

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

# Resolution

Number 20-1281

Adopted Date September 15, 2020

AUTHORIZE THE POSTING OF THE "WASTEWATER TREATMENT SYSTEM CHIEF OPERATOR, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Wastewater Treatment System Chief Operator" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Wastewater Treatment System Chief Operator, in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning September 10, 2020.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/ Sewer (File)  
OMB-Sue Spencer  
Theresa Reier

# Resolution

Number 20-1282

Adopted Date September 15, 2020

ACCEPT THE INTENT TO RESIGN FROM SHELBY DAVIS, EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ms. Davis has expressed her intent to resign from Warren County upon her graduation from the police academy anticipated in December 2020 and pursuit of a law enforcement career; and

NOW THEREFORE BE IT RESOLVED, to accept the intent to resign from Shelby Davis, Emergency Communications Operator within the Warren County Emergency Services Department.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
S. Davis Personnel File  
OMB – Sue Spencer

# Resolution

Number 20-1283

Adopted Date September 15, 2020

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN SETTLEMENT AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY DISPATCH ASSOCIATION AND ANDREW FARLAINO, EMERGENCY COMMUNICATIONS OPERATOR

WHEREAS, Mr. Farlino was separated from employment effective February 28, 2020; and

WHEREAS, an arbitrator's decision and award issued on July 27, 2020 reinstated Mr. Farlino and required Mr. Farlino to be made whole in all lost wages and benefits including seniority; and

WHEREAS, all parties have reached a settlement agreement as it relates to back pay and accrual of sick and vacation leave to comply with the arbitrator's decision and award issued July 27, 2020; and

NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign a settlement agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association and Andrew Farlino Emergency Communications Operator; as attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



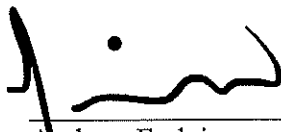
Tina Osborne, Clerk

cc: c/a – Warren County Dispatch Association  
c/a – Farlino, Andrew  
A. Farlino's Personnel File  
Emergency Services (file)  
OMB- Sue Spencer

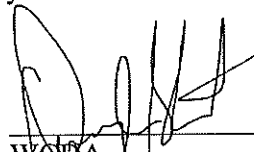
SETTLEMENT AGREEMENT

This settlement agreement is entered into by and between Andrew Farlaino (Employee), the Warren County Dispatch Association (WCDA) and the Warren County Board of Commissioners (County) and relates to the Arbitrator's Decision and Award issued on July 27, 2020. In resolution of this matter, the parties agree as follows:

1. In consideration of the mutual promises and covenants set forth herein, and in consideration of the payments to be made by the Employer to Employee, Employee does hereby release and discharge Employer, Warren County, Ohio, and its officers and employees, for all claims, demands, compensation, injuries, damages, actions and suits as may have arisen between the Employer and Employee as a result of the events and circumstances giving rise to the Arbitrator's Award and Decision issued on July 27, 2020. Pursuant to the Arbitrator's Award and Decision, Employee was returned to his position as an Emergency Communications Officer with the County on August 3, 2020. The parties agree this Agreement resolves the back pay award in the Arbitrator's Award and Decision issued on July 27, 2020.
2. The County agrees to pay Employee a one-time, lump sum payment of \$19,500 that will be processed via direct deposit at the next opportunity following the signing of this Agreement coinciding with regular payroll. Pursuant to the Arbitrator's Award, the lump sum payment constitutes back pay for lost wages. As a result, the lump sum payment will be treated as wages earned and the County will deduct all applicable withholdings required by law.
3. Employee will have 49.3419 hours of accrued sick leave credited to his sick leave balance upon the signing of this Agreement.
4. Employee will have 49.3404 hours of accrued vacation leave credited to his vacation leave balance upon the signing of this Agreement.
5. Employee acknowledges he will not be able to buy back any of the vacation leave hours previously cashed out in March of 2020.
6. This settlement agreement represents the entire agreement between the parties and may not be amended except by a written agreement signed by all the parties.
7. The parties agree that any alleged violation or breach of this settlement agreement shall be resolved through the binding grievance and arbitration procedure in the collective bargaining agreement between the County and the WCDA.

