

# Resolution

Number 18-0739

Adopted Date May 08, 2018

APPROVE HIRING TEMPORARY EMPLOYEE FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, in order to accomplish the seasonal maintenance of the water and sewer facilities, there is a need within the Water and Sewer Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employee within the Water and Sewer Department, for approximately twelve weeks;

Andrew Weaver, as temporary General Laborer, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

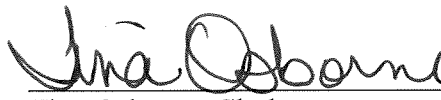
BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Personnel Files  
OMB – Sue Spencer  
Job Class #2066  
Position Control #510102066

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

# Resolution

Number 18-0740

Adopted Date May 08, 2018

HIRE LANEY FOSTER AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Laney Foster, as Protective Services Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.67 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective May 14, 2018, subject to a negative drug screen and 365 day probationary period.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
Laney Foster's Personnel file  
OMB – Sue Spencer  
Job Class #1786  
Position Control #273101786

# Resolution

Number 18-0741

Adopted Date May 08, 2018

APPROVE RECLASSIFICATION OF JOSEPH ARCHULETA FROM THE POSITION OF PROTECTIVE SERVICES CASEWORKER I TO PROTECTIVE SERVICES CASEWORKER I – SPANISH INTERPRETER WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the Director of Children Services has indicated that Mr. Archuleta performs the essential functions of a Protective Services Caseworker I – Spanish Interpreter and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Joseph Archuleta, to the position of Protective Services Caseworker I – Spanish Interpreter, non-exempt, pay range #6, \$16.17 per hour, under the Warren County Department of Job and Family Services, Children Services Compensation Schedule, effective pay period beginning April 28, 2018

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
J. Archuleta's Personnel file  
OMB – Sue Spencer  
Job Class #1783  
Position Control #273101783

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

# Resolution

Number 18-0742

Adopted Date May 08, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR BRENDAN POTTORF WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Brendan Pottorf, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective May 1, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Brendan Pottorf's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$11.09 per hour effective pay period beginning May 12, 2018.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)  
B. Pottorf's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 18-0743

Adopted Date May 08, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO TERRY FINAMORE, ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Terry Finamore, Eligibility Referral Specialist I; and

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

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
T. Finamore's FMLA file  
OMB- Sue Spencer

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

# Resolution

Number 18-0744

Adopted Date May 08, 2018

ACCEPT RESIGNATION OF CASSIDY COOK, PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 20, 2018

BE IT RESOLVED, to accept the resignation of Cassidy Cook, Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, effective June 20, 2018.

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

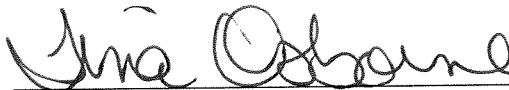
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
C. Cook's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker  
Job Class #1786  
Position Control #273101786

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

# Resolution

Number 18-0745

Adopted Date May 08, 2018

ACCEPT RESIGNATION OF NICK BREWER, CUSTODIAL WORKER, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE MAY 12, 2018

BE IT RESOLVED, to accept the resignation of Nick Brewer, Custodial Worker, within the Warren County Facilities Management Department, effective May 12, 2018.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
N. Brewer Personnel File  
OMB – Sue Spencer  
Tammy Whitaker  
Job Class #1172  
Position Control #101101172

# Resolution

Number 18-0746

Adopted Date May 08, 2018

RESCIND RESOLUTION#18-0664 APPROVING AN AGREEMENT WITH JOSEPH DAVIS, "SELLER" FOR THE PURCHASE OF REAL PROPERTY FOR A PERMANENT RIGHT-OF-WAY EASEMENT IN CONNECTION WITH THE STATE ROUTE 741 ROAD ASSESSMENT PROJECT SUBJECT TO ADDENDUM FOR ESCROW OF FUNDS

BE IT RESOLVED, to rescind Resolution #18-0664 adopted April 17, 2018, to enter a purchase agreement with Joseph Davis for the purchase of real property for a permanent right-of-way in connection with the widening of State Route 741 to construct a left turn lane into the Estates of Keever Creek for the sum of \$7,000.00, subject to an escrow addendum.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: c/a – Davis, Joseph  
Engineer (file)  
Easement file



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

# Resolution

Number 18-0747

Adopted Date May 08, 2018

AUTHORIZE VICE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT 73 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 73; and

NOW THEREFORE BE IT RESOLVED, to authorize Vice President of the Board to sign the TriTech Software Systems Task Completion Report 73; as attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



WARREN COUNTY  
30888

# Warren County Sales Order 6395 Task Completion Report 73

**Effective Date:** 04/24/2018

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:** CAD Training Cycle for End User (4) and Supervisor (1)—End User Training deviation from recommended training

**Dates:**

Week of Sept 24—Monday through Friday  
Week of Oct 1—Tuesday through Friday  
Week of Oct 15—Tuesday through Friday  
Week of Oct 22—Tuesday through Friday  
Week of Oct 29—Tuesday through Friday

Hours of classes to be determined by client. TriTech has offered a start time of 0700 local time and an end time of no later than 0100 local time. Times must be consistent by week and not to exceed eight (8) hours of training per day.

Client has been provided most current training materials and will be provided updated prior to training if changes are made.

**Per SOW:**

*Inform CAD Training classes are conducted based on the quantities that are specified in the Purchase Agreement. These classes are conducted on consecutive days, on weekdays during business hours (Tuesday-Friday, during business hours).*

Client has requested deviation from consecutive days in training cycle and opted for consistent material be presented through four (4) groups one day each week.

TriTech has agreed to present material in this manner, but client acknowledges this is a deviation from TriTech's recommendation.

**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)

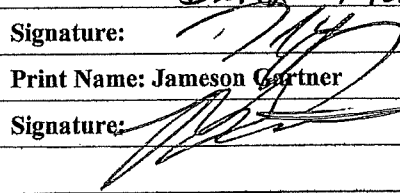
## Approvals

Client Project Manager

Print Name:

David G Young

Signature:

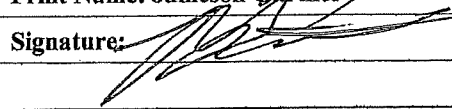


Date: 5/8/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:



Date: 04/24/2018

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

# Resolution

Number 18-0748

Adopted Date May 08, 2018

ADVERTISE FOR BIDS FOR THE SIMPSON CREEK, BEAR RUN, KINGS UNION LIFT STATION IMPROVEMENTS PROJECT

BE IT RESOLVED, to advertise for bids for the Simpson Creek, Bear Run, Kings Union Lift Station Improvements Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of May 20, 2018; bid opening to be June 19, 2018 @ 9:05 a.m.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 18-0749

Adopted Date May 08, 2018

APPROVE AND ENTER INTO CONTRACT WITH ELEVAR DESIGN GROUP INC. (FORMERLY KNOWN AS SFA ARCHITECTS INC.) FOR PROFESSIONAL SERVICES RELATIVE TO THE DESIGN OF ROOF SYSTEMS AT JUVENILE JUSTICE CENTER

WHEREAS, pursuant to Resolution #17-1770, this Board selected SFA Architects Inc. as the top architectural firm for the Warren County Juvenile Justice Center roofing Project and authorized the Warren County Administrator to initiate contract negotiations; and

WHEREAS, SFA Architects Inc. merged with PDT Architects and Roth Partnership and is now known as Elevar Design Group Inc.; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Elevar Design Group Inc. (formerly known as SFA Architects, Inc.) for professional services relative to the Warren County Juvenile Justice Center Roofing Project; and

BE IT FURTHER RESOLVED, to approve purchase order #24842 in the amount of \$85,730.00 for said services.

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

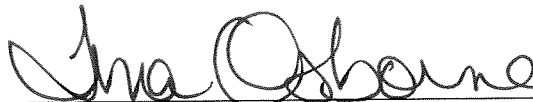
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Elevar Design Group Inc.  
Facilities Management (file)

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16 day of February in the year 2018  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Warren County Board of County Commissioners  
Warren County, Ohio  
406 Justice Drive  
Lebanon, Ohio 45036

and the Architect:  
(Name, legal status, address and other information)

ELEVAR DESIGN GROUP, INC.  
FORMERLY KNOWN AS:  
SFA Architects, Inc.  
300 West Fourth Street  
Cincinnati, Ohio 45202  
Telephone: 513-721-0600

The architect was selected by the Owner, following the qualification-based selection process outlined in Ohio Revised Code Sections 153.65 through 153.71, as the most qualified design professional to provide services for the Project. The Owner reserves the right to add additional scope and services as further improvements are identified and funds are available.

for the following Project:  
(Name, location and detailed description)

Warren County Juvenile Justice Center Roof Replacement and Repair  
900 Memorial Drive  
Lebanon, Ohio 45036

Replacement of roof systems on the Warren County Juvenile Justice Center Building.  
Scope of work for replacement and repair will be as recommended from on-site investigations

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See Attached Exhibit "A"

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See Attached Exhibit "A"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See Attached Exhibit "A"

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

N/A

.2 Construction commencement date:

N/A

.3 Substantial Completion date or dates:

October 31, 2018

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None  
*(Paragraph Deleted)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Trevor Hearn, Director

Warren County Department of Facilities Management  
430 Justice Drive  
Lebanon, Ohio 45036

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer: N/A



.2 Civil Engineer: N/A

.3 Other, if any: N/A

*(List any other consultants and contractors retained by the Owner.)*

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Daniel Montgomery, RA  
ELEVAR DESIGN GROUP, INC.  
FORMERLY KNOWN AS:  
SFA Architects, Inc.  
300 West Fourth Street  
Cincinnati, Ohio 45202  
Office: 513-721-0600  
Mobile: 513-503-6846

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer: N/A

.2 Mechanical Engineer: N/A

.3 Electrical Engineer: N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

Structural Engineering is an Additional Service.

Advantage Group Engineers  
1527 Madison Road  
Cincinnati, Ohio 45206

Office: 513-396-8900

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.2.1 In the event of any inconsistency, the provisions of this Agreement shall control over any purchase order, proposal, exhibit, or separate terms and conditions. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Architect shall (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirements.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.1.1 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design requirements imposed by governmental authorities having jurisdiction over the Project and shall perform Architect's services in conformance with all such laws, codes, and regulations.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 In providing services under this Agreement, the Architect will exercise usual and customary professional care to comply with all applicable federal, state, and local laws, regulations, and orders, including the accessibility guidelines contained in the Americans with Disabilities Act as codified in the Ohio Building Code, in effect at the time of submission of the Contract Documents to the governing building authority. The Architect agrees that it will use reasonable care so that the Plans and Specifications and improvements, if built in accordance with them, will conform to currently applicable statutes, regulations, ordinances, and orders, except to the extent that the Architect has advised the Owner in writing that there is an ambiguity or an interpretation by a code official contrary to that by the Architect or that a variance shall be necessary. The Architect is not responsible for compliance by any contractor with currently applicable statutes, regulations, ordinances, and orders.

Init.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 The Architect shall carry Comprehensive General Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate with no interruption of coverage during the entire term of this Agreement.

§ 2.5.2 The Architect shall carry Automobile coverage with limits of \$1,000,000 Per Occurrence / Aggregate with no interruption of coverage during the entire term of this Agreement.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, One Million Dollars and Zero Cents (\$1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$1,000,000.00 ) policy limit. (See Exhibit B)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars and Zero Cents (\$5,000,000.00 ) per claim and Five Million Dollars and Zero Cents (\$5,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. No policy of Commercial General Liability coverage that provides only excess coverage for an additional insured is permitted.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

§ 2.5.9 The Architect shall provide thirty (30) days notice of cancellation or non-renewal of insurance to Owner. The certificates of insurance shall provide that the insurer notify Owner in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the owner not less than 30 days prior to said cancellation date, ten (10) days in the event of cancellation for non-payment of premium. The Architect shall also deliver to Owner, at least 15 days prior to the expiration date of each policy or policies (or any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

§ 2.6 The Architect will respond to inquiries from the Owner or the Owner's representative within five (5) business days from the date of receipt of the inquiry. Each response will address the questions raised in the inquiry and, if requested, will be in writing; provided, however, that if five (5) business days is not an adequate period of time under the circumstances to prepare the response, the period for the response will be extended to give the Architect a reasonable amount of time to respond. If a decision or approval is required by the Owner under this Agreement, the

Init.

Owner will have at least five (5) business days written notice in advance that its decision or approval is required and will be furnished with sufficient information from which a decision or approval can be made, provided, however, that if the five-day period is insufficient under the circumstances, the period for the response will be extended to give the Owner a reasonable period of time to respond.

§ 2.7 Consistent with the standard of care for a design professional in the State of Ohio (referred to as the "Standard of Care"), the Architect will endeavor to anticipate problems related to zoning, building permits, availability of utilities, equipment and material shortages, and supplier delays.

§ 2.7.1 If the Architect becomes aware of any problems and disputes the Architect will report to the Owner such known problems and disputes on the Project and will assist the Owner in addressing the problem or dispute. The information provided should include a description of any problem or dispute relating to the Project; the status of any identified problem or dispute; the date first noted; action taken; responsible persons in the opinion of the Architect (if such persons have been identified); and recommended and final resolution. Upon the Owner's request, the Architect will provide the Owner's legal counsel with a copy of such reports marked "confidential" so that the Owner's counsel may provide legal advice to the Owner concerning the problem or dispute.

§2.7.2 All communications between the Owner's legal counsel and the Architect, while the Architect is acting as the consultant for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any Contractor, Subcontractor, material supplier, or any other person rendering services in connection with the Project, shall be subject to the attorney-client privilege that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing, and the like, shall be placed by the Architect in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Architect's own legal counsel without the express written permission of the Owner. This Paragraph 2.7.2 is intended to protect the confidentiality of the Owner's communications with its counsel when the Architect comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third party. This section is not intended to impede communications between the Architect on a claim or dispute related to the Project.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and will assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect is responsible for timely submittal of plans to the local authority[ies] having jurisdiction over the Project to support plan review and the building permit process by these authority[ies].

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

*(Paragraph Deleted)*

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

*(Paragraph Deleted)*

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect shall make a written report for each day the Architect visits the site to evaluate the work and provide the written report to the Owner. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report in writing to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is

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fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect will keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of the Architect's response, and a summary of the response. The Architect will keep all correspondence and documentation related to such requests organized in a systematic manner and will make such documentation available to the Owner upon the Owner's request.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall give prompt written notice to the Owner if the Architect becomes aware of any fault, defect, error, omission, or inconsistency in the Project or in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 Consistent with the Standard of Care, the Architect will advise the Owner in writing, which writing may consist of notations in job progress meetings, at the time of delivery of each Certificate for Payment of any known defects or problems with respect to the Work, which can be reasonably observed in the course of the Architect's observations, given the stage of completion of the Work. Architect shall decline to certify any payment application to the extent the Contractor has not submitted any waivers of claim under the Ohio Mechanic's Lien laws or other documents required by the Contract Documents for labor and/or materials listed on the attachment to the Contractor's previous Application for Payment or other documents required by the Contract Documents.



#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work. A change order record shall be maintained by the Architect and show the status of each change order, identify known issues that could potentially be the basis for a change order, and include the name of the contractor, the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the contractor for the Work, and the number of days approved by the Architect and Owner to accomplish the Work. The Architect will furnish an updated copy of the change order record to the Owner upon request.

#### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

.5 To the extent the Contractor has not completed its Work or there are defects or non-conforming Work following the date for Substantial Completion, the Architect in its role as a design professional will work with the Owner to pursue the Contractor to complete its Work and correct any defective or non-conforming Work; however, the Architect is not a guarantor that the Contractor will complete its Work. The Architect will receive and review for compliance with the Contract Documents written guarantees and related documents required by the Contract Documents to be assembled by the Contractor and will issue when so warranted a Final Certificate of Payment.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Not provided
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Not provided
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided

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§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not provided
§ 4.1.1.13	On-site project representation	Not provided
§ 4.1.1.14	Conformed documents for construction	Not provided
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	See attached Exhibit "A"
§ 4.1.1.17	Post-occupancy evaluation	Not provided
§ 4.1.1.18	Facility support services	Not provided
§ 4.1.1.19	Tenant-related services	Not provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21	Telecommunications/data design	Not provided
§ 4.1.1.22	Security evaluation and planning	Not provided
§ 4.1.1.23	Commissioning	Not provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25	Fast-track design services	Not provided
§ 4.1.1.26	Multiple bid packages	Not provided
§ 4.1.1.27	Historic preservation	Not provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29	Other services provided by specialty Consultants	Not provided
§ 4.1.1.30	Other Supplemental Services	See attached Exhibit "A"

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

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- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; excluding meetings with Owner.
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-One (21) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve ( 12 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

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Notwithstanding the foregoing, the parties understand that the Owner has no duty to search for faults or defects and further agree that the Owner is not a professional, skilled in finding such faults or defects.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

*(Paragraph Deleted)*

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. This license will survive any termination of this Agreement. In the event of termination of this Agreement for whatever reason, the Architect grants the Owner a non-exclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, as permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purposes of completed, using, and maintaining the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to hold harmless the Architect and its consultants from all costs and expenses, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but

in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement.

#### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. The parties agree to choose a mediator from the Warren County Common Pleas Court's list of approved court appointed mediators. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*



If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration - Section Not Used

*(Paragraphs Deleted)*

§ 8.3.4 Consolidation or Joinder – Section Not Used

*(Paragraphs Deleted)*

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than ninety (90) days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than fourteen days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than fourteen days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, which is the State of Ohio. The Parties agree that jurisdiction of any disputes that arise in connection with this Agreement that are not settled through negotiation will be the Court of Common Pleas, in the venue of Warren County, Ohio, which will have jurisdiction over such dispute to the exclusion of any other court, including any U.S. District Court. The parties waive their right to remove the action to any federal court.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. However, it is understood by the parties that the Owner is an intended third-party beneficiary of the Architect's agreement with its consultants for design and engineering services. The Architect shall incorporate the obligations of this Agreement into its respective consultant agreements and subcontracts.

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§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project site, the Architect shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner, at its discretion may provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

Eighty Five Thousand Seven Hundred and Thirty Dollars (\$85,730.00)

- .2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See attached Exhibit "C"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

See attached Exhibit "C"

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and Fifteenth Hundredths percent ( 1.15%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Attached Exhibit "C"

Before any Additional Services provided by the Architect's consultants will be compensated by the Owner, the parties will agree upon the Additional Services to be provided by the consultants, will negotiate the compensation for such services, and will sign a written amendment to this Agreement to document any Additional Services to be provided by the consultants and the related compensation for those services.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase		percent (		%)
Design Development Phase		percent (		%)
Construction Documents Phase	\$17,147.00	percent (	20	%)
Procurement Phase	\$30,005.00	percent (	35	%)
Construction Phase	\$30,005.00	percent (	35	%)
Close-out	\$8,573.00		10	%
Total Basic Compensation	\$85,730.00	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached Exhibit "C"

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- 1 Transportation and authorized out-of-town travel and subsistence;

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- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Paragraph Not Used.
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

§ 11.8.2.1 Reimbursable Expenses must be submitted to the Owner no later than 60 days after such expense is incurred by the Architect. Architect's failure to submit Reimbursable Expenses to the Owner as required herein will be an irrevocable waiver of Architect's right to reimbursement for such Reimbursable Expenses.

#### § 11.9 Architect's Insurance – Paragraph Not Used

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

%

##### § 11.10.2.2 Paragraph Not Used

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

§12.1 Non-Discrimination. The Architect and its consultants, if any, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origins, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

§12.2 Alternates. The Architect will prepare Alternates for procurement changes in material, equipment, and products requirement minimum documentation alternations at no increase in fee. When Alternates require major changes in documentation or additional documentation, the Architect's compensation for each alternate will be established at the time the alternate is proposed.

§12.3 Indemnification. The Architect agrees to indemnify and hold the Owner harmless from damage, liability, or cost, including reasonable attorney fees, to the extent caused by the Architect's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its consultants or anyone for whom the Architect is legally liable.

§12.4 Ethics. The Architect is aware of the ethics responsibilities contained in Section 3517.13 of the Ohio Revised Code and is in compliance with this section of the Ohio Revised Code.

§12.5 Findings for Recovery. The Architect is not subject to an unresolved finding for recovery under Section 9.24 of the Ohio Revised Code. If this representation and warranty in this Paragraph 12.5 is found to be false, this Agreement is void, and the Architect will immediately repay to the Owner any funds under this Agreement.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Modified Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

None

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Insurance Certificates and Exhibits "A", "B", "C", "D", and "E"

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

*[Signature]*  
David G. Young, Vice President  
(Printed name and title)

ARCHITECT (Signature)

*[Signature]*  
E. Thomas Fernandez, R.A., Principal  
(Printed name, title, and license number, if required)

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This Agreement entered into as of the day and year first written above.



\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
ARCHITECT (Signature)

E. Thomas Fernandez, R.A., CEO

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name, title, and license number, if required)

**APPROVED AS TO FORM**



Adam M. Nice

**Asst. Prosecuting Attorney**

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## EXHIBIT "A"

# Professional Services Technical Proposal

August 20, 2017

Project Name and Number: **Warren County**

Proposer: SFA Architects, Inc.  
300 West Fourth Street 120 West Second Street, Suite 1800  
Cincinnati, Ohio 45202 Dayton, Ohio 45402  
(513) 721-0600 (T) (937) 281-0600 (T)  
(513) 721-0611 (F) (937) 281-0611 (F)

Federal Tax ID: 31-1019872

Project Understanding: The purpose of this project is to replace roof systems on the Warren County Juvenile Justice Center building. The scope of work for the roof replacement and repair will be as recommended from our on-site investigations prior to the start of the design document phase and existing owner provided documentation.

Warren County Juvenile Justice Center:

- Perform roof evaluation with roof core samples prior to the start of the design phase.

Roof Replacement:

- Replace all metal roof areas.
- Replace metal wall panels.
- Replace EPDM roof area not currently under warranty.
- Remove existing tower roof.

The anticipated project delivery method will be General Contracting.

A/E Project Scope: The specific phases of the project development are indicated and described below:

**Pre-design Phase:**

During this phase SFA will

- Perform a visual inspection of the roof areas
- Review existing documentation
- Perform roof core samples to determine the makeup of the existing roof system
- Perform an adhesion test as required



**SFA ARCHITECTS, INC.**  
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN • PLANNING

300 WEST FOURTH STREET  
CINCINNATI, OHIO 45202  
PHONE: 513-721-0600

120 WEST SECOND STREET  
DAYTON, OHIO 45402  
PHONE: 937-281-0600

# Professional Services Technical Proposal

## Schematic Design Phase:

During this phase SFA will:

- Meet one time with the owner to review and confirm the existing budget, program, schematic design intent and any concerns.
- Prepare schematic design documents, including roof plans details
- Review potential systems with the roof manufacturers

## Design Development Phase:

During this phase SFA will:

- Prepare preliminary drawings and specifications
- Meet with the owner one time to review design options, direction and schedules.

## Construction Document Phase

During this phase SFA will:

- Prepare computerized (CAD) roof plans from existing paper documentation and electronic data gathered by SFA.
- Perform on-site existing condition inspections to assess materials that will then determine removal and new work specifications.
- Research building code requirements.
- Coordinate with the Owner's team members regarding site storage and access requirements that will impact the contractor's development conditions.
- Meet one time with the Owner's personnel to review the project approach and details.
- Prepare construction documents including roof plans, details and additional construction information required for contractor bidding and construction.
- Prepare a final opinion of probable cost of construction to compare with the project's approved budget.
- Prepare full CSI format specifications.



# Professional Services Technical Proposal

## Bidding and Award Phase

During this phase SFA will:

- Coordinate and participate in a Pre-bid Conference including a site visit and review of project.
- Respond to bidding questions as they arise and prepare addendum, as required.
- Review contractor bids and information and provide a recommendation for the best and most responsible bidder.

## Conformed Documents

During this phase SFA will:

- Incorporate all addenda or changes in the construction documents for distribution to contractors as electronic drawing files.

## Contract Administration Phase

During this phase SFA will:

- Provide on-site construction administration for an average of two hours per week for architectural services as follows:
  - Become familiar with and keep the Owner's representative informed about the progress and quality of the work completed, preparing a written field report with each site visit.
  - Observe construction and notify the Owner's representative of any known deficiencies or defects in the work.
  - Determine if the work is being performed in a manner that when fully completed will be in accordance with the contract documents.
  - Participate in regularly scheduled job progress meetings:
    - Respond to questions as they arise and report known deviations from the contract documents to the Owner's representative.
    - Review project schedules and review and certify pay applications submitted by the contractor.
    - Review shop drawings.



**SFA ARCHITECTS, INC.**  
ARCHITECTURE • ENGINEERING • INTERIOR DESIGN • PLANNING

300 WEST FOURTH STREET  
CINCINNATI, OHIO 45202  
PHONE: 613-721-0600

120 WEST SECOND STREET  
DAYTON, OHIO 45402  
PHONE: 937-281-0000

# Professional Services Technical Proposal

## Project Closeout:

During this phase SFA will:

- Participate in the development of a "punch list" with the Owner.
- Prepare a Certificate of Contract Completion.
- Supply electronic drawing file (dwg.format) construction documents as "Record" drawings.

## During this phase SFA will not:

- Make exhaustive or continuous on-site observation to check the quality and quantity of the work.
- Have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequence or procedures, fabrication, procurement, shipment, delivery, installation or safety precautions in connection with the work.

## Additional Contingent Services:

The following services are available through SFA Architects, but are not included as part of this proposal:

- Site surveys with utility location
- Environmental analysis and reports
- Analysis of the adequacy of the existing building structure or systems
- Structural engineering
- Appeals preparations and/or presentations required by AHJ including Zoning, Planning Commissions, etc.
- Hidden conditions which naturally affect our design assumptions
- Hazardous material discovery and remediation
- Analysis, evaluation or rendering decisions with respect to claims and disputes between the Owner and their consultants, the contractor or others in connection with the work
- Evaluation of substitutions proposed by the Owner's representative or the contractor after the award of the contract.



## EXHIBIT "A"

# Professional Services Technical Proposal

### Project Personnel:

Daniel Montgomery, RA, RRC, RRO, RWC, REWC, RBEC-  
Registered Roofing Consultant, RCI  
Dick Krehbiel, RA Project Management Lead – Architecture

### Opinion of Cost:

Flat Roof Areas:	5,607	sqft	\$19/sf	\$106,533
Barrel Vault:	5,728	sqft	\$25/sf	\$143,200
<u>Sloped:</u>	33,292	sqft	\$21/sf	\$699,132
Walls	6,250	sqft	\$15/sf	\$93,750
Demolition of Tower total:	50,877			\$25,000
Subtotal				<u>\$1,067,615</u>
Contingency				\$106,761
SubTotal				\$1,174,376
Soft Costs-Architectural Fees (7.3%)				\$85,730
Grand Total				<u>\$1,260,106</u>

### Warren County Juvenile Justice Center:

A/E Fee Summary:	<u>Basic Services Fee</u>	
	PD/SD /DD / CD	\$17,147
	Bid and Award	\$30,005
	Construction Administration	\$30,005
	Project Closeout	\$8,573
	Sub-Total	<b>\$85,730</b>

Please note the above fees schedule does not include any printing or permit cost. All printing and permit cost are to be paid by owner.

Anticipated Schedule: Professional Services Start: August 31, 2017

Architect's E-mail Address: [dmontgomery@sfa-architects.com](mailto:dmontgomery@sfa-architects.com)

Thank you for considering SFA Architects, Inc. to deliver the highest quality roof design. It is also our understanding that our liability for the projects will be limited to the amount of our fees. Please contact me if you have any questions.



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CINCINNATI, OHIO 45202  
PHONE: 513-721-0600

120 WEST SECOND STREET  
DAYTON, OHIO 45402  
PHONE: 937-281-0800

# Professional Services Technical Proposal

Thank you,



Daniel L. Montgomery, RA, RRO, RRC, RWC, REWC, RBEC  
SFA Architects, Inc.



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CINCINNATI, OHIO 45202  
PHONE: 513-721-0800

120 WEST SECOND STREET  
DAYTON, OHIO 45402  
PHONE: 937-261-0800

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/5/2017

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. 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 The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Serena Turchik PHONE (A/C No. Ext): 216-777-6134 FAX (A/C No): 216-839-2815 E-MAIL ADDRESS: sturchik@oswaldcompanies.com
	INSURER(S) AFFORDING COVERAGE
INSURED SFAAAR-1 SFA Architects, Inc. 300 West 4th Street Cincinnati OH 45202	INSURER A: Hartford Casualty Ins. Co. NAIC # 29424
	INSURER B: Hartford Accident & Indemnity 22367
	INSURER C: XL Specialty Insurance Co. 37885
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 1217689983 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> All Primary & <input checked="" type="checkbox"/> Non-contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	46SBATT0376	9/9/2017	9/9/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> All Primary <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	45UECBJ6950	9/9/2017	9/9/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	46SBATT0376	9/9/2017	9/9/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Excludes Professional \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER OH Stop Gap
A	<input checked="" type="checkbox"/> 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	46SBATT0376	9/9/2017	9/9/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liability Claims Made Retro Date: 8/31/1997	N	Y	DPR0917776	9/9/2017	9/9/2018	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

Warren County Ohio 406 Justice Drive Lebanon OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

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# EXHIBIT "C"

PROPOSED FEE

## Standard Fee Schedule

Effective January 1, 2017

Title/Responsibility	Hourly Rate
Principal (AE)	\$175.00
Project Executive (AE)	\$165.00
Project Manager (AE)	\$140.00
Design Architect	\$120.00
Design Engineer	\$120.00
Interior Designer	\$120.00
Graduate Architect	\$115.00
Document Production	\$85.00
Clerical	\$50.00

Rates are subject to annual adjustments.





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DATE  
01/09/2018

COPY  
0.00

**Receipt**

This is not a bill. Please do not remit payment.

SFA ARCHITECTS, INC.  
300 WEST FOURTH STREET  
CINCINNATI, OH 45202

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted  
584486**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**ELEVAR DESIGN GROUP, INC.**

and, that said business records show the filing and recording of:

Document(s)

**AMENDMENT TO ARTICLES**

Effective Date: 01/09/2018

Document No(s):

**201800900552**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
9th day of January, A.D. 2018.

*Jon Husted*

**Ohio Secretary of State**

DATE  
01/09/2018

↓  
JK

.T COPY  
10 0.00

**Receipt**

This is not a bill. Please do not remit payment.

SFA ARCHITECTS, INC.  
300 WEST FOURTH STREET  
CINCINNATI, OH 45202

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Jon Husted  
4119045**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**SFA ARCHITECTS, INC.**

and, that said business records show the filing and recording of:

Document(s)

**FICTITIOUS NAME REGISTRATION**

Effective Date: 01/09/2018

Document No(s):

**201800901088**

Expiration Date: 01/09/2023

ELEVAR DESIGN GROUP, INC.  
300 WEST FOURTH STREET  
CINCINNATI, OH 45202



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
9th day of January, A.D. 2018.

*Jon Husted*  
Ohio Secretary of State

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

# Resolution

Number 18-0750

Adopted Date May 08, 2018

APPROVE AND ENTER INTO CONTRACT WITH LEXISNEXIS RISK SOLUTIONS TO PROVIDE INTELLIGENCE DATABASE SERVICES, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to enter into a contract by and between the Board of County Commissioners, on behalf of the Warren County Sheriff's Office, and LexisNexis Risk Solutions 1000 Alderman Drive, Alpharette, GA 30005, for intelligence database services; as attached hereto and made a part hereof; and

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – LexisNexis Risk Solutions  
Sheriff (file)

## LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency: <i>Warren County Sheriff's Office</i>	Main phone number for address*: <i>513-695-1280</i> <small>*If this is a cell, additional documents may be required</small>
If this application is for an additional account, Parent account number:	Fax number: <i>513-695-1798</i>
Physical Address where LN services will be accessed – <small>P.O. Box/Mail Drops cannot be accepted (street, city, state, zip):</small> <i>822 Memorial Drive Lebanon, Ohio 45036</i>	Previous address if at the current address less than 6 mos:
Website address: <i>www.wcs00h.org</i>	External Agency IP Address (https://www.whatismyip.com): <i>207.67.36.210, 66.161.178.222, 216.196.228.2</i>
External Agency IP Range – From:	External Agency IP Range – To:
Agency information:	
<input type="checkbox"/> Federal Government	<input type="checkbox"/> Federal Law Enforcement
<input type="checkbox"/> State Government	<input type="checkbox"/> State Law Enforcement
<input checked="" type="checkbox"/> Other (please explain): <i>Local County Law Enforcement</i>	<input type="checkbox"/> Local/Municipal Government <input type="checkbox"/> Local/Municipal Law Enforcement
Section II – Administrator and Main Contact Information <small>(for additional administrators, please provide additional sheets)</small>	
Product Administrator or Main Contact (first & last name): <i>William (Bill) Kampman</i>	Title: <i>IT Manager</i>
E-Mail Address: <i>William.Kampman@wesooh.org</i>	Admin IP Address: <i>207.67.36.210</i>
Required for local and municipal agencies:	
Administrator Home Address (street, city, state, zip): <i>will provide on call</i>	Administrator Date of Birth: <i>will provide on call</i>
Section III – Billing Information	
Billing Contact (first & last name) check here if same as Administrator <input type="checkbox"/> <i>Lisa Dickerson</i>	Title: <i>Administrative Assistant</i>
Billing Address (street, city, state, zip): <i>822 Memorial Dr Lebanon Ohio 45036</i>	Telephone: <i>513-695-1280</i>
E-Mail Address: <i>Lisa.Dickerson@wesooh.org</i>	Sales Tax Exempt: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – please provide proof of exemption
Do you require a PO number on invoice: <input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, provide PO Number:	
Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name: <i>Dorn's Business Solutions</i>	Contact: <i>Suzie Stevens</i>
Business Address (street, city, state, zip): <i>603 Norgal Dr Suite C Lebanon, Ohio 45036</i>	Contact Phone Number: <i>513-228-2830</i>
E-mail Address: <i>Suzie.Stevens@shopDorns.com</i>	Account Number (if applicable):

**Section V – Site Visits**

Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:

Contact Name:	Contact Phone:
Contact Email Address:	

**Section VI – Terms and Conditions**

Terms and conditions governing the use of the LN Services are [REDACTED] Attached below:

[REDACTED]

**Signature**

I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.

Applicant Signature: <i>Larry Sims</i>	Date Signed: 03-27-18
Applicant Name: Larry Sims	Title: Sheriff

**APPROVED AS TO FORM**

*[Signature]*

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

## LexisNexis Master Terms & Conditions - Government

These LexisNexis Master Terms & Conditions - Government (the "Master Terms") are entered into as of May 1, 2018 the "Effective Date", by and between LexisNexis Risk Solutions FL Inc. ("LNRSFL"), with its principal place of business located at 1000 Alderman Drive, Alpharetta, Georgia 30005 and Warren County Sheriff's Office ("Customer"), with its principal place of business located at 822 Memorial Dr Lebanon, Ohio 45036, each individually referred to as the "Party" and collectively as the "Parties." These Master Terms govern the provision of the LN Services (as defined below) by LNRSFL and each of its respective Affiliates who provide LN Services under these Master Terms (collectively referred to as "LN").

**WHEREAS**, LNRSFL (or an Affiliate identified on a separate Schedule A) is the provider of certain data products, data applications and other related services (the "LN Services"); and

**WHEREAS**, Customer is a company or government agency requesting such data and data related services and is desirous of receiving LN's capabilities; and

**WHEREAS**, the Parties now intend for these Master Terms to be the master agreement governing the relationship between the Parties with respect to the LN Services as of the Effective Date.

**NOW, THEREFORE**, LN and Customer agree to be mutually bound by the terms and conditions of these Master Terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

### 1. SCOPE OF SERVICES/CUSTOMER

**CREDENTIALING.** Subject to the terms of separate addenda and pricing schedule(s), purchase orders or statements of work for specific LN Services (each, a "Schedule A"), LN agrees to provide the LN Services described in such Schedule(s) A to Customer, subject to the terms and conditions herein. Any reference in a Schedule A to a services agreement shall mean these Master Terms plus the applicable addendum or addenda. References to the LN Services shall also be deemed to include the data therein as well as any Software provided by LN. These Master Terms shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available. Customer acknowledges and understands that LN will only allow Customer access to the LN Services if Customer's credentials can be verified in accordance with LN's internal credentialing procedures. The foregoing shall also apply to the addition of Customer's individual locations and/or accounts.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Master Terms. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data

processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of these Master Terms or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Unless Customer has expressly opted out of receiving such data, some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Non-FCRA Use Restrictions. The LN Services described in a Schedule A (as defined in these Master Terms) as Non-FCRA are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA (the "Non-FCRA LN Services"). Accordingly, the Non-FCRA LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the Non-FCRA LN Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by the Master Terms, information received through the Non-FCRA LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the Non-FCRA LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the Non-FCRA LN Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this Section, use the Non-FCRA LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not

use any of the information it receives through the Non-FCRA LN Services to take any "adverse action," as that term is defined in the FCRA.

(v) FCRA Services. If a Customer desires to use a product described in a Schedule A as an FCRA product, Customer will execute an FCRA Addendum to the Master Terms. The FCRA product will be delivered by an affiliate of LNRSFL, LexisNexis Risk Solutions Inc., in accordance with the terms and conditions of the Master Terms.

(vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of these Master Terms, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under these Master Terms. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(vii) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(viii) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at: [www.lexisnexis.com/terms/risksupp](http://www.lexisnexis.com/terms/risksupp), Customer agrees to comply with the Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such news, business information, and federal legislative and regulatory materials through the LN Services, Customer agrees to comply with the Terms and Conditions contained at: <http://www.lexisnexis.com/terms/general.aspx> (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into these Master Terms by reference. In the event of a direct conflict between these Master Terms, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: these

Master Terms, the Risk Supplemental Terms and then the L&P Terms.

(ix) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("**MVR Data**") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) Upon advanced written notice to Customer, LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) **HIPAA.** Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xi) **Economic Sanctions Laws.** Customer acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to LN Services to any individuals identified on OFAC's list of Specially Designated Nationals ("**SDN List**"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws.

(xii) **Retention of Records.** For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(vii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) **Software.** To the extent that Customer is using software provided by LN ("**Software**"), whether hosted by LN or installed on Customer's equipment, such Software shall be deemed provided under a limited, revocable

license, for the sole purpose of using the LN Services. In addition, the following terms apply: Customer shall not (a) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (b) use the Software to store or transmit spyware, adware, other malicious programs or code, programs that infringe the rights of others, or programs that place undue burdens on the operation of the Software, or (c) interfere with or disrupt the integrity or performance of the Software or data contained therein. The use of the Software will be subject to any other restrictions (such as number of users, features, or duration of use) agreed to by the parties or as set forth in a Schedule A.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "**User IDs**") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive,



Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. To the extent permitted under applicable law, Customer shall remain solely liable for all costs associated therewith and shall further reimburse LN for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the LN Services, or any actions required as a result thereof. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. To the extent permitted under applicable law, Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the

foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Schedule A, such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such schedules. The fees listed on a Schedule A may be updated from time-to-time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall promptly notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("**Disclosing Party**") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, the LN Services, and other business information ("**Confidential Information**"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access

to such Confidential Information. "**Trade Secret**" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth under applicable law. Each receiving party ("**Receiving Party**") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of these Master Terms and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall pay LN the fees described on the applicable Schedule A. Customer shall be responsible for payment of the applicable fees for all services ordered by Customer or otherwise obtained through Customer's User IDs, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN (and not employed by Customer at the time of the use) or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer agrees that it may be electronically invoiced for those fees. Payments must be received by LN within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain

liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** These Master Terms are for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "**Term**"); provided, however, that any term provided on a Schedule A (the "**Schedule A Term**") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, these Master Terms shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Either party may terminate these Master Terms at any time for any reason, except that Customer shall not have the right to terminate these Master Terms to the extent a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment.

11. **GOVERNING LAW.** In the event that Customer is a government agency, these Master Terms shall be governed by and construed in accordance with the state or federal law(s) applicable to such agency, irrespective of conflicts of law principles. If the Customer is not a government agency, these Master Terms shall be governed by the laws of the State of Georgia, irrespective of conflicts of law principles.

12. **ASSIGNMENT.** Neither these Master Terms nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. The dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer shall be deemed an assignment for the purposes of these Master Terms. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (SOLELY FOR PURPOSES OF INDEMNIFICATION, DISCLAIMER OF WARRANTIES, AND LIMITATION ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by use of the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under these Master Terms, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount of fees actually paid by Customer to LN under this Agreement during the six (6) month period preceding the event that gave rise to such loss or injury. Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER.

15. **INDEMNIFICATION.** LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services, when used in accordance with these Master Terms, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate these Master Terms and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's

sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of these Master Terms, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews and/or audits of Customer's use of the LN Services. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under these Master Terms, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under these Master Terms with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER INFORMATION.** Customer certifies that Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN, the LN Services or the data, including but not limited to, any matter involving potential violations of the GLBA, the DPPA, the FCRA, the Fair Debt Collection Practices Act ("FDCPA") (15 U.S.C. § 1692-1692p) or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing service, LN may terminate this agreement. Customer is required to promptly notify LN of a change in ownership of

Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section of the Application, unless stated otherwise. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of some or all of the LN Services. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("**Principles**"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Master Terms (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **LN AFFILIATES.** Customer understands that LN Services furnished under these Master Terms may be provided by LNRSFL and/or by one of its Affiliates, as further detailed in a separate Schedule A and addendum to these Master Terms. The specific LN entity furnishing the LN Services to Customer will be the sole LN entity satisfying all representations, warranties, covenants and obligations hereunder, as they pertain to the provision of such LN Services. Therefore, Customer hereby expressly acknowledges and agrees that it will seek fulfillment of any and all LN obligations only from the applicable LN entity and the other LN entities shall not be a guarantor of said LN entity's performance obligations hereunder.

27. **CUSTOMER SUBSIDIARIES.** LN may provide the LN Services to Customer's wholly owned subsidiaries ("**Subsidiaries**"), in LN's sole discretion, subject to the Subsidiaries' completion of LN's credentialing process and any applicable paperwork. Customer assumes full responsibility for such Subsidiaries.

28. **MISCELLANEOUS.** If any provision of these Master Terms or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Master Terms shall remain in full force and effect. The failure or delay by LN in exercising any right, power or remedy under this Agreement shall not operate as a waiver of any such right, power or remedy. The headings in these Master Terms are inserted for reference and convenience only and shall not enter into the interpretation hereof.

29. **ENTIRE AGREEMENT.** Except as otherwise provided herein, these Master Terms constitute the final written agreement and understanding of the parties with respect to terms and conditions applicable to all LN Services. These Master Terms shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of these Master Terms. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Master Terms shall, with respect to the LN Services and all matters within the scope of these Master Terms, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. These Master Terms can be executed in counterparts, and faxed or electronic signatures will be deemed originals.

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

**I HEREBY CERTIFY** that I am executing these Master Terms as the authorized representative of Customer and that I have direct knowledge of and affirm all facts and representations made above.

CUSTOMER:

Signature

*Larry L Sims*

Print Name

Larry L Sims

Title

Sheriff

Dated

03/27/18

(mm/dd/yy)

**APPROVED AS TO FORM**

*Adam M. Nice*

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

**NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT**

Customer (Agency) Name: Warren County Sheriff's Office  
 DBA: Warren County Sheriff's Office  
 Address: 822 Memorial Drive  
 City, State, Zip: Lebanon, Ohio 45036  
 Contact Name: Larry Sims Phone: 513-695-1126  
**REQUIRED Please describe your purpose of use:** \_\_\_\_\_

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")  
 Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

**Law Enforcement Agencies Only:** Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here:  Proceed to SECTION 3. QUALIFIED ACCESS

**SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

**SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
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	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— <b>(A)</b> to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and <b>(B)</b> if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
	Use by a government agency, but only in carrying out its functions.
	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
	For use in providing notice to the owners of towed or impounded vehicles.
	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

**SECTION 3. QUALIFIED ACCESS**

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Criminal Investigations

**SOCIAL SECURITY NUMBERS**

Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
	Collection department of a creditor.
	Collection company acting on behalf of a creditor or on its own behalf.
	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input checked="" type="checkbox"/>	Location of suspects or criminals.
	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

**DRIVER'S LICENSE NUMBERS**

Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input checked="" type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input checked="" type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input checked="" type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

**SECTION 4. DEATH MASTER FILE**

For access to Limited Access DMF Data only.

*Share Carriages*  
No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. **Definitions.** For purposes of this Certification, these terms are defined as follows:

- a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at [www.lexisnexis.com/risk/DMFDocuments](http://www.lexisnexis.com/risk/DMFDocuments).
- c. **DMF:** The federal Death Master File.
- d. **NTIS:** National Technical Information Service, U.S. Department of Commerce
- e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- f. **Limited Access DMF:** Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.



**II. Certification.**

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

**Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

**Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- Fraud Prevention and identity verification purposes
- For uses permitted or required by law
- For uses permitted or required by governmental rules
- For uses permitted or required by regulation
- For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

**III. Flow-down Agreement Terms and Conditions**

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

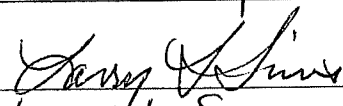
1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status.** Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that it has destroyed all such DMF.
3. **Security and Audit.** Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at [dmfcert@ntis.gov](mailto:dmfcert@ntis.gov); and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email ([security.investigations@lexisnexis.com](mailto:security.investigations@lexisnexis.com)) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.

6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival.** Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

**AUTHORIZATION AND ACCEPTANCE OF TERMS**

**I HEREBY CERTIFY** that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

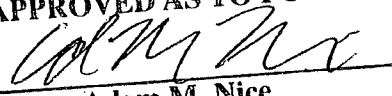
CUSTOMER: Warren County Sheriff's Office

Signature 

Print Name Larry L Sims

Title Sheriff

Dated 03/27/18 (mm/dd/yy)

**APPROVED AS TO FORM**  
  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**

January 12, 2018

**LexisNexis Risk Solutions**

**SCHEDULE A**  
**Accurint for Law Enforcement**  
**(Per User Subscription)**

Customer Name: Warren County Sheriff's Office - OIBRS  
Billgroup #: ACC-1660280  
LN Account Manager: Clayton Miller

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Law Enforcement services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning February 1, 2018 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. FEES**

**2.1 User Fees:** The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	\$95.00
Premium Features:	
Real Time Phone Search	\$0.00
<b>Total Monthly User Fees (per user):</b>	<b>\$95.00</b>

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 3%.