  
\_\_\_\_\_  
Andrew Farlaino

9/8/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
WCDA

9/8/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Warren County

9-15-2020  
\_\_\_\_\_  
Date



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

# Resolution

Number 20-1284

Adopted Date September 15, 2020

APPROVE PROBATIONARY PERIOD EXTENSION FOR DIANE LOCKARD, SOCIAL SERVICE WORKER II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, HUMAN SERVICES DIVISION

WHEREAS, the director of Human Services has requested Ms. Lockard's probationary period be extended an additional fifty-nine (59) days to November 23, 2020, due to extended absence from work, for further evaluation; and

NOW THEREFORE, BE IT RESOLVED, to approve the probationary period extension for Diane Lockard, Social Service Worker II, with in the Warren County Job and Family Services Department, Human Services Division.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services (file)  
D. Lockard's Personnel file  
OMB – Sue Spencer

# Resolution

Number 20-1285

Adopted Date September 15, 2020

APPROVE AND AUTHORIZE WARREN COUNTY ADMINISTRATOR TO SIGN THE OHIO EMERGENCY MANAGEMENT AGENCY GRANT AGREEMENT ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

WHEREAS, Warren County Emergency Services has applied for and been awarded the Ohio Emergency Management Agency Grant Agreement for FY2020, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Administrator to sign said grant agreement, as attached hereto and made a part hereof; and


BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Emergency Management Agency, the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: C/A—Ohio Emergency Response Commission  
Emergency Services (file)  
OGA

**OHIO EMERGENCY MANAGEMENT AGENCY  
GRANT AGREEMENT**

<b>Subrecipient Grant Agreement #</b>		<b>Subrecipient Vendor ID #</b>		<b>Federal Pass-Thru #</b>		<b>AL #</b>	<b>State Fund #</b>	<b>State Grant #</b>	
84642		52991		EMC-2020-EP-00004		97.042	3370	DPSFE258	
<b>FY2020 Emergency Management Performance Grant Program</b>					<b>Total Award</b>			<b>Performance Period</b>	
Warren County					\$111,068.53			10/01/2019 – 09/30/2021	
<b>Subrecipient Signatory Office/Address</b>					<b>Subrecipient Grant Manager</b>			<b>Subrecipient Fiscal Contact</b>	
Name/Title	Melissa Bour, Director, Tiffany Zindel, County Administrator				Name			Name	
Agency	Warren County Department of Emergency Services				Title			Title	
Address1	500 Justice DR				Phone			Phone	
City, Zip	Lebanon	OH	45036-2379		Email			Email	
<b>Grantee Office/Address</b>					<b>Grantee Grant Manager</b>			<b>Grantee Fiscal Contact</b>	
Name	Sima S. Merick, Executive Director				Name	Geoffrey Martin		Name	Teresa L. Peters
Agency	Ohio Emergency Management Agency				Title	Grants Branch Chief		Title	Fiscal Manager
Address1	Attn: Preparedness Grants Branch				Phone	614-799-3836		Phone	614-889-7175
Address2	2855 W. Dublin-Granville Road				Fax	614-799-3823		Fax	614-799-3673
City, St, Zip	Columbus	OH	43235-2206		Email	gsmartin@dps.ohio.gov		Email	tpeters@dps.ohio.gov


**Grant Award Requirements**

- The following forms must be filled out, signed and returned with original signature to the Ohio EMA Grants Branch, via mail within sixty (60) days after receipt of this Award:
  - **Grant Agreement** – (Insert Subrecipient Grant Manager and Fiscal Contact information)
  - **Assurances & Disclosure of Lobbying Agreement**
- Signatory of this Agreement must have authority to obligate the Subrecipient.
- Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Notice of Award document has been returned to Ohio EMA.
- Subrecipient agrees to submit through revised Baseline Work Plan any significant revisions to their pre-approved budget, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.
- Subrecipient will draw down funds through submission of a "Request for Cash" to include proof of cost and proof of payment documentation
- When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e. request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.
- Subrecipient will submit the Ohio EMA non-competitive procurement form to Ohio EMA prior to making a "sole source" purchase for required pre-approval. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
- All procurements exceeding \$10,000 must be pre-approved by Ohio EMA prior to obligation of funds
- Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
- Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.