January 12, 2018

**2.2** Customer agrees to pay for no less than the following number of User ID's per month: 1.

**2.3 Features Not Included:** The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

American Board of Medical Specialties Search and Report
Bankruptcy Dockets
Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business Report
Comprehensive Healthcare Provider Report
Court Search Wizard
Dun & Bradstreet Search
DE Corporation Search and Report
Email Search
Flat Rate Healthcare Business Report
Flat Rate Healthcare Provider Report
Identity Authenticate
Identity Verification
Law Enforcement Location Report
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
Virtual Identity Search and Report
Workplace Locator

***LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.***

**2.4 Payment Amount:** Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$95.00.

### **3. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **January 26, 2018**.

January 12, 2018

**4. CONFIDENTIAL INFORMATION**

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party.

**AGREED TO AND ACCEPTED BY: Warren County Sheriff's Office - OIBRS**


Signed: 

Name: Larry L Sims

Title: Sheriff

Date: 3-27-2018

**APPROVED AS TO FORM**



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

January 12, 2018

**Accurint for Law Enforcement**  
 (Updated October 5, 2017)  
 (Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

<b>PRICE SCHEDULE (Subscription)</b>	
<b>ACCURINT FOR LAW ENFORCEMENT FEATURES</b>	<b>PRICE</b>
Advanced Motor Vehicle Search	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
American Board Of Medical Specialties Search	\$1.00
American Board Of Medical Specialties Report	\$5.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	\$0.00
Case Connect Deconfliction Alerts	\$0.00
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00

January 12, 2018

Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet Search	\$0.25
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Internet Domains	\$0.00
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$5.00
** Coverage and state fees are available in the product and are subject to change	--
MVR Wildcard Search	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Official Records Search (Report Included)	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00

January 12, 2018

-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Search	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate	\$0.00



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Affiliations Indicator.	
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-Internet Domain Names	\$0.00
-IRS 5500	\$0.50
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00

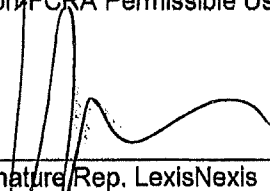
January 12, 2018

-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-Internet Domain Names	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50

January 12, 2018

-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

- LexisNexis Forms  
- Schedule A  
- LexisNexis Solutions Government Application & Agreement  
- LexisNexis Master Terms & Conditions  
- Non-FCRA Permissible Use Certification



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Signature Rep. LexisNexis

04/17/2018  
Date

Haywood Talcove

Printed Name Rep. LexisNexis

CEO (LNSSI)

Title

By Resolution Number 18-0150 of the Warren County Board of Commissioners dated 5/8/18, 2018.

BOARD OF WARREN COUNTY COMMISSIONERS

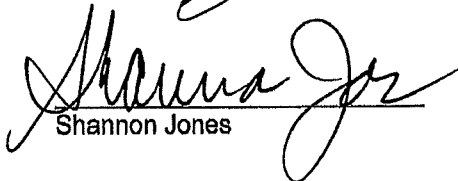
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Tom Grossmann, President

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David G. Young, Vice President

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Shannon Jones



March 27, 2018

Warren County Sheriff's Office  
Attn: Sheriff Larry Sims  
822 Memorial Drive  
Lebanon, Ohio 45036

Dear Sheriff Sims:

LexisNexis is the sole source provider of Accurint, the most robust online investigative tool available, anticipates your intelligence needs with next-generation features and real-time access. Accurint offers more than 34 billion public records from more than 15,000 sources. No other commercially available service will provide more public records.

Accurint provides an in-depth range of information that is critical to investigation. The associative links, historical residential information, and related data are more comprehensive than other commercially available database systems presently on the market. Our product platform offers many diverse applications and functionalities.

Using proprietary algorithms, compilation techniques and retrieval technology to access data stores containing billions of records, Accurint's ability to deliver high-quality matches and find-rates are unparalleled. Accurint's cutting-edge technology allows searches to be performed much more cost effectively than alternatives. Given a few pieces of information (e.g. a phonetically spelled name, the city of a previous address), Accurint can rapidly retrieve a complete and accurate identification of an individual, including current and historical addresses as well as associative links (relatives, associates, and neighbors).

Accurint allows the user to choose the type of report he/she requires by offering a screen denoting several options that can be selected or de-selected, thus customizing a specific report. This report customization eliminates superfluous data that could waste a user's time during the investigation process.

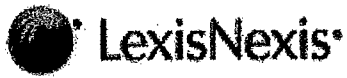
Accurint's service will enable your users to access our website 24 hours a day, 7 days a week, to perform instantaneous searches on virtually any individual in the U.S., providing detailed information such as current addresses and phone numbers, historical addresses and phone numbers, relatives, bankruptcies, property assessments, property deeds, corporate filings, Patriot Act and much more. In addition to the exceptional functionalities described above, Accurint has the following unique characteristics, setting it apart from other services:

- **Advanced Linking Technology** – Our proprietary linking technology securely and intelligently analyzes billions of partial and complete records, and then filters and links that

ADVANCED GOVERNMENT SOLUTIONS

Intelligence Analysis	Investigative	Screening & Identity Verification	Research	Case Management	Digital Asset Management
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9443 Springboro Pike, Miamisburg, Ohio 45342



information based on relevance to provide a more complete picture of an individual. No other system can provide you this functionality.

- **Response Time** – Accurint query responses come back virtually instantly (less than 1,000 milliseconds) and Accurint reports are generated in under four seconds.
- **Timeliness of Data** – Data is updated as often as daily, depending upon the data source. Queries and reports are always run against the most current data, so there is no need to wait until the end of the month or the end of the quarter to obtain current information.
- **Configurability** – The user can control the results included in reports, and preferences can be saved as a default setting.
- **User-Friendliness** – Based upon customer testimonials, Accurint is the easiest system on the market to use.
- **Reverse Search Capability** – The Accurint system offers the unique capability to query each search in a reverse manner. A user can enter a street address and Accurint will return all associated records pertaining to the queried address.

Sincerely,

Micah Asch  
LexisNexis Proposal Manager

# WARREN COUNTY AUDITOR

406 JUSTICE DRIVE, LEBANON, OHIO 45036

**MATT NOLAN**

AUDITOR

[mnolan@wcauditor.org](mailto:mnolan@wcauditor.org)

(513) 695-1235

[www.wcauditor.org](http://www.wcauditor.org)

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## WARREN COUNTY BLANKET CERTIFICATE OF EXEMPTION

The undersigned hereby certifies that the articles of tangible personal property purchased or the transactions by which lodging by a hotel is or is to be furnished to transient guests from **LexisNexis Risk Solutions FL, Inc., 1000 Alderman Drive, Alpharetta, GA 30005** after **January 1, 2018** shall be purchased for Warren County, a political subdivision of the State of Ohio as exempted by Section 5739.02(B)(1) of the Ohio Revised Code:

**County Government**  
**Tax Exempt # 31-60000-58W**

This certificate shall continue in force until revoked and shall be considered a part of each order given to the above named vendor unless the order specifies otherwise.

Signed   
Matt Nolan

Title Warren County Auditor  
Address 406 Justice Dr.  
Lebanon, Ohio 45036  
Date 03/28/2018  
Phone 513-695-1101

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

# Resolution

Number 18-0751

Adopted Date May 08, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2018-2019 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER PARENT SUCCESS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract for FY2018-2019 with Warren County Educational Service Center Parent Success Program, effective July 1, 2018 to June 30, 2019, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Educational Service Center  
Juvenile Court (file)  
Ohio Department of Youth Services



## CONTRACT FOR SPECIALIZED CARE SERVICES

This Contract is made this first day of July, 2018, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

**WHEREAS**, the County requires specialized care services and

**WHEREAS**, the Provider is able to provide specialized services.

**NOW, THEREFORE**, it is agreed that:

I. **DUTIES OF PROVIDER:**

To provide intensive, home based parenting support and education to parents that may include but not be limited to:

- The Parent Success Program provides intensive, home-based parenting support and education to parents of children with behavior problems. The goal of the program is to increase the protective factors of the parents and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with. The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.
- The program will consist of a minimum of at least six home visits lasting at least two hours each.
- Written reports. The ESC will provide all information as required by Juvenile Court

**II. LENGTH OF CONTRACT:**

This Contract shall become effective on July 1, 2018 and shall remain in force and effect up to and including June 30, 2019, unless terminated as provided herein.

**III. POLICY OF NON-DISCRIMINATION:**

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

**IV. RELATIONSHIP OF PARTIES:**

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

**V. GOVERNING LAW:**

This Contract 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.

**VI. INDEMNIFICATION:**

Provider will defend, indemnify, protect, and save the County harmless 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 the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, 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 the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

**VII. PARTIES:**

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

**VIII. COMPLIANCE WITH LAWS AND REGULATIONS:**

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

**IX. COMPENSATION AND NOTICES:**

The Provider shall be compensated at the rate of \$22,000 for all services provided which is estimated to serve 30 families/youth.

TO: Provider

Warren County Educational Service Center  
1879 Deerfield Road  
Lebanon, Ohio 45044  
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court  
900 Memorial Drive  
Lebanon, Ohio 45036  
Phone Number: 513-695-1160

Invoices shall be made effective December 1, 2018 with the level billing amount of \$5,500 bi-monthly. Invoices will be made in December 2018, February 2019, April 2019 and June 2019. The total sum being \$22,000. Each invoice will list the months of service being provided.

**X. CHILD SUPPORT:**

N/A

**XI. INSURANCE:**

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider 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, Provider 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 this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider 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, Provider 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 this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

**XII. ENTIRE CONTRACT:**

This Contract contains the entire contract between the Provider and the County 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.

**XIII. 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.

**XIV. 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.

**XV. 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.

**XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:**

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

**XVII. 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.

**XVIII. TERMINATION:**

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

**IN WITNESS WHEREOF**, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 18-0751 of Warren County Board of Commissioners dated 5/8/18.

Signed and acknowledged in the presence of:

[Signature] Date 5/8/18  
Board of Warren County Commissioners

[Signature] Date 4.9.18  
Joseph Kirby, Judge  
Warren County Juvenile Court

[Signature] Date 4/24/18  
Tom Isaacs, Superintendent  
Warren County Educational Service Center – Coordinated Care

[Signature] Date 4/24/18  
Alleyn Unversaw, Treasurer  
Warren County Educational Service Center

Approved as to Form:

[Signature] Date 4-4-18  
Keith Anderson  
Assistant Prosecuting Attorney

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

# Resolution

Number 18-0752

Adopted Date May 08, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2018-2019 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER ATTENDS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract for FY2018-2019 with Warren County Educational Service Center Attends Program, effective July 1, 2018 to June 30, 2019, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Educational Service Center  
Juvenile Court (file)  
Ohio Department of Youth Services

## CONTRACT FOR SPECIALIZED CARE SERVICES

This Contract is made this first day of July, 2018, between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

**WHEREAS**, the County requires specialized care services and

**WHEREAS**, the Provider is able to provide specialized services.

**NOW, THEREFORE**, it is agreed that:

### I. DUTIES OF PROVIDER:

To provide tailored services to chronic truants and their families that may include but not be limited to:

- Intensive in home treatment/case management which may include but not be limited to assessment, case planning, mediation, parent training and support, behavior management, behavior charts, house rules, house schedule, role modeling, skill building, anger management, goal setting, counseling, tutoring, and other services needed to improve behavior and school attendance.
- Consultation with partnering agencies
- Organized community service projects, mentoring, and activities
- School based services including attendance checks, attending educational planning meetings, and acting as a liaison between schools and parents
- Wake- up services
- Transportation
- Graduated incentives for youth and families
- Written reports. The ESC will provide all information as required by Juvenile Court



**II. LENGTH OF CONTRACT:**

This Contract shall become effective on July 1, 2018 and shall remain in force and effect up to and including June 30, 2019, unless terminated as provided herein.

**III. POLICY OF NON-DISCRIMINATION:**

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

**IV. RELATIONSHIP OF PARTIES:**

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

**V. GOVERNING LAW:**

This Contract 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.

**VI. INDEMNIFICATION:**

Provider will defend, indemnify, protect, and save the County harmless 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 the Provider, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the Provider, 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 the Provider, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

**VII. PARTIES:**

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

**VIII. COMPLIANCE WITH LAWS AND REGULATIONS:**

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

**IX. COMPENSATION AND NOTICES:**

The Provider shall be compensated at the rate of \$50,000 (\$25,000 prior to August 1, 2018 and \$2,500 per month effective August 2018-May 2019) for all services provided

TO: Provider

Warren County Educational Service Center  
1879 Deerfield Road  
Lebanon, Ohio 45044  
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court  
900 Memorial Drive  
Lebanon, Ohio 45036  
Phone Number:513-695-1160

Invoice shall be made prior to August 31, 2018 for an initial lump sum \$25,000. Effective August 1, 2018, invoices will be submitted with the level billing amount of \$2,500 for a period of ten months through May 1, 2019. Each invoice will list the months of service being provided.

X. **CHILD SUPPORT:**

N/A

XI. **INSURANCE:**

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider 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, Provider 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 this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider 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, Provider 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 this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

**XII. ENTIRE CONTRACT:**

This Contract contains the entire contract between the Provider and the County 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.

**XIII. 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.

**XIV. 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.

**XV. 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.

**XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:**

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

**XVII. 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.


**XVIII. TERMINATION:**


This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

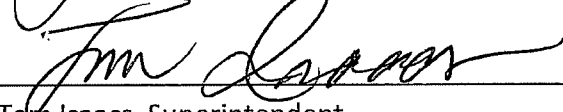
**IN WITNESS WHEREOF**, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

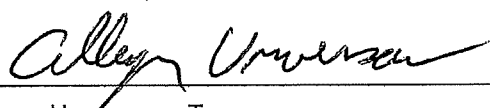
This Contract is entered into by Resolution No. 18-0752 of Warren County Board of Commissioners dated 5/8/18.

Signed and acknowledged in the presence of:

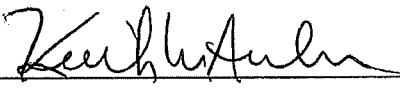
  
\_\_\_\_\_  
Board of Warren County Commissioners 5/8/18  
Date

  
\_\_\_\_\_  
Joseph Kirby, Judge 4-9-18  
Warren County Juvenile Court Date

  
\_\_\_\_\_  
Tom Isaacs, Superintendent 4-24-2018  
Date  
Warren County Educational Service Center – Coordinated Care

  
\_\_\_\_\_  
Alleyn Unversaw, Treasurer 4/24/18  
Date  
Warren County Educational Service Center

Approved as to Form:

  
\_\_\_\_\_  
Keith Anderson 4-4-18  
Assistant Prosecuting Attorney Date

# Resolution

Number 18-0753

Adopted Date May 08, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2018-2019 WITH THE WARREN CO EDUCATIONAL SERVICE CENTER TRUANCY PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

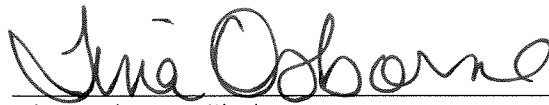
BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute an Agreement for FY2018-2019 with Warren County Educational Service Center Truancy Program, effective July 1, 2018 to June 30, 2019, on behalf of the Warren County Juvenile Court as attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Warren County Educational Service Center  
Juvenile Court (file)  
Ohio Department of Youth Services

# AGREEMENT

## I. PARTIES

The parties to this Agreement are WARREN COUNTY EDUCATIONAL SERVICE CENTER – COORDINATED CARE, (hereinafter “Provider”) and the Board of Warren County Commissioners, for and on behalf of WARREN COUNTY JUVENILE COURT (hereinafter “County”) 900 Memorial Drive, Lebanon, Ohio 45036;

## II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide Truancy Education Group facilitation to youth, their families and other designated individuals who come to the attention of the Court.

## III. TERM

- (A). The term of this Agreement shall be for the fiscal year 2019.
- (B). The term shall commence on July 1, 2018 and end on June 30, 2019.

## IV. DUTIES OF THE PROVIDER

(A). Provider shall:

1. Provide Truancy Education Group facilitation to youth, their families and other designated individuals referred by Warren County Juvenile Court.
2. Bill the County for an initial lump sum payment of \$17,000.00 prior to August 31, 2018 for Truancy Education Group facilitation services.
3. Effective September 1, 2018, bill the County on a monthly basis for Truancy Education Group facilitation services with the level billing amount of \$1,700.00. Each invoice will list the months of service being provided.
4. Invoices to the County should not exceed a total of \$34,000.00.

5. Provide written case summaries and recommendations when applicable, to include the necessary statistical reporting information required by the Ohio Department of Youth Services grant.
  6. Monthly invoices should include brief summary of services rendered.
  7. Ensure that a facilitator is available for any and all scheduled sessions.
- (B). Provider and its employees will maintain proper licensures and valid certifications issued by the State of Ohio as may be necessary as to provide such service.

**V. COUNTY RESPONSIBILITIES**

(A). The County shall:

1. Pay the above compensation when appropriate billing is turned in by the Provider.
2. Provide appropriate space for groups, if necessary.
3. Provide notice of the statistical reporting information needed so as the complete reports to the Ohio Department of Youth Services.

**VI. FRINGE BENEFITS: PERS/STRS: TAX WITHHOLDINGS**

(A). The County shall not be responsible for any accrue sick leave, vacation leave, personal day leave or holiday pay for any worker from Provider.

(B). The County shall not be responsible for any cost of: health insurance, life insurance or other similar fringe benefits as may be provided to the regular employees of the provider.

(C). Provider shall be responsible for any taxes owed from revenue earned from this agreement.

**VII. NO PROMISE OF FUTURE EMPLOYMENT**

(A). Provider acknowledges that this agreement does not represent any promise of future agreements or employment opportunities for employees of the Provider by the County and that no such promise has been made.



**VIII. INDEMNIFICATION/HOLD HARMLESS**

Provider shall indemnify and hold the County harmless from all damages, costs, expenses, claims, suits, causes of action and attorney fees as may be occasioned to Provider and its employees while performing pursuant to this Agreement or as a result of Provider or its employee's negligent, reckless and/or willful and wanton performance of his/her responsibilities pursuant to this Agreement and for intentional misconduct in the performance of his/her responsibilities pursuant to this Agreement.

**IX. TERMINATION**

Either party may terminate this Agreement upon (30) days written notice to such other party. Upon termination, Provider shall return to the County any property of the County coming into his/her possession as a result of this Agreement including records. Provider shall be compensated for all work performed as of the date of termination less any expenses which may be incurred by the County in obtaining a substitute to complete the services provided herein.

**X. ENTIRE AGREEMENT**

This writing shall represent the entire Agreement between the parties and all previous representations, discussions and negotiations, whether oral or written which tend to supplement, contradict, or modify the terms of hereof are of no force and effect. This Agreement may not hereafter be modified except in writing signed by the parties hereto.

**XI. BINDING EFFECT**

This Agreement shall be binding upon heirs, successors, executors, administrators and assigns of these parties hereto.

**XII. INSURANCE**

Provider shall carry statutory Workers Compensation Insurance and statutory employers liability insurance as required by law.

**XIII. PROPRIETARY RIGHTS**

Provider agrees that all proprietary interests, including but not limited to copyrights, patents and literary rights, acquired in the course of said Agreement shall be the sole property of the County.

**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 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. WAIVER**

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

**XVI. 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.

**XVII. ASSIGNMENT**

Neither party shall assign any of its rights or delegate any of its duties under this Agreement without written consent of the other party.

**XVIII. GOVERNING LAW**

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 agreements executed and fully performed in the State of Ohio.

**XIX. PARTIES**

At all times during the duration of this Agreement, the Provider and County shall act as independent contractors in connection with performance of the respective obligations under this Agreement.

**XX. RELATIONSHIPS OF THE PARTIES**

Wherever this Agreement refers to either the Provider and County, these terms shall include the agents, employees or authorized representatives of each party.

**XXI. POLICY OF NON-DISCRIMINATION**

Provider agrees that all services which it provides under this Agreement shall be made available without consideration of race, color, gender, creed disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age, or national origin. The Grantee shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, which from time to time may be amended.

**XXII. CONFIDENTIALITY**

Provider shall keep all information confidential during and after the duration of this Agreement.

SIGNATURE PAGE

Witness their hands this 8 day of May, 2018.

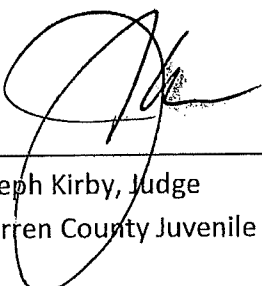
Signed and acknowledged in the presence of:

  
\_\_\_\_\_

Board of Warren County Commissioners

5/8/18      18-0753


Date / Resolution Number

  
\_\_\_\_\_

Joseph Kirby, Judge  
Warren County Juvenile Court

4.9.18  
\_\_\_\_\_

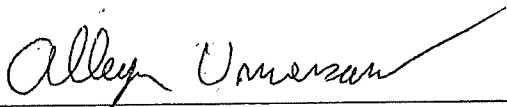
Date

  
\_\_\_\_\_

Tom Isaacs, Superintendent  
Warren County Educational Service Center – Coordinated Care

4/24/18  
\_\_\_\_\_

Date

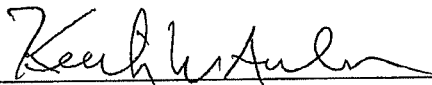
  
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Alleyn Unversaw, Treasurer  
Warren County Educational Service Center

4/24/18  
\_\_\_\_\_

Date

Approved as to Form:

  
\_\_\_\_\_

Keith Anderson

4-4-18  
\_\_\_\_\_

Date

# Resolution

Number 18-0754

Adopted Date May 08, 2018

ENTER INTO AGREEMENT WITH TRAINING NETWORK FOR ACCESS TO ONLINE SAFETY TRAINING LIBRARY ON BEHALF OF THE WATER & SEWER DEPARTMENT

WHEREAS, the Water and Sewer department provides safety training each year for employees; and

WHEREAS, the Training Network Library provides online training materials; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Vice President of the Board of County Commissioners to enter into an Online Usage Agreement between Training Network and this Board of Warren County Commissioners on behalf of the Warren County Water and Sewer Department for access to training materials, copy of said agreement attached hereto and made part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Training Network  
Water/Sewer (file)

## ONLINE TRAINING USAGE AGREEMENT

This Online Training Usage Agreement ("Agreement"), is entered into as of **April 17, 2018** by and between Long Island Productions, Inc., dba TRAINING NETWORK (hereafter referred to as "TRAINING NETWORK"), a North Carolina corporation having its principal place of business at 106 Capitola Drive, Durham, North Carolina, USA, and **Warren County Water & Sewer** (hereafter referred to as "Customer"), a **Ohio State Municipality** having its principal place of business at **406 Justice Drive, Lebanon, OH 45036**.

The parties agree as follows:

1. TRAINING NETWORK maintains a library of online, Internet-based training programs on Safety, Health, Regulatory Compliance and other topics. Customer would like to use TRAINING NETWORK's online training programs to train its employees.
2. Customer recognizes that because TRAINING NETWORK's online training programs are "video-rich", some type of high-speed connection to the Internet (such as a T-1 line, cable modem, or higher speed DSL or ISDN line) is necessary to play TRAINING NETWORK's training programs satisfactorily. It is Customer's responsibility to maintain adequate Internet connections and end user equipment to utilize TRAINING NETWORK's training programs.
3. Customer will have access to all of the training programs listed in Addendum A during this Agreement.
4. Customer recognizes that training programs offered by TRAINING NETWORK are copyrighted and are protected by United States and International copyright laws. Customer will not record, copy or distribute TRAINING NETWORK training programs excepting any incidental copying necessary to access the training programs.

All copyright, trademark and other proprietary rights in the TRAINING NETWORK NOW training website and system, as well as in the services, products, software, text, graphics, design elements, audio, music and all other materials originated or used by TRAINING NETWORK on the training website and in the software are reserved to TRAINING NETWORK and/or its suppliers.

TRAINING NETWORK is a DBA of Long Island Productions, Inc. In addition, the TRAINING NETWORK NOW Online training website may contain trademarks, logos and links to other websites. Any domain names, URLs, trademarks, logos or any other content appearing on the website or websites that are linked to the TRAINING NETWORK NOW training website, are the sole property of their respective owners.

5. TRAINING NETWORK will make commercially reasonable efforts to have TRAINING NETWORK's training programs available 24 hours a day, 7 days a week. Customer recognizes that from time to time the TRAINING NETWORK NOW system will need to undergo maintenance as well as have repairs made due to unanticipated problems with hardware, software and telecommunications vendors. Periodic and routine maintenance will be scheduled, where practicable, outside of normal business hours. TRAINING NETWORK will work closely with telecommunications and other involved vendors, if problems do occur, to minimize the system's down-time. TRAINING NETWORK and its distributors, resellers, website operator, and/or other agents and associated vendors do not warrant or guarantee that the functions or services performed through the TRAINING NETWORK NOW training website and course-delivery system will be uninterrupted or error-free, or that defects in the system will be corrected at any particular time.

6. TRAINING NETWORK'S TRAINING PROGRAMS, SERVICES, RELATED SOFTWARE, INFORMATION AND PRODUCTS THAT ARE ACCESSED OR PURCHASED DIRECTLY OR INDIRECTLY THROUGH THE TRAINING NETWORK NOW TRAINING WEBSITE AND DELIVERY SYSTEM ARE PROVIDED "AS IS", WITHOUT WARRANTY, EXPRESSED OR IMPLIED. TRAINING NETWORK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS, EXCLUDE ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

TRAINING NETWORK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS OR SUITABILITY OF THE INFORMATION OR SERVICES COVERED UNDER THIS AGREEMENT. TRAINING NETWORK CANNOT AND DOES NOT WARRANT AGAINST HUMAN AND MACHINE ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA. TRAINING NETWORK CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT TRAINING NETWORK'S TRAINING PROGRAMS OR ANYTHING ELSE THAT IS AVAILABLE FOR DOWNLOADING FROM TRAINING NETWORK'S TRAINING WEBSITE WILL BE FREE OF INFECTION BY VIRUSES, WORMS, "TROJAN HORSES" OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

TRAINING NETWORK's training programs have been created to assist facilities that are endeavoring to educate their employees regarding good safety and health practices. The information contained in the training programs is the information available to TRAINING NETWORK at the time the training programs were produced. All information in the training programs should be reviewed for accuracy and appropriateness to assure that it conforms to Customer's situations and recommended procedures, as well as to any state, federal or other laws, standards and regulations governing Customer's operations. There is no warranty, expressed or implied, that the information in TRAINING NETWORK's training programs is accurate or appropriate for any particular facility's environment.

7. 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.

8. Some jurisdictions do not allow the disclaimer of certain implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so some of the above disclaimers, limitations and exclusions may not apply to you. TRAINING NETWORK SHALL NOT BE LIABLE TO CUSTOMER UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO TRAINING NETWORK'S TRAINING PROGRAMS AND/OR TRAINING WEBSITE, COURSE-DELIVERY SYSTEM AND OTHER SOFTWARE, OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM LOSS OF BUSINESS, ANTICIPATED PROFITS OR REVENUE. IN ANY CASE, THE TOTAL LIABILITY OF TRAINING NETWORK AND ITS DISTRIBUTORS, RESELLERS, WEBSITE OPERATOR AND/OR OTHER AGENTS AND VENDORS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS, IF ANY, FOR LOSSES OR DAMAGES OF ANY KIND WILL NOT EXCEED THE TOTAL AGGREGATE SUM OF \$500.

9. Customer agrees that neither TRAINING NETWORK nor its officers, directors, employees, agents and suppliers, will be liable in connection with any of the following:

- The use of or the inability to use the training programs, website or any related products or services.
- The cost of procuring substitute goods or services needed as a result of using any goods, data, information or services purchased or obtained, or transactions entered into, through the TRAINING NETWORK NOW system.
- Statements or conduct of any third party on TRAINING NETWORK NOW's website.
- Reliance on the informational content of TRAINING NETWORK NOW's training programs website.

10. Customer has agreed to purchase a **one year subscription to the complete TRAINING NETWORK NOW library for up to 99 trainees**. Customer will be charged Nine Hundred Ninety Five Dollars **{ \$995 }** for access to these training programs. Payment is due in full prior to using the service.

- a. Customer understands the charge noted above is for access to the training videos only. Customer will have the ability to add and disable users as they require during the term of the agreement in order to control access. Should customer require Training Network to initially or subsequently upload a list or lists of users they want to be able to access the videos, there will be additional charges for this work. Said charges will be billed to the customer at the hourly rate of \$150.00 per hour.

11. This Agreement will be for a term of one year beginning on **May 1, 2018** and will be automatically extended for additional one year periods unless terminated by either party, in writing, at least 60 days prior to the agreement's scheduled expiration date.

12. If this Agreement is terminated for any reason, the provisions of paragraphs 4, 7, 8, 9, and 14, addressing copyrights and trademarks, waiver, release and limitation of liability, and law and venue, will survive said termination.

13. Customer may assign, license or sub-license any rights granted under this Agreement only with the prior written consent of TRAINING NETWORK. TRAINING NETWORK may assign this Agreement in its entirety without any consent to its parents, affiliates or subsidiaries or in connection with a merger, reorganization or sale of all or substantially all of the assets or business to which this Agreement relates.

14. This Agreement will be governed by the laws of the State of Ohio, USA, notwithstanding its conflict of laws principles. The illegality of any provision of this Agreement will not affect the enforceability of all other provisions of the Agreement.

15. TRAINING NETWORK's training programs and/or other products and services available through the TRAINING NETWORK NOW training website and delivery system are subject to United States export controls and may not be accessed or used by:

- A national or resident of Cuba, Libya, Sudan, North Korea, Iran, Syria or any other country to which the United States has embargoed goods.
- Anyone on the U.S. Treasury Department's list of "Specially Designated Nationals" or the U.S. Commerce Department's "Table of Denial Orders"

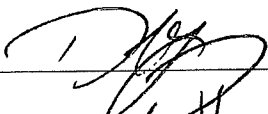
Customer hereby agrees to the constraints listed above and represents and warrants that no employee or other person related to Customer who is a national, resident or under control of any country on the lists specified above will be given access to TRAINING NETWORK training programs or through Customer's access ways.

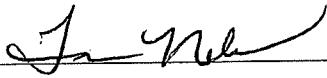



16. This Agreement and the attached addendums constitute the entire agreement and understanding of the parties relating to the subject matter addressed. This Agreement may not be amended, discharged or waived except in writing signed by both TRAINING NETWORK and Customer.

For: Warren County Water & Sewer

For: Long Island Productions, Inc.  
dba TRAINING NETWORK

By:   
Name: David G. Young  
Title: Vice President  
Date: 5/8/18

By:   
Name: Terrica Nelson  
Title: Operations Coordinator  
Date: 4/17/18

**APPROVED AS TO FORM**  
  
**Adam M. Nice**  
**Asst. Prosecuting Attorney**

**TRAINING PROGRAM LISTING**

The training programs listed below are assigned to **Warren County Water & Sewer** online account for access by their employees.

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-All Available TN NOW Titles

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

# Resolution

Number 18-0755

Adopted Date May 08, 2018

APPROVE AND AUTHORIZE THE SUBMISSION OF THE FISCAL YEAR 2018 WARREN COUNTY ANNUAL ACTION PLAN

WHEREAS, to be eligible to apply for Community Development Block Grant (CDBG) funds, the U.S. Department of Housing and Urban Development (HUD) requires each applicant to prepare and submit an Annual Action Plan; and

WHEREAS, Warren County has completed the requirements for said Plan as set forth by the U.S. Department of Housing and Urban Development; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the submission of the Fiscal Year 2018 Warren County Annual Action Plan to the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED, to authorize the President and/or Vice-President of this Board to sign documents relative thereto.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: OGA (file)  
HUD

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009

Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

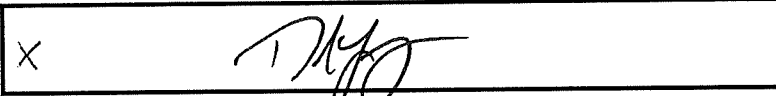
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	President of Board of Commissioners
APPLICANT ORGANIZATION	DATE SUBMITTED
Warren County Board of Commissioners	

### Application for Federal Assistance SF-424

<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>
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<b>* 3. Date Received:</b> <input type="text" value="05/07/2018"/>	<b>4. Applicant Identifier:</b> <input type="text"/>
---	---

<b>5a. Federal Entity Identifier:</b> <input type="text"/>	<b>5b. Federal Award Identifier:</b> <input type="text"/>
---	--

**State Use Only:**

<b>6. Date Received by State:</b> <input type="text"/>	<b>7. State Application Identifier:</b> <input type="text"/>
--	--

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="31-60000-58"/>	<b>* c. Organizational DUNS:</b> <input type="text" value="7843276080000"/>
--	--

**d. Address:**

**\* Street1:**   
**Street2:**   
**\* City:**   
**County/Parish:**   
**\* State:**   
**Province:**   
**\* Country:**   
**\* Zip / Postal Code:**

**e. Organizational Unit:**

<b>Department Name:</b> <input type="text" value="Warren County Grants Administr"/>	<b>Division Name:</b> <input type="text"/>
--	---

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**  **\* First Name:**   
**Middle Name:**   
**\* Last Name:**   
**Suffix:**

**Title:**

**Organizational Affiliation:**

**\* Telephone Number:**  **Fax Number:**

**\* Email:**

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

US Department of HUD

**11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

**\* 12. Funding Opportunity Number:**

14.218

\* Title:

CDBG Entitlement Grant

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Warren County will use CDBG funds for infrastructure, aid to homeless and to remove architectural barriers to ADA compliance.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="737,744.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="737,744.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:


\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:



## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

\_\_\_\_\_  
Signature/Authorized Official

5/8/18  
Date

## Specific CDBG Certifications

The Entitlement Community certifies that:

**Citizen Participation** — It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** — Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan** — It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** — It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
2. **Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) \_\_\_\_\_, \_\_\_\_\_ (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** — It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws** – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Laws** – It will comply with applicable laws.

 \_\_\_\_\_ 5/8/18  
Signature/Authorized Official Date

Vice President  
Title

**Specific HOME Certifications - N/A**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## ESG Certifications - NA

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**HOPWA Certifications - NA**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

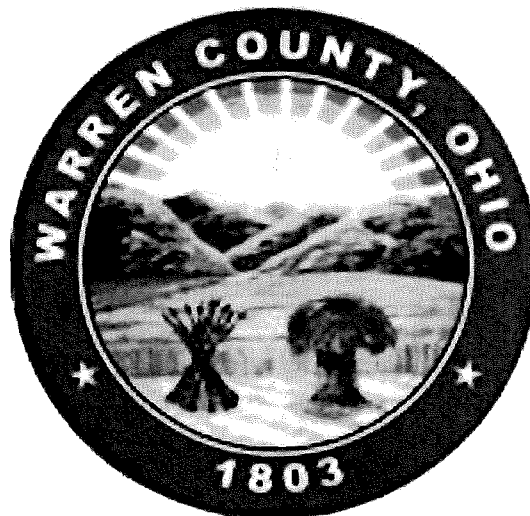


# Warren County, Ohio

2018 Action Plan

B18UC390009

Fifth Year Action Plan of the  
Consolidated Plan



## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

Warren County, Ohio was established in 1803 and is located in the Southwest corner of the State. It is bounded by Montgomery and Greene Counties to the north, Clinton County to the east, Hamilton and Clermont Counties to the south, and by Butler County to the west. Warren County is approximately 25 miles north of Cincinnati and 35 miles south of Dayton, encompassing 407 square miles. Warren County consists of 11 Townships (Clearcreek, Deerfield, Franklin, Hamilton, Harlan, Massie, Salem, Turtlecreek, Union, Washington, and Wayne), 4 cities (, Franklin, Lebanon, Mason, and Springboro) and 9 villages (Carlisle, Butlerville, Corwin, Harveysburg, Maineville, Morrow, Pleasant Plain, South Lebanon and Waynesville).

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

1. **Workforce Training** – Training for the long-term unemployed; the underemployed; individuals with special needs who can benefit from training; and consumers of diverse social services. Skill building in occupations where there is a labor shortage including skilled and semi-skilled occupations will help these individuals attain a greater level of self-sufficiency and support economic development initiatives in Warren County.
2. **Affordable, Practical Transit** – Lack of affordable, practical transportation options were cited as a barrier to self-sufficiency for individuals who were low or moderate income, households with one or no vehicle for two adults, or for those unable to drive a vehicle. It was cited as a significant barrier to acquiring and maintaining employment, educational training, and meeting basic daily needs.
3. **Affordable Housing** - The number of low and moderate income households is greater than the number of housing units affordable to them without imposing a housing cost burden greater than or equal to 30% of household income. There are 13,586 households who earn less than 100% of the County's Median Income *and* pay more than 30% of income on housing (defined as a housing cost burden), of whom 6,659 pay more than 50% of income on housing (defined as extreme housing cost burden). Rehabilitation of existing units, home repairs, and new

construction of affordable housing were all cited as needs. The need for affordable housing units included both subsidized and market rate affordable housing.

4. **Home Repairs:** Consultation with service providers indicated many low income households can afford to cover general housing costs, but are unable to afford mechanical or system failures including furnaces or roofs. Seniors on fixed incomes are especially vulnerable to these emergencies.
5. **Special Needs** – Supportive services and housing assistance for all special needs groups were identified as a need. Services for seniors, the mentally disabled, and individuals with chronic drug/alcohol addictions were most consistently noted as being in critical need for housing and supportive services. There is much overlap between the latter two and the chronically homeless.
6. **Homelessness Services and Prevention** – Homeless service providers and other members of the Housing Advisory Committee indicated a need to provide resources for case management, emergency shelter, transitional housing, and resources to the short term and chronically homeless needed to connect these individuals to employment opportunities, training programs, and housing.
7. **Infrastructure** – Maintenance or new infrastructure including road, water, sewer, stormwater, and other infrastructure improvements relevant to improving the quality of life of low and moderate residents and special needs groups.
8. **Administrative and Operating Costs** – A number of service providers indicated it is more difficult to obtain funds that cover operational costs than for the actual services themselves, so much so that it limits organizations' capacity to administer resources at their disposal.

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

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The County has evaluated previous projects based on the following areas:

National Objective: Did the project meet a national object as outlined in HUD's standards? Did the projects develop community?

MBE: Was an effort made to reach out to Minority Businesses?

Timeliness: Did projects begin and end on time?

Finances: Were engineer estimates reasonable? Were invoices correct and submitted on time? Was prevailing wages used, when applicable?

Outcome: Did the project meet the need that it was designed to meet?

Issues: If any issues occurred, were they rectified quickly?

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

Two public hearings were held in preparation for this plan: one on September 28, 2018 and on March 13, 2018. Public comment periods were also held.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were no comments submitted from the public in response to the two public hearings and public comment period.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

There were no comments or views that were not accepted.

#### **7. Summary**

Warren County strives to develop our community through CDBG funds and other means. We seek public comment and counsel to help determine the needs of the County.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WARREN COUNTY	
CDBG Administrator	WARREN COUNTY	Warren County Grants Department
HOPWA Administrator		
HOME Administrator	WARREN COUNTY	Warren County Grants Department
HOPWA-C Administrator		

**Table 1 – Responsible Agencies**

**Narrative (optional)**

**Consolidated Plan Public Contact Information**

Susanne Mason, Warren County Grants Administration

406 Justice Drive

Lebanon, OH 45065

513-695-1210

masosu@co.warren.oh.us

Greg Orosz, Warren County Regional Planning Commission

513-695-2716

gregory.orosz@co.warren.oh.us

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

The County continues to meet regularly with the Regional Planning Commission for work on implementing our consolidated plan. Key agencies, such as homeless shelters, and political subdivisions, especially those requesting CDBG funds, were consulted on Action Plan development.

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

Warren County holds public meetings in which the cities, villages and health agencies are encouraged to attend. During these meeting, CDBG funding is discussed. The Grants Office regularly takes calls and questions from various municipalities as well as housing providers. The County will continue to work with the Warren County Housing Coalition to enhance coordination between public and private housing, health, and social service agencies. Warren County Regional Planning Commission and the Grants Administration Office are members of the Warren County Housing Coalition. The Housing Advisory Committee is also a valuable resource for information and communication.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Metropolitan Housing and homeless shelters, such as Interfaith Hospitality Network (IHN), often work together to help persons who are homeless by guiding them towards affordable housing, finding homes, securing jobs and furnishing homes.

#### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Warren County does not receive ESG funds.

### **2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	Warren Metropolitan Housing Authority
	<b>Agency/Group/Organization Type</b>	Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In person meetings and phone conferences were utilized. Anticipated outcome is better understanding of housing needs and coordination in serving the public.
2	<b>Agency/Group/Organization</b>	Warren County Fair Housing
	<b>Agency/Group/Organization Type</b>	Service-Fair Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Fair Housing is housed in County Grants Administration and is consulted with regularly. Improved coordination is done through personal meetings and flier distributions.
3	<b>Agency/Group/Organization</b>	Warren County Board of Developmental Disabilities
	<b>Agency/Group/Organization Type</b>	Services-Persons with Disabilities Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In person meetings and phone conferences occurred resulting in better understanding of roles that different offices perform.
4	<b>Agency/Group/Organization</b>	Warren County Career Center
	<b>Agency/Group/Organization Type</b>	Services-Education Civic Leaders



	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Metropolitan Housing Authority and the Career Center have been in contact through meetings. The outcome yielded coordination in using students to help build homes as a part of the project to house a low-income family.
5	<b>Agency/Group/Organization</b>	Warren County Combined Health District
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Health Health Agency Other government - County Regional organization Community Development Financial Institution
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Organization provided information from in-person meetings. The agency continues to have regular meetings with key people on improving the overall health of the county.

6	<b>Agency/Group/Organization</b>	Warren County Community Services
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Small group meetings involving this agency resulted in creating awareness about their educational services, specifically in regards to how to prevent homelessness. Also, transportation needs are evaluated.
7	<b>Agency/Group/Organization</b>	Warren County Human Services
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Persons with HIV/AIDS Services-Health Child Welfare Agency Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	In person meetings between Department heads created opportunity for sharing of information. Also, representatives often attend public meetings in which residents are encouraged to attend.
8	<b>Agency/Group/Organization</b>	Warren County Regional Planning Commission
	<b>Agency/Group/Organization Type</b>	Other government - County Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Public Housing Needs Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	This agency hosts many coordination meetings that cover a large array of topics concerning housing, infrastructure, homelessness, etc.
9	<b>Agency/Group/Organization</b>	Interfaith Hospitality Network
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy

<p><b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b></p>	<p>Representatives from this agency meet in person and during public meetings to discuss needs of homelessness and how CDBG funds can help aid their projects. Main focus of this organization is to provide shelter and reduce homelessness.</p>
---	---

**Identify any Agency Types not consulted and provide rationale for not consulting**

Most agency types were consulted for preparation of this plan.

Federal Government and Publically funded institutions were not consulted in the past year to specifically address any needs, but the County recognizes that they are available for consultation.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Metropolitan Housing Authority	They provide counseling to individuals who receive assistance from HUD-funded programs.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

**AP-12 Participation – 91.105, 91.200(c)**

**1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting**

Warren County hosted two public hearings in preparing for the 2018 Action Plan. The meetings were advertised in the local newspaper and notices were sent out to local public subdivisions. Meeting announcements were also publicized on the County website.

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Newspaper Ad	Non-targeted/broad community	Ads regarding dates public hearing was run in local newspaper, which reaches the general population.	No public comments were made.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Non-targeted/broad community	Two people were in attendance.	The CDBG program was discussed and Warren County's Fair Housing program. No public comments were made.	There were no comments not accepted.	
3	Public Meeting	Non-targeted/broad community	Discussion and description of CDBG program was made during a County Commissioners Meeting.	County Commissioners discussed applications that were submitted for CDBG projects.	There were no comments not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/broad community	Information regarding public hearings were publicized on the County website.	There were no comments received as a result of the website announcement.	There were no comments not accepted.	<a href="http://www.co.warren.oh.us/commissioners/Resources/AgendaMinutes/Default.aspx">http://www.co.warren.oh.us/commissioners/Resources/AgendaMinutes/Default.aspx</a>

Table 4 – Citizen Participation Outreach

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied



**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

**Discussion**

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility Improvements	2014	2018	Non-Housing Community Development		Public Facility Improvements Road, Water, Sanitary Sewer, and Stormwater Mainte		Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2938 Households Assisted
2	Homelessness Prevention, Case Management, Services	2014	2018	Homeless		Facilities for the Homeless		Homeless Person Overnight Shelter: 250 Persons Assisted

Table 6 – Goals Summary

#### Goal Descriptions

1	<b>Goal Name</b>	Public Facility Improvements
	<b>Goal Description</b>	

<b>2</b>	<b>Goal Name</b>	Homelessness Prevention, Case Management, Services
	<b>Goal Description</b>	

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

Over the years, Warren County has made a conscious effort to reach as many low-moderate income areas as possible which special consideration where needs are greatest. We are happy to continue funding project that meets the national object of benefiting LMI persons.

#### Projects

#	Project Name
1	FY18 Emergency Services River Gauge Project
2	FY18 Deerfield Twp - Davis/Rich/Primrose Intersection Project
3	FY18 City of Franklin - Franklin Woods Curb & Gutter Repair
4	FY18 Village of Maineville - ADA Restroom
5	FY18 IHN
6	FY18 ARCS
7	FY18 Administration

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Warren County prioritized these allocations based on need and best way to serve LMI persons. For example, two needs identified in our consolidated plan are neighborhood revitalization and transportation. Our road repair and storm sewer projects address those needs.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	FY18 Emergency Services River Gauge Project
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facility Improvements
	<b>Needs Addressed</b>	Road, Water, Sanitary Sewer, and Stormwater Mainte
	<b>Funding</b>	:
	<b>Description</b>	Installation of two river gauges in South Lebanon and Morrow to provide flood warning.
	<b>Target Date</b>	12/31/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	1533 households in the Village of Morrow, of which 53% are LMI and 455 households in the Village of South Lebanon, of which 70% are LMI.
	<b>Location Description</b>	Two river gauges will be installed at two different low-to-moderate income areas: Village of Morrow and Village of South Lebanon.
	<b>Planned Activities</b>	Install two river gauges to forewarn of flooding issues.
2	<b>Project Name</b>	FY18 Deerfield Twp - Davis/Rich/Primrose Intersection Project
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facility Improvements
	<b>Needs Addressed</b>	Road, Water, Sanitary Sewer, and Stormwater Mainte
	<b>Funding</b>	:
	<b>Description</b>	Reconfiguration of Davis/Rich/Primrose Intersection near Loveland Park.
	<b>Target Date</b>	5/15/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	There are 423 households in the area, of which 37.9% are LMI (Warren County applies the exception criteria).
	<b>Location Description</b>	Intersection is located on the south side of Loveland Park in Deerfield township.
	<b>Planned Activities</b>	Reconfigure existng Rich and Promrose Roads at the intersection of Davis road. Activities include pavement rehabilitation and storm sewer replacemnt.
3	<b>Project Name</b>	FY18 City of Franklin - Franklin Woods Curb & Gutter Repair

	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facility Improvements
	<b>Needs Addressed</b>	Road, Water, Sanitary Sewer, and Stormwater Maintenance
	<b>Funding</b>	:
	<b>Description</b>	Replace curb and gutter along roads in the Franklin Woods neighborhood.
	<b>Target Date</b>	11/30/2018
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Project will benefit 137 households in Franklin, of which 57% are LMI.
	<b>Location Description</b>	Project will take place on the following streets in Franklin: Millard, Stanton, Pam, Patti, Minnick, Faulkner, Fitzgerald, Harding.
	<b>Planned Activities</b>	Remove and replace 4300 feet of deteriorated curb and gutter.
4	<b>Project Name</b>	FY18 Village of Maineville - ADA Restroom
	<b>Target Area</b>	
	<b>Goals Supported</b>	Public Facility Improvements
	<b>Needs Addressed</b>	Public Facility Improvements
	<b>Funding</b>	:
	<b>Description</b>	Remove architectural barriers in Village building to provide restroom access for disabled/handicapped individuals.
	<b>Target Date</b>	2/28/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	There are 390 households in the service area. This project benefits the presumed LMI by removing architectural barriers for an ADA restroom.
	<b>Location Description</b>	Location is 8188 South State Route 48, Maineville, Ohio
	<b>Planned Activities</b>	Removal of architectural barriers to build an ADA-compliant restroom.
5	<b>Project Name</b>	FY18 IHN
	<b>Target Area</b>	
	<b>Goals Supported</b>	Homelessness Prevention, Case Management, Services
	<b>Needs Addressed</b>	Case Management for Persons Experiencing Homelessness

	<b>Funding</b>	:
	<b>Description</b>	Provision of assistance to homeless families.
	<b>Target Date</b>	12/31/2019
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	IHN provides occupancy units each month or about eight different families each month, plus shelter for individuals.
	<b>Location Description</b>	IHN is a county-wide service.
	<b>Planned Activities</b>	Shelter and counseling for homeless.
6	<b>Project Name</b>	FY18 ARCS
	<b>Target Area</b>	
	<b>Goals Supported</b>	Homelessness Prevention, Case Management, Services
	<b>Needs Addressed</b>	
	<b>Funding</b>	:
	<b>Description</b>	Provide assistance and shelter to victims of domestic abuse
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Hundreds of victims of domestic abuse receive service from ARCS each year.
	<b>Location Description</b>	Service is county-wide.
	<b>Planned Activities</b>	Shelter and care for homeless victims.
7	<b>Project Name</b>	FY18 Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	:
	<b>Description</b>	Administration for CDBG and Fair Housing Activities
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	.
	<b>Location Description</b>	General Administration
	<b>Planned Activities</b>	General Administration



## **AP-50 Geographic Distribution – 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Warren County will use CDBG funds to make improvements to public facility infrastructure in the following areas: City of Franklin, Deerfield Township, and the Villages of Maineville, Morrow, and South Lebanon. Each of these areas qualify for CDBG funding based on census information. Additionally, funding will be provided to homeless agencies that have a county-wide service area.

### **Geographic Distribution**

<b>Target Area</b>	<b>Percentage of Funds</b>

**Table 8 - Geographic Distribution**

### **Rationale for the priorities for allocating investments geographically**

Locations were selected based on need and past performance of CDBG projects. Each area receiving funds demonstrated a great need, whereas projects would not be able to occur without the CDBG funding.

### **Discussion**

Targeted areas were not used in our Consolidated Plan. Warren County only uses CDBG funds in areas that qualify as LMI.

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

There are several outlets in Warren County in which LMI residents can benefit from affordable housing. In addition to permanent housing, as listed below, there are opportunities for LMI families to find emergency, temporary housing through homeless shelters such as Bernie’s Place, located in South Lebanon.

One Year Goals for the Number of Households to be Supported	
Homeless	8
Non-Homeless	0
Special-Needs	0
Total	8

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	1
Acquisition of Existing Units	1
Total	2

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Warren County has established the following programs: Home Repair Program, Rehab Program, and Demolition Programs. Program income, originally from the Neighborhood Stabilization Program (NSP: 2009-2013) is used to fund these programs. We work with Warren County Community Services to co-organize some of these events.

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

Warren County Metropolitan Housing provides public housing to qualifying residents in Warren County

### **Actions planned during the next year to address the needs to public housing**

Metropolitan Housing will continue its voucher program which will provide affordable housing to qualifying individuals. It will continue to identify and work with landlords to continue this program.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Warren County Community Services and Warren County Metropolitan Housing provide counseling to individuals about purchasing and financing a home. These agencies are also active in trying to identify various sources of transportation which aids in long-term employment, which ultimately provides income for homeownership.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Metropolitan Housing is classified as a high performance authority.

### **Discussion**

The Metropolitan Housing Authority continues to effectively serve the community.

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Warren County has designated 15% of its CDBG funds (the cap) for special need activities such as providing care and shelter to homeless individuals.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Warren County grants CDBG funds to Interfaith Hospitality Network, which is a program designed to provide both immediate care and long-term guidance to the homeless. They provide shelter to approximately 7 families per month as well as many individuals, with a cumulative occupancy units of approximately 325 each month. The counsel and provide limited transportation for employment.

#### **Addressing the emergency shelter and transitional housing needs of homeless persons**

In addition to Interfaith Hospitality Network, Warren County provides CDBG funding for the Abuse and Rape Crises Shelter, which seeks to provide shelter to 125-150 victims and their children. They provide housing counseling and resources for affordable housing to those needing such services. Approximately 65% of their clients do request this type of guidance.

#### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Counseling on escaping homelessness is offered at each public housing facility. In addition to counseling, resources about public housing, vouchers and affordable housing are provided to clients.

#### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Counseling on home ownership is made available at Warren County Community Services and Metropolitan Housing. They also offer classes for basic life skills, taught by a representative of Ohio State.

### **Discussion**

Other agencies in Warren County that assist in reaching homeless and at-risk individuals are: New Housing Ohio, Bernie's Place, Talbot House, Solutions Community Counseling and Recover Centers, and Veteran Services.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

Action Plan for barriers to affordable housing is listed below.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Warren County has several strategies to remove or ameliorate negative effects of public policy that are barriers to affordable housing. Based upon research and analyses conducted for and described in the Warren County Comprehensive Housing Plan Update 2014, and the participation and input provided by the Housing Advisory Committee (HAC) and Affordability Subcommittee, the following recommendations are made towards housing:

- Advocate for and work to create innovative financial incentives at the State and local level for the development and construction of affordable housing by the building community.
- Build incentives for affordable housing into the Warren County Rural Zoning Code.
- Investigate the potential consolidation of non-profit agencies into a “one-stop-shop” for underserved populations to find assistance with housing in Warren County.
- Declare the creation and preservation of local “Workforce Housing” a public purpose, mindful that wages have not kept pace with housing costs, as documented in the HAC Affordability Subcommittee Report.
- Continue to dedicate Warren County Rehab, Inc. program income funds toward the provision and maintenance of affordable housing through the Warren County Community Services.
- Consider the formation of a Community Land Trust (CLT), which typically acquire and hold land, but sell off residential buildings on that land. The high cost of land is thereby mitigated, making the housing more affordable.
- Implement administrative reforms geared toward the reduction of costly delays in the development review process. This would include the creation of a “one-stop” permitting process function at the County level, including approvals for zoning, building, water, sewer, stormwater management, erosion and sediment control, land subdivision, development guarantee bonding, and economic development incentives.
- Implement administrative reforms geared toward the reduction of development and future public maintenance costs. For example, refine existing “conservation design” zoning regulations, thereby reducing linear distance of installed pavement and associated infrastructure.
- Ensure that a full range of housing opportunities is available, including single family detached, single family attached, and multi-family, appropriate by location, both for home ownership and rental.

- Encourage multi-family housing in areas consistent with the Land Use Element of the Warren County Comprehensive Plan. Establish sufficient density of housing in areas of anticipated future extension of public transportation (i.e. at least 12 dwelling units per acre).
- Affordability of single family homes in Warren County should be measured regularly to better understand trends and initiate appropriate responses

**Discussion:**

As Warren County begins preparations for our next consolidated plan, we are beginning to host round table discussions with key agencies to address affordable housing issues.

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Warren County is involved in reaching underserved needs such as affordable transportation and affordable housing.

### **Actions planned to address obstacles to meeting underserved needs**

Reaching the underserved needs of senior adults is one of Warren County's goals. Last year, the County re- implemented a First Call for Help line and making homes safer to live in. Transportation is another underserved need. Warren County Transit launched a loop service to better serve residents and will continue this effort. The sprawl of residents throughout the county creates a difficult situation, whereas public transit becomes less efficient when traveling throughout a large suburban area, rather than a metropolitan one. However, the loop service has been successful and will expand in the next year.

### **Actions planned to foster and maintain affordable housing**

#### **Actions planned to foster and maintain affordable housing**

Warren County hopes to continue a program in which Warren County Community Services, Warren County Career Center and the Grants administration work together to rehabilitate homes and sell them to qualifying low-moderate income families. Metropolitan Housing Authority continues its voucher program and section 8 housing.

### **Actions planned to reduce lead-based paint hazards**

Since Lead Based Paint has not been utilized in residential structures for numerous years, the frequency of contamination isn't as great as it used to be. Education and communication by way of distribution of information regarding the hazards and how to alleviate them, is the most productive way to education the public.

### **Actions planned to reduce the number of poverty-level families**

The Warren County One Stop Employment Center has contacts with the businesses and employers of the county that post employment opportunities. They also have information regarding any apprenticeship programs that are available. There are various resources of educational improvement facilities such as branches of Devry University, Galen College of Nursing, Hondros College, Southwestern College of Business, Sinclair Community College, Strayer University, Miami Jacobs Career College, and numerous other industrial, technical and trade schools. Additionally, the Warren County Career Center offers vocational training to not just teenagers but adults as well to improve their economic situation.



More job opportunities are coming into the County with new development. For example, Amazon will be building a large distribution center within the county within the next few years. New industries are being built in Mason and Lebanon.

### **Actions planned to develop institutional structure**

Warren County has developed institutional structure by partnering and networking with the following organizations:

- Non-Profit Organizations: Abuse & Rape Crisis Shelter and Interfaith Hospitality Network
- Community/Faith-based Organizations: Warren Co. Community Services, Interfaith Hospitality Network
- Philanthropic Organizations: None identified
- Continuum of Care: Warren Co. Metropolitan Housing Authority
- Public Institutions: Warren Co. Human Services, Warren Co. Fair Housing Office, Board of Developmental Disabilities, Combined Health District, Regional Planning Commission

Representatives from most of the above listed organizations meet quarterly in discussions led by the Regional Planning Commission. They analyze ways to better serve areas of the county, including low-moderate income families and disadvantaged persons. The agencies network throughout the year by telephone discussions and departmental meetings.

The Warren County Board of DD continues its work in representing and caring for disabled persons. They provide care to disabled and play a significant role in working with private industries that house and care for the disabled.

The Grants Administration reaches out to minority businesses via area chamber of commerces to communicate different opportunities within the county.

### **Assessment of Strengths and Gaps of Institutional Structure**

#### **Strengths:**

- The Regional Planning Commission is consistent in hosting quarterly meeting to address needs and to keep the issues in the forefront of organizations' agendas.
- A good representation from the various groups is made at the above mentioned quarterly meetings.
- Leaders in all of the organizations listed above have received contact information and personally know all of the other leaders/department heads. The non-profit/private organizations listed above are a part of the county phone system and email system, even though they are not

considered county departments. This allows for greater connectivity between agencies.

**Gaps:**

- There is still a challenge of identifying private industries that are willing to be involved and stay involved in our coordinated efforts.

**Actions planned to enhance coordination between public and private housing and social service agencies**

Warren County plans to continue holding quarterly meetings among The Warren County Housing Coalition and other agencies and organizations that enhance a productive way of life. The quarterly meetings of this committee encourage and support the coordination of these agencies to work “hand in hand” and to complement each other with a goal of reducing homelessness and providing affordable housing opportunities.

Warren County has recently begun preparing for our next Consolidated Plan and Analysis of Impediments. This preparation involves coordination with many agencies which allows for better understanding of the community needs.

**Discussion:**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

**Introduction:**

Each project funded by CDBG benefits a qualifying LMI neighborhood or a presumed low-income group.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

**HOME Investment Partnership Program (HOME)**  
**Reference 24 CFR 91.220(I)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Not applicable.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Not applicable.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Not applicable.

Not applicable.

## Attachments

**Citizen Participation Comments**

**Warren County Office of Grants Administration**

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406 Justice Drive, Room 251  
Lebanon, Ohio 45036  
(513) 695-1259  
(513) 695-1210  
FAX (513) 695-2980

Attached are resolutions and advertisements for two public hears regarding the FY 2018 Action Plan. This is in compliance with our Citizen Participation Plan.

There were no written comments submitted.

Resolution for Hearing #1  
Ad for Hearing #1  
Proof of Ad  
Resolution for Hearing #2  
Ad for Hearing #2  
Proof of Ad

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

## **Resolution**

Number 17-1354

Adopted Date September 05, 2017

**ADVERTISE FOR PUBLIC HEARING #1 FOR FISCAL YEAR 2018 COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM**

BE IT RESOLVED, to advertise for Public Hearing #1, the first of two public hearings to review the Fiscal Year 2018 Community Development Block Grant (CDBG) Program, to be held Thursday, September 28, 2017, at 6:00 p.m., in the County Commissioners' Meeting Room; and

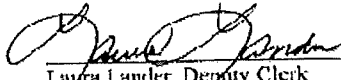
BE IT FURTHER RESOLVED, to direct the Clerk to publish notice of said hearing in Today's Pulse newspaper, in accordance with CDBG guidelines.

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

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

Resolution adopted this 5<sup>th</sup> day of September 2017.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Layra Lander, Deputy Clerk

/stm

cc: OGA (file)

NOTICE OF PUBLIC HEARING  
WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Warren County intends to apply to the U.S. Department of Housing and Urban Development (HUD) for funding under the Community Development Block Grant (CDBG) Entitlement Program, a federally funded program. The County is eligible for approximately \$600,000 of Federal Fiscal Year 2018 CDBG Community Development Program funding, providing the County meets applicable requirements.

The first of two public hearings for this grant program will be held Thursday, September 28, 2017, at 6:00 p.m. in the Warren County Commissioners' Meeting Room, Warren County Administration Building, 406 Justice Drive, Lebanon, Ohio. The purpose of this hearing is to provide citizens with information regarding the CDBG program, including an explanation of eligible activities and program requirements. This program can be used for a broad range of activities, including economic development projects, street improvements, water supply, drainage and sanitary sewer improvements, park acquisition and improvements, demolition of unsafe structures, rehabilitation of housing and neighborhood facilities. These activities must be designed to primarily benefit low- and moderate-income persons, aid in the prevention or elimination of slum and blight, or address an urgent community need.

The County is also eligible to apply to the Ohio Department of Development for funding through the following programs administered by the State:

Community Housing Improvement Program (CHIP)

The CHIP program can fund the rehabilitation of public and private housing units, as well as supportive housing activities incidental to the rehabilitation. Various other housing activities can be undertaken through this program.

Citizens are encouraged to attend this meeting on September 28, 2017, to receive information and provide input on the County's CDBG and CHIP Programs.

Additional information may be obtained from the Warren County Office of Grants Administration, 406 Justice Drive, Room 251, Lebanon, Ohio, at (513) 695-1259 or via e-mail at [susanne.mason@co.warren.oh.us](mailto:susanne.mason@co.warren.oh.us).

Persons requiring special accommodations should contact the Office of Grants Administration at least 72 hours prior to the scheduled meeting to ensure that arrangements can be made to facilitate their participation.

By order of the Warren County Board of Commissioners.

\* \* \* \* \*

Advertise: Today's Pulse, September 10, 2017 (one time)  
Please furnish proof of publication (affidavit)  
Fax or send bill to: Warren County Office of Grants Administration  
406 Justice Drive  
Lebanon, Ohio 45036  
Fax# 695-2980





Dayton Daily News  
SPRINGFIELD NEWS-SUN  
JOURNAL-NEWS Today's Pulse

**PROOF OF PUBLICATION STATE OF OHIO**

**PUBLIC NOTICE**

Before the undersigned authority personally appeared Andrea Felinas, who on oath says that he/she is a Legal Advertising Representative of the Journal-News Pulse of Lebanon and Mason, a daily newspaper of general circulation in Montgomery, Clark, Warren, Butler, Clinton, Greene, Preble, Miami, Darke, Mercer, Shelby, Fayette, Logan, Hamilton, Clermont, Auglaize, and Champaign Counties, and State of Ohio, and he/she further says that the Legal Advertisement, a copy of which is hereunto attached, has been published in the said Journal-News Pulse of Lebanon and Mason, 79 Lines, 1 Time(s), last day of publication being 09/10/2017, and he/she further says that the bona fide daily paid circulation of the said Journal-News Pulse of Lebanon and Mason was over 25,000 at the time the said advertisement was published, and that the price charged for same does not exceed the rates charged on annual contract for the like amount of space to other advertisers in the general display advertising columns.

WARREN CO OFFICE OF GRANTS ADM  
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LEBANON, OH 45036

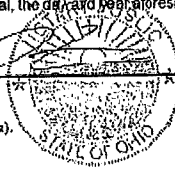
Invoice/Order Number: 0000210869  
Ad Cost: \$205.40  
Paid: \$0.00  
Balance Due: \$205.40

Signed   
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 12th day of September, 2017, in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed   
JUSTIN PETERSON, Notary Public  
My Comm. Expires July 31, 2019

Please see Ad on following page(s).



**NOTICE OF PUBLIC HEARING WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**  
Warren County intends to apply to the U.S. Department of Housing and Urban Development (HUD) for funding under the Community Development Block Grant (CDBG) Entitlement Program, a federally funded program. The County is eligible for approximately \$20,700 of Federal Fiscal Year 2018 CDBG Community Development Program funding, providing the County meets applicable requirements.  
The first of two public hearings for this grant program will be held Thursday, September 28, 2017, at 6:00 p.m. in the Warren County Commissioners' Meeting Room, Warren County Administration Building, 406 Justice Drive, Lebanon, Ohio. The purpose of this hearing is to provide citizens with information regarding the CDBG program, including an explanation of eligible activities and program requirements. This program can be used for a broad range of activities, including economic development projects, street improvements, water supply, drainage and sanitary sewer improvements, park acquisition and improvements, demolition of unsafe structures, rehabilitation of housing and neighborhood facilities. These activities must be designed to primarily benefit low- and moderate income persons, aid in the prevention or elimination of slum and blight, or address an urgent community need.  
The County is also eligible to apply to the Ohio Department of Development for funding through the following programs administered by the State:  
Community Housing Improvement Program (CHIP)  
The CHIP program can fund the rehabilitation of public and private housing units, as well as supportive housing activities incidental to the rehabilitation. Various other housing activities can be undertaken through this program.  
Citizens are encouraged to attend this meeting on September 28, 2017, to receive information and provide input on the County's CDBG and CHIP Programs.  
Additional information may be obtained from the Warren County Office of Grants Administration, 406 Justice Drive, Room 221, Lebanon, Ohio, at (615) 695-1229 or via e-mail at [jusgrantsadm@warrencountyohio.gov](mailto:jusgrantsadm@warrencountyohio.gov).  
Persons requiring special accommodations should contact the Office of Grants Administration at least 72 hours prior to the scheduled meeting to ensure that arrangements can be made to facilitate their participation.  
By order of the Warren County Board of Commissioners,  
9-10/2017

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

## Resolution

Number 18-0217

Adopted Date February 20, 2018

SET AND ADVERTISE PUBLIC HEARING #2 TO DESIGNATE PROJECTS WARREN COUNTY INTENDS TO FUND FOR THE FY 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) URBAN ENTITLEMENT PROGRAM

BE IT RESOLVED, to authorize the Clerk to advertise one time in a newspaper of general circulation Notice of Public Hearing #2 for FY 2018 Community Development Block Grant (CDBG) Urban Entitlement Program; said hearing scheduled for March 13, 2018 at 9:05 a.m., in the Warren County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, for said advertisement to list the following projects that Warren County intends to fund for the FY 2018 CDBG Urban Entitlement Program:

§ 50,762	Warren County Emergency Services	South Lebanon & Morrow River Gauges
§ 234,000	Deerfield Twp – Davis/Rich Rd Intersection	
§ 175,000	City of Franklin – Curb & Gutter Repair	
§ 50,000	Village of Maineville	ADA Restroom
§ 58,500	Interfaith Hospitality Network – Assistance to Homeless	
§ 42,000	Abuse & Rape Crises Shelter – Housing Assistance to Domestic Victims	
§ 70,000	Administrative Costs	

Awards are based on estimated amounts to be received from US Dept of HUD. Any increase or decrease relative to the grantee's estimated allocation amount will be applied to the Maineville ADA Restroom project (not to exceed \$75,000), Interfaith Hospitality Network (not to exceed public service cap) and Administrative Costs (not to exceed administrative cap).

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

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

Resolution adopted this 20<sup>th</sup> day of February 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: OGA (file)

PROPOSED  
2018 Action Plan of the 2014-2018  
Consolidated Plan for Warren County, Ohio

In 2014, the Warren County Board of Commissioners adopted a Five-Year Consolidated Plan for HUD Entitlement Programs administered by Warren County, including the Community Development Block Grant (CDBG). The Plan describes housing and community development needs and objectives for the five year period of May 1, 2014 through April 30, 2018. The Annual Action Plan which describes projects to be implemented pending available funding during FY2018 is summarized below:

\$ 50,762	Warren County Emergency Services River Gauge Project
\$ 234,000	Deerfield Twp – Davis/Rich/Primrose Intersection
\$ 175,000	City of Franklin– Franklin Woods Curb & Gutter Project
\$ 50,000	Village of Maineville – Admin Building ADA Restroom
\$ 58,500	Interfaith Hospitality Network – Assistance to Homeless
\$ 42,000	Abuse & Rape Crises Shelter – Housing Assistance to Domestic Victims
\$ 70,000	Administrative Costs

Awards are based on estimated amounts to be received from US Dept of HUD. Any increase or decrease relative to the grantee's estimated allocation amount will be applied to the Village of Maineville project (not to exceed \$75,000), Interfaith Hospitality Network (not to exceed public service cap) and Administrative Costs (not to exceed administrative cap).

Warren County will hold a public hearing on its 2018 Action Plan on Tuesday, March 13, 2018, at 9:05 a.m. in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio. Warren County will make the 2018 Action Plan available on March 13, 2018, for a 30-day public comment period commencing on that date. Written comments must be received by April 13, 2018, to be considered. For further information about the Action Plan or the Five-Year Consolidated Plan for Warren County or obtain copies of the Plan please contact the Warren County Office of Grants Administration, 406 Justice Drive, Lebanon, Ohio 45036, (513) 695-1259, or email: [susanne.mason@co.warren.oh.us](mailto:susanne.mason@co.warren.oh.us).

The 2018 Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) at earliest permissible time. HUD has 45 days to review the said Plan.

Citizens are encouraged to attend this public hearing on March 13, 2018, at 9:05 a.m. to express their views and comments on the County's proposed Action Plan.

By order of the Board of County Commissioners.

\* \* \* \* \*

Advertise: Pulse – Lebanon & Mason, February 25, 2018 or earlier (one time)

NOTE: PLACE IN THE LEGAL SECTION OF NEWSPAPER

Please furnish proof of publication (affidavit)

Fax or email immediately to: Warren County Office of Grants Administration Fax:513-695-2980 or [susanne.mason@co.warren.oh.us](mailto:susanne.mason@co.warren.oh.us)

Bill to: Warren County Office of Grants Administration, 406 Justice Drive, Lebanon, Ohio 45036

### Order Confirmation

<b>Call Center Number</b> 1-800-762-2992 <b>Service Rep</b> amy@warren.com <b>Customer Support</b> 1-800-762-2992 <b>Customer Account</b> 1-800-762-2992 <b>Warren County Office</b> 1-800-762-2992 <b>Warren County Office</b> 1-800-762-2992	<b>Product/Service</b> Warren County Office 1-800-762-2992 <b>Warren County Office</b> 1-800-762-2992 <b>Warren County Office</b> 1-800-762-2992 <b>Warren County Office</b> 1-800-762-2992	<b>Order Number</b> 1-800-762-2992 <b>Order Date</b> 1-800-762-2992 <b>Order By</b> 1-800-762-2992 <b>Order For</b> 1-800-762-2992
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Product/Service	Prod. Method	Prod. off. Inst.	Per Amount	Tax Amount	Third Amount	Product/Service	Amount Paid
Warren County Office	1-800-762-2992	1-800-762-2992	1-800-762-2992	1-800-762-2992	1-800-762-2992	Warren County Office	1-800-762-2992
Warren County Office	1-800-762-2992	1-800-762-2992	1-800-762-2992	1-800-762-2992	1-800-762-2992	Warren County Office	1-800-762-2992

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Consolidated Plan for  
Warren County, Ohio**

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- \$50,762 Warren County Emergency Services - River Gauge Project
- \$234,000 Deerfield - Twp
- \$175,000 City of Franklin - Franklin Woods Curb & Gutter Project
- \$50,000 Village of Maineville - Admin Building ADA Restroom
- \$58,500 Interfaith Hospitality Network - Assistance to Homeless
- \$42,000 Abuse & Rape Crisis Shelter - Housing Assistance to Domestic Victims
- \$70,000 Administrative Costs

Awards are based on estimated amounts to be received from US Dept of HUD. Any increase or decrease relative to the grantee's estimated allocation amount will be applied to the Village of Maineville project (not to exceed \$75,000), Interfaith Hospitality Network (not to exceed public service cost) and Administrative Costs (not to exceed administrative cap).

Warren County will hold a public hearing on its 2018 Action Plan on Tuesday, March 13, 2018, at 9:05 a.m. in the County Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio. Warren County will make the 2018 Action Plan available on March 13, 2018, for a 30-day public comment period commencing on that date. Written comments must be received by April 13, 2018 to be considered. For further information about the Action Plan or the Five-Year Consolidated Plan for Warren County or obtain copies of the Plan please contact the Warren County Office of Grants Administration, 406 Justice Drive, Lebanon, Ohio 45036, (513) 655-259, or email: susanne.mason@co.warren.oh.us.

The 2018 Action Plan will be submitted to the U.S. Department of Housing and Urban Development (HUD) at earliest permissible time. HUD has 45 days to review the said Plan.

Citizens are encouraged to attend this public hearing on March 13, 2018, at 9:05 a.m. to express their views and comments on the County's proposed Action Plan.

By order of the Board of County Commissioners.  
2-16-2018

0000309200-01

## Grantee Unique Appendices

### Attachment 2 – Misc Docs:

- AP 38 – Project Summary Table
- Budget Details
- Map
- Monitoring Plan
- Fair Housing Plan

AP-38 Project Summary

Return to Annual Action Plan Projects					
Project Summary Information					
N o.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding
1	FY18 Emergency Services River Gauge Project	Public Facility Improvements		Road, Water, Sanitary Sewer, and Stormwater Maintenance	
	Description		Installation of two river gauges in South Lebanon and Morrow to provide flood warning.		
	Target Date for Completion		12/31/2018		
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		1533 households in the Village of Morrow, of which 53% are LMI and 455 households in the Village of South Lebanon, of which 70% are LMI.		
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		Two river gauges will be installed at two different low-to-moderate income areas: Village of Morrow and Village of South Lebanon.		
	Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)		Install two river gauges to forewarn of flooding issues.		
2	FY18 Deerfield Twp - Davis/Rich/Primrose Intersection Project	Public Facility Improvements		Road, Water, Sanitary Sewer, and Stormwater Maintenance	

Description	Reconfiguration of Davis/Rich/Primrose Intersection near Loveland Park.		
Target Date for Completion	05/15/2019		
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	There are 423 households in the area, of which 37.9% are LMI (Warren County applies the exception criteria).		
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Intersection is located on the south side of Loveland Park in Deerfield township.		
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Reconfigure existing Rich and Promrose Roads at the intersection of Davis road. Activities include pavement rehabilitation and storm sewer replacement.		
FY18 City of Franklin - Franklin Woods Curb & Gutter Repair	Public Facility Improvements		Road, Water, Sanitary Sewer, and Stormwater Maintenance
Description	Replace curb and gutter along roads in the Franklin Woods neighborhood.		
Target Date for Completion	11/30/2018		
3 Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Project will benefit 137 households in Franklin, of which 57% are LMI.		
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Project will take place on the following streets in Franklin: Millard, Stanton, Pam, Patti, Minnick, Faulkner, Fitzgerald, Harding.		

Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)			
Remove and replace 4300 feet of deteriorated curb and gutter.			
FY18 Village of Maineville - ADA Restroom	Public Facility Improvements		Public Facility Improvements
Description	Remove architectural barriers in Village building to provide restroom access for disabled/handicapped individuals.		
Target Date for Completion	02/28/2019		
4	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	There are 390 household in the service area. This project benefits the presumed LMI by removing architectural barriers for an ADA restroom.	
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Location is 8188 South State Route 48, Maineville, Ohio	
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)			
Removal of architectural barriers to build an ADA-compliant restroom.			
FY18 IHN	Homelessness Prevention, Case Management, Services		Case Management for Persons Experiencing Homeless
5	Description	Provision of assistance to homeless families.	
	Target Date for Completion	12/31/2019	
	Estimate the number and type of families that will benefit from the proposed	IHN provides occupancy units each month for about eight different families each month, plus shelter for individuals.	



activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	
IHN is a county-wide service.	
Shelter and counseling for homeless.	
FY18 ARCS	Homelessness Prevention, Case Management, Services
Description	Provide assistance and shelter to victims of domestic abuse
Target Date for Completion	
Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	Hundreds of victims of domestic abuse receive service from ARCS each year.
6	
Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	
Service is county-wide.	
Planned Activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	
Shelter and care for homeless victims.	

7	FY18 Administration	Administration for CDBG and Fair Housing Activities
	Description	Administration for CDBG and Fair Housing Activities
	Target Date for Completion	
	Estimate the number and type of families that will benefit from the proposed activities (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	
	Location Description (Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)	General Administration

Planned Activities  
(Note: Additional information for this discussion may be available on the AP-36 Project Detail screen.)

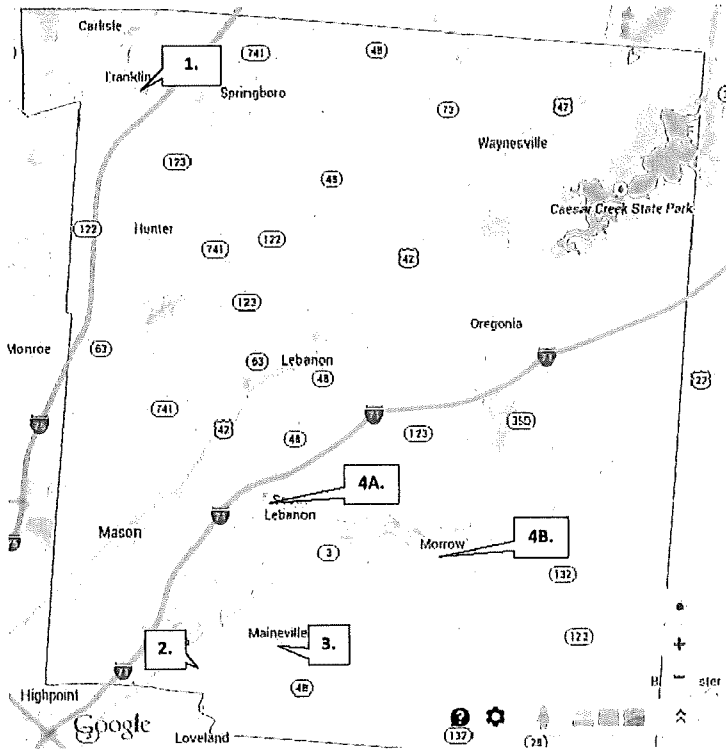
General Administration

**Budget Details**

<b>Activity</b>	<b>Amount</b>	<b>Percent</b>
<b>Public Facility Improvement (Benefit to LMI persons)</b>		
	\$	
River Gauge	50,762.00	
	\$	
Deerfield Twp: Davis & Rich Intersection	258,050.00	
	\$	
Franklin Woods Curb & Gutter	175,000.00	
	\$	
Maineville ADA Restroom	71,439.00	
	\$	
<b>Public Service Total</b>	<b>555,251.00</b>	<b>75.3%</b>
<b>Public Service</b>		
	\$	
Abuse & Rape Crisis Shelter	42,000.00	
	\$	
Interfaith Hospitality Network	68,660.00	
	\$	
<b>Public Service Total</b>	<b>110,660</b>	<b>15.0%</b>
<b>Administration</b>		
	\$	
Administration	64,833.00	
	\$	
Fair Housing	7,000.00	
	\$	
<b>Administration Total</b>	<b>71,833.00</b>	<b>9.7%</b>

\$  
Total 737,744

Warren County, Ohio



Overview: CDBG Projects

1. City of Franklin: Repair curb and gutter along the following roads: Millard Drive, Pam Drive, Patti Court, Minnick Street, Faulkner Way, Fitzgerald Way, Harding Court
2. Deerfield Township : Repair and align the intersection at Rich Drive / Davis Road / Primrose Drive
3. Village of Maineville : Remove architectural barriers to make Village Town Hall's restroom ADA compliant
4. River Gauges: Install river gauges in South Lebanon and Morrow to alert residents of river flooding

### Monitoring Plan

The Warren County Office of Grants Administration is the lead agency for administering the CDBG programs and funds. The uses of CDBG fund are regularly monitored for compliance with applicable environmental, procurement, financial and labor regulations. In order to be more vigilant regarding timeliness of expenditures, the Department has developed a process to track CDBG funded projects. On a monthly basis, and more often if needed, Staff meets to review project status, including funding commitments and expenditures. Staff will also make quarterly projections of expenditures, including any necessary revisions to reflect recent expenditures not yet drawn down or to fine-tune projections. The department administers the housing activities of the CDBG program and is responsible for monitoring economic development and workforce development activities of the CDBG program. Some activities under the CDBG programs are implemented through agreements with community-based non-profit organizations that provide a range of economic development technical assistance, loan packaging, housing, housing counseling, employment training, transitional-housing, legal service, recreation, tutoring, and other human services. Nevertheless the Office of Grants Management provides on-going fiscal and programmatic monitoring of each project that receives CDBG. This monitoring will include both internal and on-site reviews to ensure compliance with applicable federal and local regulations. Monitoring for access requirements related to Section 504 of the Rehabilitation Act and the Americans with Disabilities Act is included. In addition, the department monitors construction projects for labor standards compliance related to Davis-Bacon regulations and compliance with fair housing, nondiscrimination in employment requirements. In addition the department maintains a directory of minority contractors to ensure minorities and women-owned businesses participate in contracting opportunities for CDBG projects.

## 2018 Annual Fair Housing Action Plan for Warren County

Note: Updates to the 2018 action plan are added in red.

### Impediments (Excerpt)

Affordability problems affect both renters and homeowners. Even among people with relatively better paying jobs, higher housing costs precipitate a significant decline in real, spendable income. For both renters and homeowners, housing and transportation costs consume a large share of the household budget. The widespread problem of housing affordability has profound impact on the quality of life for families, especially children, and on the overall well-being of neighborhoods and communities.

These issues transcend jurisdictional boundaries, thus the need for a county wide partnership that develops coherent, long-term local housing policies that support a shared vision for housing and community development for the entire county. Warren County needs to strengthen the policy linkages between housing and transportation, job centers and social services, and the whole spectrum of community needs. Coalition building, working toward consensus, and coordinating housing programs and resources are key tools and building blocks to addressing fair housing.

### Recommendations/Action Steps:

#### Impediment #1

#### Lack of Accessible Housing for the Aging and People with Disabilities.

The median year of housing stock in Warren County is 1980. While there is rental housing available to older adults with disabilities over the age of 55, there is limited housing available for younger people with mental and/or physical disabilities. The integration of accessible enhancements in older rental housing is important to fair housing choice.

2018 Action Plan: Warren County has several main agencies that provide housing opportunities for the aging and people with disabilities. New Housing Ohio Incorporated, which is a continuum of care for mentally ill continues its work in providing 21 vouchers for those recovering from substance abuse, are homeless or mentally ill. They operate 12 units in Lebanon and additionally provides emergency shelter for to up to 14 persons a night in South Lebanon and 13 in Lebanon. They have begun researching more ways to provide housing to senior adults and this year will have an emphasis on reaching out to veterans.

The Community Housing Assistance Program (CHAP) is a non-profit board that finances and supervises housing for adult persons with disabilities. They own 75 homes that house 159 people. The Department of Developmental Disability provides rent subsidies to 42 persons.

Metropolitan Housing Authority continues its work with 8 housing units, providing vouchers to private landlords of Section 8 housing units.

**Time Frame:** Current to ongoing

**Funding Source:** State of Ohio DODD Housing and Capital Programs, Division of Residential Resources

## **Impediment #2**

### **Lack of Affordable Housing for Low to Moderate Income Families.**

Warren County has been the hotbed of new construction for the last ten years. Most of the housing being built throughout the County has been priced over \$200,000.00. For low-to-moderate income families, a new house is completely out of their price range. This issue is particularly of concern in our major employment centers, where the lack of affordable housing combined with lack of fixed route transit services limits housing choice for low-income households.

2018 Action Plan: Warren County Community Services provided a home to Community Housing Assistance Program, which is associated with Warren County Board of Developmental Disabilities, for the purposing of housing a low-to-moderate income family. In 2018, they will look for another parcel of land to purchase to continue the program. They hope to identify a piece of land this year.

**Time Frame:** Current to ongoing. This program hopes to buy/renovate/sell one house per school year.

**Resource:** CDBG and HOME Program Income

## **Impediment #3**

### **Fair Housing Awareness in particular with the Aging and Disability Community**

Many impediments to fair housing could be addressed if people were better informed. Individuals often times lack information on fair housing, specifically regarding their rights and responsibilities on housing issues and/or where to find accessible rental properties. The realtors, lenders, insurance agencies and large housing complexes usually know what is required and try to comply with the law. One of the main problems is the non-professionals that are selling or renting a small number of units that do not know the extent of the Fair Housing laws and do not take the time and effort to be informed. All of the above require an ongoing and broad outreach program since they involve many scattered and, in most cases, unknown persons. Warren County has already been involved in carrying out activities to deal with some of these problems. It uses Warren County Balanced Housing to handle some of the Fair Housing Activities when their clients apply for homebuyer's assistance. The undertaking of education, training and distribution of materials is included in the homebuyer counseling. Presently, townships and villages that receive CDBG funds are targeted for at least one Fair Housing training session with a presentation and distribution of materials. Of course, these presentations will vary depending on what bodies (public, non-profit, etc.) receive CDBG, or other related assistance. The County, as part of the five year Fair Housing Program, provides Fair Housing Training to officials of public bodies, or non-profit groups, which receive CDBG or HOME funds. This includes a presentation of Fair Housing requirements as well as distribution of related materials.

2018 Action Plans: Representatives from the Warren County Fair Housing Office will be targeting the following areas this year to provide information about rights and opportunities for the aging and disabled communities: Deerfield Township, Village of Maineville, and the City of Franklin. We will distribute 1000 pieces of literature and display six posters in public areas.

A committee designed to address the needs of senior adults continues to meet regularly to discuss transit opportunities, health-related information, and housing solutions for the aging. They recently re-

implemented a phone service with general information for those in need. This coming year's emphasis for the committee is how to keep the aging population living safely in their own homes for a longer time.

**Time Frame:** Current to ongoing

**Resources:** Warren County local funds, CDBG and Program Income

#### **Impediment #4**

##### **Disparate Treatment from Financial Institutions**

Loans granted to lower income borrowers decline in frequency in areas with higher minority populations. While this may be a result of fewer opportunities for homeownership due to the commercial or industrial nature of the surrounding geographic area, this may be an area that warrants further investigation. Analysis of lending data required by the Home Mortgage Disclosure Act (HMDA) revealed that minority households were more likely to receive a high-cost loan than White households.

2018 Action Plans: Reports will continue to be on file and available to the public. Prime Lending Mortgage Corporation has begun hosting occasional events for realtors to learn about mortgage opportunities. The Fair Housing Office remains in frequent contact with this corporation to encourage the private sector to be involved in mortgages for low-moderate income families.

**Time Frame:** Ongoing

#### **Impediment #5**

##### **No Neighborhood Planning**

There are concentrations of low-income persons, minorities and female headed households which lack decent, safe and sound housing that is affordable, which impacts neighborhoods throughout the county and makes this a fair housing concern. No jurisdiction indicated that they were actively engaged in neighborhood planning, however, several identified incremental projects within low to moderate income neighborhoods. No jurisdiction comprehensively addressed neighborhood revitalization. The goal should be to improve the housing conditions in the counties older and established neighborhoods while also improving schools, recreational facilities and programs, parks, roads, transportation, street lighting, trash collection, street cleaning, crime prevention, and police protection activities. Jurisdictions should strive to equalize services as part of FHP.

2018 Action Plans: The Regional Planning Commission has completed and will soon initiate the consolidated plan for the Hunter/Red Lion Area in Franklin Township near Middletown. In the following year they will complete a plan for Turtlecreek Township.

This coming year, the following neighborhood projects that involve community planning for low-moderate income neighborhoods include:

- Deerfield Township / Loveland Park – Road Project
- City of Franklin – Road and curb project
- City of Lebanon – Neighborhood road project
- Village of South Lebanon – River gauge for flood warnings
- Village of Morrow – River gauge for flood warnings
- Village of Maineville – ADA restroom in public building



**Time Frame:** To be completed by December 2018

**Resources:** CDBG

**Impediment #6**

**Housing-Transportation Linkage**

Many of the county's major employment centers lack affordable housing and do not offer fixed route public transportation services. Thus, this limits the choice of housing for moderate income households the employment center the offer both affordable housing and access to goods, services and jobs. The job, housing and transportation disconnect is a contributing factor to the concentration of low-to-moderate income households within the cities of Lebanon, Franklin and south Lebanon and results in economic segregation.

**2018 Action Plans:** The County public transit service will expand its Lebanon loop with an emphasis of linking residents to medical and mental health centers.

There are meetings taking place frequently to design a bus route that links Dayton, Warren County, Middletown and West Chester. The mission of this group is to connect employees to several large companies such as Pioneer in Springboro, Miami Gaming in Monroe and Atrium Hospital in Middletown, all of which are located in northwest portion of Warren County. This is a major collaboration and is in the infant stages of planning.

**Time Frame:** on going

**Resources:** County funding/State and Federal Transit grants

**Impediment #7**

**Visitability**

The Ohio Visitability Strategy Group, made up of state agencies, departments and commissions, was created to examine ways to promote visitability in Ohio's building and zoning codes. The intent is to design dwelling units that can be easily modified, with little cost, to ensure usability by everyone, regardless of a person's age, size, abilities or disabilities. Currently, the county's Building Department does not track homes that meet visitability standards.

**2018 Action Plans:** The Building and Zoning Department continues to provide literature to the public on visitability. Literature is available to developers and home builders as well. A large community for senior adult living, Otterbein, which is a senior living community, consistently develops using these principles, and all of their recent homes and development are very accessible.

**Impediment #8****Limited Housing Types in Zoning codes.**

Several of Warren County's jurisdictions limit the types of housing units permitted. Patio homes, zero-lot-line housing and accessory dwelling units and other types of small lot housing are restricted or not permitted. The Warren County recently adopted a new zoning code that permits these types of housing but, several urban jurisdictions still restricts these uses. In addition to address overly restrictive or costly development regulatory standards the county might consider permitting narrower streets; a relaxation of parking requirements; density bonuses in planned unit developments for affordable units.

2018 Action Plans: Warren County has already legalized and allow cluster subdivisions in certain parts of the county. This allows for small lots and secondary dwellings on lots. The result of this is that lower income families are able to afford purchasing a house and lot. This zoning will continue and have a positive impact on the community by providing more housing opportunities for low income families.

In addition to Aberlin Springs in Union Township, Warren County, which utilizes this conservation design option for many of their 139 lots, Roberts Park and Kerrisdale, located in Deerfield Township, is beginning to use this same design.

**ADDITIONAL NOTES ON 2018 ACTION PLAN:**

**Public Participation:** Two public hearing were held on September 28, 2017 and March 13, 2018. Public comments will be listed in our Consolidated Plan's Fifth Year Action Plan.

**Strategic Plan Objectives and Priority Needs:** Activities proposed continue to match our strategic plan and priority needs as outlined above.

**Protected Classes:** Public housing and all activities associated with Warren County do not discriminate against protected classes. Some housing activities specifically meet needs of protected classes such as those with disabilities.

**Involvement of Minorities:** Warren County does not have a large minority population (5.3% Asian, 3.6% African American, 2.7% Hispanic) All activities are open to everyone including minorities. For CDBG community projects, special effort is made to include minority businesses by collaborating with area chamber of commerce agencies.

As the County is currently going through the process of updating our Consolidated Plan and Analysis of Impediments, we are giving special attention to reaching out to minority groups.

**Barriers to Affordable Housing:** Policies that could be construed as barriers include: Zoning Code, development fees, infrastructure extension policies, transportation choices, over-saturation of "concentrations" are damaging to the economic health and vitality of the community. Some cities zoning codes allow for smaller affordable homes for citizens. For example, The City of Franklin allows houses as small as 800 square feet to be built.

**Homelessness Activities:** A portion of CDBG funds will go towards Interfaith Hospitality Network (\$58,000) and the Abuse & Rape Crises Shelter (\$42,000) to provide shelter to the homeless.

**HOME Funds:** Warren County does not receive HOME funds

**Other Fair Housing Activities:** Warren County distributes pamphlets and brochures to public buildings such as: City, Village and Township Administration buildings, Warren County Health Department, Warren County Human Services, and Libraries. We are involved in various community fairs for information, consulting, and "give-away" products to keep the address and phone in front of the general public. The Fair Housing Office is available for information sessions to public officials, counselors, abuse shelter employees and residents, homeless shelter residents and employees/volunteers, realtors, and housing non-profit agencies.

**Budget:** The County has allocated \$3000 to the Fair Housing Program plus \$4000 toward Fair Housing salaries.

**Objectives:** Warren County continues to strive for housing equality through education, communication, and information. By informing persons on "both sides of the fence" of their responsibilities, so that each party realizes it is a reciprocal agreement, the spirit of cooperation is more likely to exist. Approximately 1000 pieces of literature and 500 – 1000 pieces of "give-away" novelty items (i.e. pens, note pads, magnets, chip clips, bottle openers, etc.) are distributed to the general public every year at fairs, festivals, meetings, outings, etc.

# Resolution

Number 18-0756

Adopted Date May 08, 2018

## AMEND WARREN COUNTY PROCUREMENT POLICY RELATIVE TO REQUEST FOR QUALIFICATIONS AND COMPETITIVE BID EXEMPTIONS

WHEREAS, in order to clarify sections relative to Request for Qualification procedures and bidding relative to exemptions an amendment to the Procurement Policy is necessary; and

NOW THEREFORE BE IT RESOLVED, to amend the Warren County Procurement Policy by clarifying Section II ( C) Request for Qualifications and Section II (G) Competitive Bidding Exceptions; as attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners' file  
Policy file  
OMB  
All Departments

- 1) goods or services provided from one vendor within a reasonably anticipated period of time, such as one year. For example, a service costing \$5,000 per month would aggregate to \$60,000 a year and could not be purchased using the small purchase method. Any attempt to divide an aggregate procurement unnecessarily is a violation of the intent of the law and could result in the disallowance of payment.

Small purchases shall be processed as follows:

- a. A purchase order shall be submitted to the OMB with documentation attached indicating three price quotes were obtained for the same or similar product or service. See Section V "Solicitation of Bids or Proposals and Award." Such documentation shall include the names of the vendors providing quotes, their addresses and telephone numbers, and the date contacted. A sample quotation form is provided herein as Attachment B. If the purchase order is written to a vendor not submitting the lowest quote, explanation should also be provided.
  - b. Once all is found to be in order, the OMB will process the purchase order through the Board of County Commissioners at its next regular-scheduled meeting. The purchase order is then submitted to the County Auditor by the OMB, which tracks its status.
  - c. Once the purchase order has been certified by the County Auditor and returned to the affected department, the purchase may be transacted.
- 2) When processing payment for purchases totaling \$1,000 or more to one vendor, and a Purchase Order was not processed, see the Auditor's Office for a "Then and Now."
  - 3) All purchase of office equipment/furnishings over \$1,000 in the aggregate must be coordinated through OMB.

#### F. Noncompetitive Negotiation

- 1) Noncompetitive negotiation is procurement through solicitation of a proposal from only one source when: only one source of the product or service exists; or after competitive solicitation when only one bid or proposal is received; or after competitively bidding twice with no bids received. Noncompetitive negotiation may be used when permitted by state law and upon proper determination by OMB.

#### G. Competitive Bidding Exceptions (ORC 307.86)

- 1) ORC 307.86 exempts from Competitive Bidding the following items that may be procured via price quotes, determined on a case by case basis:  
accountant, attorney at law, physician, construction project manager, consultant, surveyor or appraiser.

Note – that while Engineers and Architects are exempt from competitive bid under ORC 307.86, their procurement is governed by ORC 153.67 which provides ALL contracts available must be announced and procured via the RFQ process.

### C. Request for Qualifications (RFQ) for Professional Design Services or Design Build

- 1) Should an Elected Official/Department Head be planning to contract for professional design services they shall encourage professional design firms to submit a statement of qualification and, that said design firms should update the statements at regular intervals. "Professional Design Services" means services within the scope of practice of an architect, landscape architect, professional engineer or surveyor.
- 2) Each Elected Official/~~Department Head~~ planning to contract for professional design services shall publicly announce all contracts available. The announcement shall be as prescribed in the O.R.C., Section 153.67 and shall include a description of the qualifications required for the project.

For every professional design services contract, the affected Elected Official or their designee shall evaluate the statements of qualifications of the professional design firms currently on file, together with those that are submitted by other professional design firms specifically regarding the project. The Elected Official or their designee shall select and rank no fewer than three (3) firms which they consider to be the most qualified.

Elected Officials or their designee shall negotiate a contract with the finalist at a compensation determined in writing to be fair and reasonable. If negotiations fail, the Elected Official or their designee must begin negotiations with the next top ranked firm. If negotiations fail with all firms selected the Elected Official or their designee shall select and rank additional firms and negotiations shall continue until a contract is negotiated for the project.

- 3) For Department under the Board of Commissioners jurisdiction, including construction and/or alterations of County owned buildings, who are planning to contract for professional design services shall publicly announce all contracts available. The announcement shall be as prescribed in the O.R.C., Section 153.67 and shall include a description of the qualifications required for the project.

At the beginning of the project, the Commissioners will designate one of the two following process to be used in evaluating and determining how to proceed with award of contract:

- A. The Board of Commissioners will appoint a Committee to select and rank no fewer than three (3) firms based upon the description of the qualifications required for the project included and included in the RFQ. The Committee will present to the Board of Commissioners the top ranked firm to begin negotiations. Should the negotiations fail with the top ranked firm the Committee will move on to the next highest ranked firm.

B. The Board of Commissioners shall appoint a committee to determine whether each RFQ submittal is responsive to the requirements of the RFQ relative to the criteria determined to be of importance to the project that are included in the RFQ. The evaluation form used by the Committee during the review process is to be included in the RFQ document. In the event three qualified firms or less deliver a submittal, then the Committee shall still evaluate such firms based on the selection criteria.

The Committee's written recommendation shall be presented to the Board of Commissioners for discussion and final review.

The County Commissioners will hold further discussions, during a public work session, with the firms selected by the Committee to explore further the firms' statement of qualifications, the scope and nature of the services the firms would provide, and the various technical approaches the firms may take toward the project. The County Commissioners may also discuss the evaluations of the Committee members and any comments the Committee members may have based on the firms presentations during the public work session. Within a reasonable period of time after the public work session, the County Commissioners shall rank the firms by one collective score sheet in the order the County Commissioners determine to be the most qualified to perform the professional design services for the Project. The direction shall be given to staff thereafter to begin negotiations of a professional design services contract with the top ranked firm to perform the services at a compensation determined to be fair and reasonable to the County Commissioners. If a satisfactory contract cannot be entered into in a reasonable time, the County Commissioners, in its sole discretion, may terminate negotiations with the highest ranked firm and direct staff to begin contract negotiations with the next highest ranked firm.

C. Public Records Request of Qualifications: In order to ensure fair and impartial evaluation, qualification submittals and any related documents of other records that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of contract.

~~b. For Departments and/or projects under the Board of Commissioners jurisdiction, while not required by ORC 153.69, the Board of Commissioners may elect to hold discussions, during a work session with the top three (3) ranked firms. The decision on holding discussions shall be made by the Board of Commissioners on a case by case basis.~~

~~e. Elected Officials or their designee shall negotiate a contract with the finalist at a compensation determined in writing to be fair and reasonable. If negotiations fail, the Elected Official or their designee must begin negotiations with the next top ranked firm. For Departments under the Board of Commissioners jurisdiction, the next top ranked firm will be determined by the Board of Commissioners. If negotiations fail with all firms selected the Elected Official or their designee shall select~~



and rank additional firms and negotiations shall continue until a contract is negotiated for the project. For Departments under the Board of Commissioners jurisdiction, the selection of the additional firms shall be determined by the Board of Commissioners.

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

# Resolution

Number 18-0757

Adopted Date May 08, 2018

**ACKNOWLEDGE RECEIPT OF APRIL 2018 FINANCIAL STATEMENT**

BE IT RESOLVED, to acknowledge receipt of the April 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. Young. Upon call of the roll, the following vote resulted:

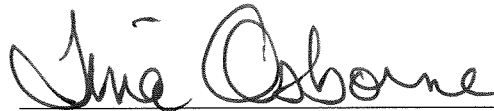
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) EH  
E. Hartmann

FUND	NA	PREV US DOL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT DOL.	WARRANTS DOL.	TREASURER'S DOL.
101	GENERAL FUND	28,331,640.12	14,347,945.83	686.17	6,955,200.36	450.7906	.00	35,620,530.54	161,346.56	35,981,877.10
201	SENIOR CITIZENS SERVICE LEVY	6,623,784.66	1,559,246.00	.00	1,175,145.19	.00	.00	9,097,086.27	556,580.00	9,654,466.27
202	MOTOR VEHICLE	3,954,761.90	814,519.67	.00	541,669.63	.00	115,975.000R	4,111,636.94	25,110.04	4,136,754.98
203	HUMAN SERVICES	1,014,788.31	364,023.10	.00	404,040.90	.00	.00	973,962.51	26.50	973,989.01
205	BOARD OF DEVELOPMENTAL DISABIL	36,274,204.97	7,120,317.12	.00	1,198,071.37	.00	.00	42,196,450.72	227,744.05	42,424,194.77
206	DOG AND KENNEL	420,270.05	14,205.69	5.000CR	25,890.22	.00	.00	408,660.52	9,381.30	412,041.82
207	LAB LIBRARY RESOURCES FUND	370,728.68	44,237.44	.00	4,161.28	.00	.00	410,804.84	224.00	411,028.84
208	COUNTY AND TRANSIT AUTH MEDICA	641,391.95	.00	.00	.00	.00	.00	641,391.95	.00	641,391.95
215	VETERAN'S MEMORIAL	3,705.67	.00	.00	396.78	.00	.00	3,308.89	396.78	3,705.67
218	RECORDED TECHNOLOGY FUND 317.3	187,726.97	9,613.50	42.250CR	.00	.00	.00	172,258.22	.00	172,258.22
217	BOE TECHNOLOGY FUND 3501.17	1,570,691.24	161,100.42	.00	.00	.00	.00	1,731,871.66	.00	1,731,871.66
218	CHILDREN'S CARE	479,257.71	100,693.09	.00	24,467.50	.00	.00	635,404.10	5,338.00	640,822.10
219	WIRELESS 911 EQUIPMENT ASSIST	110,359.61	16,719.43	.00	11,714.10	.00	.00	123,344.94	.00	123,344.94
220	CP INDICENT DRIVER FIVEFIELD L	2,447.95	211.72	.00	.00	.00	.00	2,659.67	.00	2,659.67
221	CP INDICENT DRIVER INTERLOCK	79,309.91	1,233.44	.00	.00	.00	.00	80,543.35	.00	80,543.35
222	JUV INDICENT DRIVER INTERLOCK	1,261.61	5.27	.00	.00	.00	.00	1,266.88	.00	1,266.88
223	PROBATE/JUVENILE SPECIAL PROJE	284,695.69	3,535.00	.00	1,039.04	.00	.00	286,591.63	.00	286,591.63
224	COMMON PLEAS SPECIAL PROJECTS	287,593.11	11,534.18	.00	9,343.38	.00	.00	289,783.91	2,000.00	291,783.91
222	PROMOTION SUPERVISOR/UCR 2951	474,672.11	3,804.35	.00	.00	.00	.00	478,476.46	.00	478,476.46
226	MENTAL HEALTH GRANT	66,768.75	.00	.00	.00	.00	.00	66,768.75	.00	66,768.75
229	MUNICIPAL MOTOR VEHICLE PERMIS	1,855,511.45	47,632.39	.00	.00	.00	.00	1,899,143.84	.00	1,899,143.84
231	LUCKING TAX ADJ. 12	105,537.16	80,666.21	.00	54,523.90	.00	.00	131,679.47	.00	131,679.47
233	DOMESTIC SHELTER	5,413.00	3,551.00	.00	.00	.00	.00	8,964.00	.00	8,964.00
237	REAL ESTATE ASSESSMENT	5,998,458.83	1,366,338.30	.00	250,704.34	.00	.00	7,114,092.79	.00	7,114,092.79
238	WORKFORCE INVESTMENT BOARD	98,231.27	23,239.48	.00	25,972.07	.00	.00	25,498.20	288.00	25,786.20
243	JUVENILE GRANTS	318,383.81	.00	.00	13,765.27	.00	.00	305,109.54	5,078.00	310,187.54
245	CRIME VICTIM GRANT FUND	24,249.36	863.25	.00	7,565.77	.00	.00	17,546.84	.00	17,546.84
246	JUVENILE INDICENT DRIVER ALCOH	15,707.95	88.50	.00	157.50	.00	.00	15,638.95	.00	15,638.95
247	FELONY DELINQUENT CARE & CUSTO	149,574.63	.00	.00	97,445.07	.00	.00	357,128.76	103.35	357,312.11
249	DIAC-DELINQ TAX & ASSESS COLLE	516,825.00	214,066.47	.00	19,591.62	.00	.00	711,307.05	1,210.00	712,517.05
250	CERT. OF TITLE ADM. FUND	2,941,955.83	214,376.69	.00	145,741.48	.00	.00	3,010,591.04	3,085.68	3,013,676.72
253	COURTY COURT PRODUCTION DEPT	.00	.00	.00	.00	.00	.00	.00	.00	.00
255	MUNICIPAL VICTIM BUSINESS FUND	113,341.74	.00	.00	6,153.59	.00	.00	107,188.15	.00	107,188.15
256	WARREN COUNTY SOLID WASTE DIST	1,302,184.66	8,836.31	.00	11,379.19	.00	.00	1,299,641.78	452.50	1,300,294.28
257	OHIO PEACE OFFICER TRAINING	94,592.00	.00	.00	.00	.00	.00	94,592.00	.00	94,592.00
258	WORKFORCE INVESTMENT ACT FUND	124,129.00	73,284.35	.00	28,497.30	.00	.00	108,916.05	174.90	109,090.95
259	JFPA	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 CONNECTIONS MONITOR	235,695.71	42,325.88	654.000CR	33,535.23	.00	.00	243,920.16	470.00	244,298.16
263	CHILD SUPPORT ENFORCEMENT	285,141.76	325,193.09	.00	246,160.29	.00	.00	344,174.55	1,259.81	345,434.36
224	EMERGENCY MANAGEMENT AGENCY	102,733.68	.00	.00	12,916.86	.00	.00	89,822.82	70.00	89,892.82
245	COMMUNITY DEVELOPMENT	405,091.02	20,099.00	.00	18,992.11	.00	.00	406,197.91	12,251.60	418,449.51
264	CDR DCU-CNT ZONE MONITOR FEES	100,563.00	.00	.00	.00	.00	.00	100,563.00	.00	100,563.00
267	LEDR FOUNDATION GRANT	6,443.05	.00	.00	.00	.00	.00	6,443.05	.00	6,443.05
268	INDICENT CHRISTIANSHIP FUND	177,353.42	2,120.00	.00	.00	.00	.00	179,473.42	.00	179,473.42
269	CC INDICENT DRIVER ALCOHOL TR	345,117.01	10,341.77	.00	330.00	.00	.00	355,128.78	.00	355,128.78
270	JUVENILE TREATMENT CENTER	348,511.27	241,829.01	.00	92,593.66	.00	.00	497,346.62	4,975.57	502,322.19
271	DIAC-PROSECUTOR ORC 321.261	233,571.27	204,280.70	.00	22,071.12	.00	.00	415,780.35	70.00	415,850.35
272	CP INDICENT DRIVER ALCOHOL TR	3,459.83	357.00	.00	.00	.00	.00	3,816.83	.00	3,816.83
273	CHILDREN SERVICES	4,178,990.65	2,116,746.91	.00	856,531.21	.00	.00	5,439,204.35	192,304.79	5,631,509.14
274	COUNTY COURT COMPUTER ORC 1907	51,404.30	2,140.00	.00	.00	.00	.00	53,644.30	.00	53,644.30
275	COUNTY COURT CLERK COMPUTER OR	74,827.92	5,274.00	.00	.00	.00	.00	80,101.92	.00	80,101.92
276	PROBATE COURT COMPUTER ORC 210	66,355.76	595.00	.00	.00	.00	.00	66,940.76	.00	66,940.76
277	PROBATE COURT CLERK COMPUTER U	270,834.81	1,950.00	.00	14,385.82	.00	.00	286,399.81	14,385.82	299,785.63

FUND NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	HARRIS HUT	TREASURER'S BAL.
278 JUVENILE COURT CLERK COMPUTER	77,256.53	56,100.00	.00	.00	.00	.00	133,436.53	.00	133,436.53
279 JUVENILE COURT COMPUTER DRG 21	26,035.64	531.00	.00	.00	.00	.00	26,566.64	.00	26,566.64
280 COMMON PLEAS COURT COMPUTER DR	9,357.01	1,623.00	.00	.00	.00	.00	10,980.01	.00	10,980.01
281 DOMESTIC REL COURT COMPUTER DR	11,043.92	779.00	.00	.00	.00	.00	11,822.92	.00	11,822.92
282 CLERK OF COURTS COMPUTER 2303.	307,929.79	6,046.00	.00	.00	.00	.00	313,975.79	.00	313,975.79
283 COUNTY COURT SPECIAL PROJECTS	1,209,324.21	40,259.00	1,038.50CR	11,757.39	.00	.00	1,238,856.94	1,069.54	1,238,856.94
284 COGNITIVE INTERVENTION PROGRAM	308,520.52	9,215.00	.00	12,140.12	.00	.00	305,595.40	.00	305,595.40
285 CONCEALED HARBORUM LICENSE	674,987.58	13,285.00	.00	11,010.74	.00	.00	677,261.84	479.98	677,741.82
286 SHERIFF-BUREAU LAW ENFORCEMENT	41,531.00	863.00	.00	111.94	.00	.00	42,282.06	216.45	42,498.51
287 SHERIFF-LAW ENFORCEMENT TRUST	100,768.52	.00	.00	.00	.00	.00	100,768.52	.00	100,768.52
288 COURT BASED CORRECTIONS DIVISION	3,037.47	.00	.00	.00	.00	.00	3,037.47	.00	3,037.47
289 COMMUNITY BASED CORRECTIONS	709,309.00	249,443.25	.00	73,098.04	100.14	.00	885,766.27	4,968.00	892,734.27
290 HAZ MAT EMERG PLAN SPEC FUND	1.92	.00	.00	.00	.00	.00	1.92	.00	1.92
291 SHERIFF-D.A.R.E. PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
292 TRAFFIC SAFETY PROGRAM-SHERIFF	34,010.25	.00	.00	.00	.00	.00	34,010.25	.00	34,010.25
293 SHERIFF GRANIS	18,157.00	5,200.00	.00	15,600.00	.00	.00	7,757.00	15,600.00	23,357.00
294 SHERIFF BUREAU LAW ENFORCEMENT & TACTICAL RESPONSE UNIT	130,132.10	.00	.00	.00	.00	.00	130,132.10	.00	130,132.10
295 TACTICAL RESPONSE UNIT	4,359.45	.00	.00	575.75	.00	.00	3,783.70	.00	3,783.70
296 CORP REHAB-BOONPAYMENT ASST-CO	40,648.00	69.75	.00	.00	.00	.00	40,717.75	.00	40,717.75
297 ENFORCEMENT & EDUCATION-ASST. IS	92,283.36	1,577.30	.00	.00	.00	.00	93,860.66	.00	93,860.66
298 REHAB. INS. FUNDS	82,461.74	.00	.00	.00	.00	.00	82,461.74	.00	82,461.74
299 COUNTY TRANSIT	1,067,058.82	11,666.52	.00	10,191.16	.00	.00	1,068,534.18	.00	1,068,534.18
327 BOND RETIREMENT SPECIAL ASSESS	373,459.45	500,759.03	.00	.00	.00	.00	874,218.48	.00	874,218.48
340 STATE DPHC LOAN	112,715.70	.00	.00	.00	.00	.00	112,715.70	.00	112,715.70
349 2013 RADIO SYSTEM BONDS	703,591.24	.00	.00	.00	.00	.00	703,591.24	.00	703,591.24
384 TAX INCREMENT FINANCING - PAC	2,216,049.78	.00	.00	.00	.00	.00	2,216,049.78	.00	2,216,049.78
393 2009 RIO RIDG LNEENS OF GUNNEL	2,543,161.69	252,925.58	.00	2,731.79	.00	.00	2,813,355.48	.00	2,813,355.48
401 COUNTY WIDE FINANCIAL SOFTWARE	563,425.57	.00	.00	32,200.64	.00	.00	531,224.93	.00	531,224.93
430 DEFAULTED SUBDIVISION SPEC ASM	399,150.40	.00	.00	.00	.00	.00	399,150.40	.00	399,150.40
435 STROUD RD BRIDGE 207-0.02	45,530.00	.00	.00	.00	.00	115,975.00	161,505.00	.00	161,505.00
437 KING AVE BRIDGE PROJECT	222,703.15	.00	.00	30,054.06	.00	.00	192,649.09	30,054.06	222,703.15
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 REVER CREEK ROAD P	17,267.00	.00	.00	1,914.00	.00	.00	15,353.00	1,914.00	17,267.00
453 OLD 122 & THP LANE RD BROADWOOD	22,749.78	.00	.00	.00	.00	.00	22,749.78	.00	22,749.78
454 FIELDS-ETHEL ROAD IMPROV PROJ	9,265.01	.00	.00	.00	.00	.00	9,265.01	.00	9,265.01
455 PHASE II ROAD RECONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
463 FIELDS-ETHEL AND COLUMBIA ROAD	190,447.57	.00	.00	123,057.13	.00	.00	67,390.44	123,057.13	190,447.57
467 COUNTY CONST PROJECTS	4,010,173.07	.00	.00	29,194.42	.00	.00	4,039,367.49	.00	4,039,367.49
479 AIRPORT CONSTRUCTION	1,224,009.34	.00	.00	.00	.00	.00	1,224,009.34	.00	1,224,009.34
484 PIC TIF ROAD CONSTRUCTION	.00	1,914,341.84	.00	1,914,341.84	.00	.00	.00	.00	.00
485 HANCO VALLEY GAMING TIF	658,731.51	577,729.59	.00	6,116.34	.00	.00	1,230,344.76	.00	1,230,344.76
492 COMMUNICATION PROJECTS	3,954,028.39	.00	.00	29,891.95	.00	.00	3,924,136.44	27,511.25	3,951,647.69
493 REDEVELOPMENT TAX EQUIVALENT F	272,406.60	.00	.00	3,215.00	.00	.00	269,191.60	3,215.00	272,406.60
494 COURTS BUILDINGS	1,603,371.20	.00	.00	94,315.82	.00	.00	1,509,055.38	84,047.53	1,593,102.91
495 JAIL CONSTRUCTION SALES TAX	147,736.31	492,674.16	.00	145,000.00	.00	.00	705,366.47	.00	705,366.47
496 JUVENILE DETENTION ADDITION &	241,552.50	.00	.00	.00	.00	.00	241,552.50	.00	241,552.50
497 JAIL CONSTRUCTION & REHAB	4,839,440.31	.00	.00	.00	.00	.00	4,839,440.31	.00	4,839,440.31
498 COUNTY PARSONAGES CONSTRUCTION	889,432.51	.00	.00	8,230.59	.00	.00	881,201.92	8,230.59	889,432.51
499 JUVENILE/PROBATE COURT EXPANSE	3,692,993.42	.00	.00	10,196.69	.00	.00	3,682,796.73	.00	3,682,796.73
510 WATER REVENUE	24,472,710.29	1,554,870.90	1,646.14CR	610,357.41	.00	.00	25,417,597.64	49,067.46	25,466,665.10
574 LOWER LITTLE MIAMI WASTEWATER	.00	.00	.00	.00	.00	.00	.00	.00	.00
575 SEWER CONST PROJECTS (REVENUE)	505,379.49	94,628.24	.00	1,959.46	.00	.00	598,048.27	1,959.46	600,007.73
580 SEWER REVENUE	29,075,664.32	1,337,351.00	159.40CR	639,490.60	.00	.00	28,773,165.32	221,989.70	28,995,155.02

LINE	NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES IN/OUT	CURRENT BAL.	MARKMAN'S OUT	TREASURER'S BAL.
501	SEWER INFLOW-HARRIS CO VOUCHER	164,500.20	.00	.00	2,271.03	.00	.00	164,500.20	.00	164,500.20
503	WATER DEMS PROJECTS (REVENUE)	496,340.25	.00	.00	20,867.00	.00	.00	475,381.25	4,974.00	480,355.25
509	STORM WATER FEE L	49,409.42	207,294.29	.00	61,154.24	.00	.00	186,549.47	.00	186,549.47
517	VEHICLE MAINTENANCE ROTARY	341,023.41	30,795.13	.00	30,329.44	.00	.00	331,489.10	17,559.25	351,049.05
530	SHERIFF'S POLICING REVOLV FUND	1,468,207.42	.00	.00	324,437.30	.00	.00	1,143,770.12	.00	1,143,770.12
531	COMMUNICATIONS ROTARY	217,309.13	26,074.02	.00	3,002.31	.00	.00	240,301.64	.00	240,301.64
532	HEALTH INSURANCE	4,626,845.16	818,879.15	.00	761,651.33	.00	.00	4,744,142.98	4,211.53	4,748,354.51
535	WCOOD - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	.00	.00
536	WORKERS COMP SELF INSURANCE	1,509,002.90	2,901.69	.00	31,012.35	.00	.00	1,551,174.24	4,807.57	1,555,981.81
537	PROPERTY & CASUALTY INSURANCE	1,013,209.30	266,490.00	.00	343,721.70	.00	.00	935,957.60	.00	935,957.60
550	CASUALTY ROTARY	227,043.00	56,252.71	.00	95,674.51	20,214.43CR	.00	215,035.71	20,407.19	244,322.89
707	P. E. R. S. ROTARY	2,727.14	723,295.36	.00	723,295.40	.00	.00	2,727.02	361,495.35	364,222.37
708	EDUCATION FUND	.00	27,520,324.55	.00	27,513,693.04	.00	.00	6,631.51	.00	6,631.51
709	CORPORATION FUND	1,710.07	11,694,614.06	511.62	11,670,455.01	.00	.00	0,309.54	.00	0,309.54
713	WATER-SEWER ROTARY FUND	151,703.15	3,025,976.92	.00	2,895,179.34	.00	.00	282,500.73	.00	282,500.73
714	PLAYBALL ROTARY	95,552.25	5,064,634.47	695.20CR	5,040,951.04	11,661.45CR	.00	112,301.13	336,590.64	448,921.77
715	HOW PARTICIPANT ROTARY	1,930.00	2,703.17	.00	1,930.00	.00	.00	2,703.17	1,930.00	4,633.22
716	SCHOOL	.00	59,958,979.52	511.62CR	59,958,467.90	.00	.00	141.40	.00	141.40
717	UNPROVIDED GENERAL TAX	132,994,856.25	956,341.39	12,095.40CR	130,527,932.34	.00	.00	3,411,167.82	22,862.22	3,434,030.04
718	TANGIBLE PERSONAL PROPERTY	1,500.00	.00	.00	.00	.00	.00	1,500.00	.00	1,500.00
719	TRAILER LIKE REAL ESTATE TAX	67,112.04	1,040.45	5.04CR	62,440.94	.00	.00	6,507.35	1,027.00	7,535.15
720	LOCAL GOVERNMENT FUND	.00	263,423.87	.00	263,423.87	.00	.00	.00	.00	.00
721	SPECIAL DISTRICTS	.00	844,068.30	.00	843,936.81	.00	.00	131.57	.00	131.57
722	GASOLINE LICENSE TAX	95.00	3,700.00	.00	3,700.00	.00	.00	3,075.00	.00	3,075.00
723	GASOLINE TAX	.00	278,119.14	.00	278,119.14	.00	.00	.00	.00	.00
725	UNPROVIDED WIRELESS 911 GOV ASS	33,438.85	38,726.84	.00	33,438.85	.00	.00	38,726.84	.00	38,726.84
726	WATER VEHICLE LICENSE TAX	.00	813,775.10	.00	813,775.10	.00	.00	.00	.00	.00
727	HAN TRP 3 MILL POLICE LMY REF	.00	.00	.00	.00	.00	.00	.00	160.60	160.60
728	TREASURER TAX REFUNDS	.00	.00	.00	.00	.00	.00	.00	.00	.00
731	COUNTY LODGING TAX	141,540.09	242,533.37	.00	164,242.00	.00	.00	221,039.46	6.42	221,045.88
734	REAL ESTATE ADVANCE PAYMENT	28,626.46	.00	.00	.00	.00	.00	28,626.46	.00	28,626.46
740	TRAILER TAX	7,200.41	2,225.29	.00	6,080.83	.00	.00	2,624.87	.00	2,624.87
741	LIFE INSURANCE	16,029.07	10,010.00	.00	10,005.32	.00	.00	16,023.57	.00	16,023.57
742	LIORANCES	.00	2,257,756.57	.00	2,257,756.57	.00	.00	.00	.00	.00
744	ARCHD PARK TOURNAMENT FEES	.00	.00	.00	.00	.00	.00	.00	.00	.00
745	STATE	10,501.09	1,038.62	.00	2,107.29	.00	.00	10,152.42	1.00	10,153.42
746	MIAMI CONSERVANCY DISTRICT FND	18,051.40	.00	.00	.00	.00	.00	18,051.40	.00	18,051.40
747	ADVANCE ESTATE TAX	577.64	.00	.00	.00	.00	.00	577.64	.00	577.64
751	UNPROVIDED INTEREST	862,536.74	491,057.77	074.33CR	527,760.01	.00	.00	825,760.17	.00	825,760.17
754	WED ELECTIONS COMMISSION FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
755	SEWER ROTARY	42,461.48	10,625.00	.00	29,640.00	.00	.00	31,446.00	.00	31,446.00
758	WIA PASS THROUGH TO OUTLET/CLC	.00	56,373.39	.00	56,373.39	.00	.00	.00	.00	.00
761	OUTSIDE ENTITY FLOWTHRU	.00	.00	.00	.00	.00	.00	.00	.00	.00
765	RESORNER'S ESCROW FUND	19,726.49	1,333.00	.00	1,113.61	.00	.00	19,445.88	.00	19,445.88
766	ESCROW ROTARY	999,255.25	16,822.00	.00	10,941.40	.00	.00	1,005,135.05	.00	1,005,135.05
767	UNIDENTIFIED DEPOSITS	514,309.37	016.20	.00	12,731.04	.00	.00	502,309.61	.00	502,309.61
773	SEX OFFENDER REGISTRATION FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
775	UNPROVIDED SHERIFF BEN CHECK FC	20,437.00	12,420.00	.00	16,071.00	.00	.00	16,706.00	.00	16,706.00
776	UNPROVIDED EVIDENCE SHERIFF	28,722.67	13,146.54	0.000.00CR	8,625.00	.00	.00	27,244.21	.00	27,244.21
777	UNPROVIDED FEDERAL & STATE FUND	28,942.07	.00	.00	28,942.07	.00	.00	.00	28,942.07	28,942.07
778	COURT ORDERED SHERIFF SALES	75,117.21	1,404,152.50	.00	1,245,847.98	15,672.87CR	.00	249,094.60	810,792.18	1,059,886.79
779	UNPROVIDED DRUG TASK FORCE SEIZ	380,042.56	.00	0.000.00	190.00	.00	.00	307,852.56	4,097.00	311,949.56
781	REFUNDABLE DEPOSITS	440,987.74	21,404.44	.00	17,340.36	.00	.00	445,051.82	2,994.96	448,046.80
782	SHERIFF - LOST/ABANDONED PROPE	354.34	.00	.00	.00	.00	.00	354.34	.00	354.34

REPORT FORFOR CONTINUES



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

# Resolution

Number 18-0758

Adopted Date May 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JJ  
Refunds file

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

# Resolution

Number 18-0759

Adopted Date May 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:

Veterans	\$1,890.00
Board of Elections	\$1,209.63
Board of Elections	\$ 12.56

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor SI  
Veterans (file)  
Board of Elections (file)  
OMB



# THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 4/30/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: hours unknown prior to  
invoice being submitted

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	400	\$ 1890.00

VENDOR NAME John Agenbroad

DESCRIPTION OF SERVICES consulting

DATE OF OBLIGATION 3/14/18

# 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 \$ 65,056.93 DATE 3/14/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 59,278.84 DATE 5/1/18

FUND BALANCE NOW \$ 35,820.53

CERTIFIED BY: Matt Nolan JS

**MATT NOLAN, WARREN COUNTY AUDITOR**

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

# Resolution

Number 18-0760

Adopted Date May 08, 2018

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #05/03/2018 #001, #05/03/2018 #002, #05/03/2018 003, #05/03/2018 004, #05/03/2018 005, and #05/03/2018; said batches are attached hereto and made a part hereof.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor JS

# Resolution

Number 18-0761

Adopted Date May 08, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR FISHBAUGH & SONS CONSTRUCTION COMPANY FOR COMPLETION OF IMPROVEMENTS IN MIDDLETOWN CARDIOVASCULAR SITUATED IN FRANKLIN 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	:	Middletown Cardiovascular
Developer	:	Fishbaugh & Sons Construction Company
Township	:	Franklin
Amount	:	\$60,872.50
Surety Company	:	First National Bank LOC#820114121

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

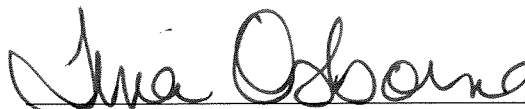
Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, 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 Fishbaugh & Sons Construction Company (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and First Financial Bank (2) (hereinafter the "Surety").

**WITNESSETH:**

WHEREAS, the Developer is required to install certain improvements in 5275 State <sup>A.K.A. Middletown Cardio-vascular</sup> Route 122 Subdivision, Section/Phase \_\_\_\_\_ (3) (hereinafter the "Subdivision") situated in Franklin (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 \$46,825.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$46,825.00; 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 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 \$60,872.50 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 Director 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 \$9,365.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director 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:

Fishbaugh & Sons Constr. Co.

3990 Roosevelt Blvd, Suite A  
Middletown, OH 45044

Ph. (513) 422 - 8688  
Dan's cell (513) 464-1847

D. To the Surety:

First Financial Bank  
300 High St  
Hamilton, OH 45011  
attn: Tricia M. Neeley  
Ph. (513) 867 - 5565

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 #** 820114121)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

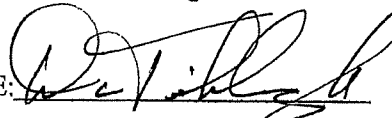


15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

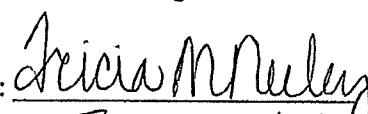
**DEVELOPER:**

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

SIGNATURE:   
 PRINTED NAME: Dan Fishbaugh  
 TITLE: President  
 DATE: 4-26-18

**SURETY:**

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

SIGNATURE:   
 PRINTED NAME: Tricia M. Neeley  
 TITLE: First Vice President  
 DATE: 4/26/18

**[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 <sup>vice</sup> President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0761, dated 5/8/18.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

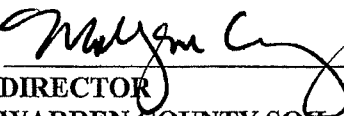
SIGNATURE: 

PRINTED NAME: David B Young

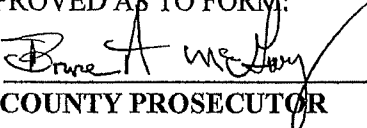
TITLE: <sup>via</sup> President

DATE: 5/8/18

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

April 26, 2018

To the Beneficiary:  
Board of Warren County Commissioners  
406 Justice Drive  
Lebanon, Ohio 45036

Irrevocable Letter of Credit # 820114121

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. 820114121 in your favor, as Beneficiary, by order and for account of Fishbaugh & Sons Construction Company, Inc., up to the aggregate sum of Sixty Thousand Eight Hundred Seventy Two and 50/100 US Dollars (US \$60,872.50). This Letter of Credit is available by payment against your sight draft(s) drawn on FIRST FINANCIAL BANK, an Ohio state chartered bank.

Drafts are to be accompanied by the following document(s):

1) Statement purportedly signed by an authorized signer of the Board of Warren County Commissioners stating that "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Fishbaugh & Sons Construction Company, Inc. has defaulted in the performance of the new Middletown Cardiovascular facility that is being built located at 5275 State Route 122, Franklin, Ohio 45005.

2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under First Financial Bank Standby Letter of Credit No. 820114121.

This Letter of Credit will expire on April 26, 2019.

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at, First Financial Bank, an Ohio state chartered bank, located at 255 East Fifth Street, Suite 700, Cincinnati, OH 45202 or any other place which may be designated by us by written notice delivered to you, not later than the expiration date of April 26, 2019, or any future expiration date.

"It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date we notify the Warren County Administrator, at the address listed above, in writing by certified or registered mail, that we elect not to consider this letter of credit renewed for any such additional period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

"The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the FIRST FINANCIAL BANK, an Ohio state chartered bank notifies the Warren County Administrator, 406 Justice Drive, Lebanon, Ohio 45036, that the draft presentment deadline shall not be extended for a successive one year period, **at such time the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

"The Security Agreement referenced by this Letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten".

Except as otherwise expressly stated herein, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 ("UCP 600"). This Letter of Credit shall be deemed to be made under the laws of the State of Ohio, and shall, as to matters not governed by the UCP 600, be governed by and construed in accordance with the laws of the State of Ohio.

Sincerely,

**FIRST FINANCIAL BANK**

By:   
Tricia Neeley, Relationship Manager II

# Resolution

Number 18-0762

Adopted Date May 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:

\$ 16,536.95	from	#218-5401-400	(BDD - Purchased Services)
\$ 13,475.71	from	#218-5401-447	(BDD - Child Placement Specialized)

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor Y  
Appropriation Decrease file  
Developmental Disabilities (file)  
OMB

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

# Resolution

Number 18-0763

Adopted Date May 08, 2018

ACCEPT AN AMENDED CERTIFICATE FOR WORKFORCE INVESTMENT ACT FUND  
#258

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget  
Commission for Fund #258 in the amount of \$663,448.00; and

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 81  
Amended Certificate file  
OhioMeansJobs (file)  
OMB

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, May 2, 2018

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2018, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2018	Taxes	Other Sources	Total
Workforce Investment Act Fund	\$34,985.92	\$0.00	\$1,272,734.77	\$1,307,720.69
Fund 258				
<b>TOTAL</b>	<b>\$34,985.92</b>	<b>\$0.00</b>	<b>\$1,272,734.77</b>	<b>\$1,307,720.69</b>

2018 MAY -4 AM 11:14

\_\_\_\_\_ )  
 \_\_\_\_\_ )  
*Matt Nolan* )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

# Resolution

Number 18-0764

Adopted Date May 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 ninth, tenth, and eleventh 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:


\$51,284.25 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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor h  
Operational Transfer file  
Human Services (file)  
OMB



# Resolution

Number 18-0765

Adopted Date May 08, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO DETENTION - SHERIFF'S FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Detention - Sheriff's Fund #101-2210 in order to process a sick and vacation leave payout for LaRhonda Strozier former employee of the Detention - Sheriff's Office:


\$ 1,550.36	from #101-1110-881	(Commissioner – Sick Leave Payout)
	into #101-2210-881	(Detention, Sheriff – Sick Leave Payout)
\$ 3,715.28	from #101-1110-882	(Commissioner - Vacation Leave Payout)
	into #101-2210-882	(Detention, Sheriff – Vacation Leave Payout)

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor JS  
Appropriation Adjustment file  
Sheriff (file)  
OMB

# Resolution

Number 18-0766

Adopted Date May 08, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS PRETRIAL FUND #101-1222 INTO COMMON PLEAS FUND #101-1220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00	from	#101-1222-210	(Office Supplies - General)
	into	#101-1220-850	(Training - Education)

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 18-0767

Adopted Date May 08, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS PROBATION  
FUND #101-1223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 100.00	from	#101-1223-210	(Office Supplies - General)
	into	#101-1223-460	(Insurance)

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 18-0768

Adopted Date May 08, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
FUND #101-1600

BE IT RESOLVED, to approve the following appropriation adjustment:

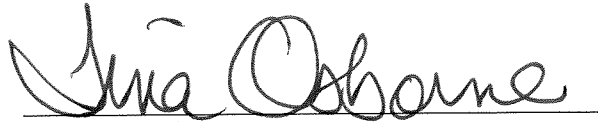
\$30,000.00 from #101-1600-210 (Office Supplies, General)  
into #101-1600-400 (Purchased Services)

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JS  
Appropriation Adj. file  
Facilities Management (file)  
OMB

# Resolution

Number 18-0769

Adopted Date May 08, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT  
FUND #467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,200,000.00	from #467-3725-317	(Juvenile Center, Cap Purchases under \$10,000.00)
	into #467-3725-320	(Cap Purchases \$10,000.00 and over)

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JS  
Appropriation Adj. file  
Facilities Management (file)  
OMB

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

# Resolution

Number 18-0770

Adopted Date May 08, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND #632

BE IT RESOLVED, to approve the following appropriation adjustment:

\$15,000.00 from #632-0100-932 (Benefits – Medical/Rx Claims)  
into #632-0100-910 (Benefits – Other Expense)

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor JS  
Appropriation Adjustment file  
Commissioners file  
OMB

# Resolution

Number 18-0771

Adopted Date May 08, 2018

## AUTHORIZE PAYMENT OF BILLS


BE IT RESOLVED, to authorize payment of bills as submitted on Batches #05/08/2018 001, #05/08/2018 002, #05/08/2018 003, #05/08/2018 004, #05/08/2018 005, and #05/08/2018 006; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor H

# Resolution

Number 18-0772

Adopted Date May 08, 2018

**AUTHORIZE THE COUNTY ADMINISTRATOR TO INITIATE NEGOTIATIONS OF A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT**

**WHEREAS**, this Board of County Commissioners (the "Board") recognizing the need for a Construction Manager at Risk ("CMR") firm for the purpose of construction services for the New Jail and Sheriff's Administration Office Project (the "Project") issued a Request for Qualifications relative thereto per Resolution Number 17-1525; and

**WHEREAS**, Section 9.334 of the Ohio Revised Code, and Section 153:1-6-01 of the Ohio Administrative Code identify the requirements and procedures for procuring CMR construction services for the aforementioned Project; and

**WHEREAS**, three Statements of Qualifications were received and proposals were requested from all three companies, and subsequently only two proposals for CMR services were received, reviewed and evaluated by an Evaluation Committee ( the "Committee") selected by the Board, pursuant to Resolution Number 17-1479; and

**WHEREAS**, on April 27, 2018 the Committee interviewed the two firms; and the Committee evaluated each proposal, considering the proposed cost and qualifications, and ranked Granger Construction Company as the best value to perform CMR services for the Project, a copy of the ranking sheet is attached hereto and made a part hereof;


**NOW THEREFORE BE RESOLVED**, to authorize the Warren County Administrator and/or Deputy Administrator to initiate negotiations of a CMR services contract with Granger Construction Company to perform the services at the compensation set forth in the pricing proposal, as well as considering the other factors required by Section 9.334 of the Ohio Revised Code.

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

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

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Sheriff (file)  
OMB Bid file  
T. Zindel  
M. Russell  
Project file



**Warren County  
New Jail and Sheriff's Administration Office Project  
CMR Pricing and Performance Proposal Evaluation Scoresheet**

Date: 4/27/18

Evaluation <u>Performance</u> Criteria	Possible Points	Firm: <u>Granger</u>	Firm: <u>Turner</u>	Firm: _____
Responsive to the RFP	Y/N	<u>Y</u>	<u>Y</u>	
Proposed Modifications to the Agreement (Tab 2 of Proposal)	10	<u>9</u>	<u>7</u>	
Schedule (Tab 3 of Proposal)	5	<u>5</u>	<u>5</u>	
Plan and Approach to Services for Preconstruction (Tab 4)	20	<u>19</u>	<u>17</u>	
<i>Proposed Services for Construction Phase: Plan and Approach to the Work (Tab 5a)</i>	20	<u>18</u>	<u>17</u>	
<i>Proposed Services for Construction Phase: Work sequencing (Tab 5b)</i>	10	<u>9</u>	<u>9</u>	
<i>Proposed Services for Construction Phase: Performance history (including prior work for Owner, if any) (Tab 5c)</i>	20	<u>19</u>	<u>15</u>	
<i>Proposed Services for Construction Phase: Plan for anticipated procurement difficulties or other Project challenges (Tab 5d)</i>	5	<u>5</u>	<u>3</u>	
<i>Proposed Services for Construction Phase: Plan for additional considerations (Tab 5f)</i>	5	<u>4</u>	<u>5</u>	
Proposed alternative work items or updated information, if any (Tabs 6 & 7)	5	<u>5</u>	<u>5</u>	
<b>Total</b>	<b>100</b>	<b><u>93</u></b>	<b><u>83</u></b>	

**Note that Proposers' interviews are not scored.**

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

# Resolution

Number 18-0773

Adopted Date May 08, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
MAY 10, 2018

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, May 10, 2018.

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

Mr. Grossmann – absent

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 8<sup>th</sup> day of May 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 8  
All Departments  
Commissioners file  
Press