- Subrecipient agrees that it cannot undertake any project having potential impact on Environmental and Historical Preservation (EHP) resources without the prior approval of DHS-FEMA. Subrecipient must comply with all conditions placed on a project as a result of the EHP review. A change in scope of work will require EHP re-evaluation.
- The EMPG Grant requires a **50% match**. Subrecipients may only provide up to 25% of their federal award with third party in-kind (soft match) contributions. Any in-kind match requires proper documentation.
- **Subrecipient is required to submit quarterly Work Plan Updates on the form established by Ohio EMA no later than twenty (20) days after federal quarter end (12/31, 3/31, 6/30, and 9/30) in order to demonstrate progress. Reports are due until all funds are expended, de-obligated or until the period of performance ends.**
- **Subrecipient is required to submit quarterly Requests for Cash on the form established by Ohio EMA no later than thirty (30) days after federal quarter end (12/31, 3/31, 6/30, and 9/30) in order to demonstrate progress. Requests for Cash are due until all funds are expended, de-obligated or until the period of performance ends.**
- Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding.
- Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
  - Subrecipient shall use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
  - Subrecipient shall only use funds in accordance with the FY2020 EMPG Federal and State guidance and the rules, regulations and requirements contained within.
  - Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.
  - Subrecipient shall not utilize federal funds as a match for this grant.
  - Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise.
  - Subrecipient agrees to update and finalize the Bi-annual Strategy Implementation Report (BSIR) within the time frames provided by and as directed by Ohio EMA.
  - Subrecipient agrees to submit a current Master Asset Listing along with a yearly inventory certification within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.
  - Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
  - Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, & shall specify the changes & justification.
- This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
- Authorized Program Expenditures include: Planning, Organization, Personnel, Equipment, Training, and Administration as outlined in the county's application and in accordance with FY2020 EMPG guidance.
- Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as SAA.
- Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any & all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Homeland Security.
- This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective & valid under applicable law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
- Recipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
- In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to

impose measures and will make efforts to resolve the problem informally. In the event that US DHS-FEMA or the State of Ohio determines that funds are not appropriated or otherwise available to support continuation of this sub-grant, the sub-grant shall be canceled. A determination of unavailability of funds shall be final and conclusive.

- Recipient may request review any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
- Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
- Subrecipient is prohibited from transferring funds among direct cost categories, programs, functions, or activities without prior written approval from Ohio EMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget Ohio EMA last approved.
- Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
- Subrecipient shall provide such information as may be requested by U.S. DHS to ensure compliance with any applicable environmental laws and regulations.
- Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
- Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and U.S. DHS.
- Per DHS special conditions of the FY2020 EMPG, the Subrecipient and Subrecipient's employees may not engage in trafficking of persons, procurement of commercial sex acts and/or use of forced labor in the performance of this award or during the duration that this award is in place.
- Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
- Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
- Subrecipient agrees to reimburse Grantor for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this agreement.
- Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to sub-recipients actions under this Agreement

<b>Subrecipient Signatory Official(s)</b>  Date <i>9-9-2020</i>	<b>Grantee Signatory Official</b> Date
Melissa Bour, Director/ Tiffany Zindel, County Administrator Warren County Department of Emergency Services	Sima S. Merick, Executive Director Ohio Emergency Management Agency, State Administering Agency

**APPROVED AS TO FORM**



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

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025  
Expires August 31, 2011

FOR FY 2020

CA FOR (Name of Recipient)  
Warren County Department of Emergency Services

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

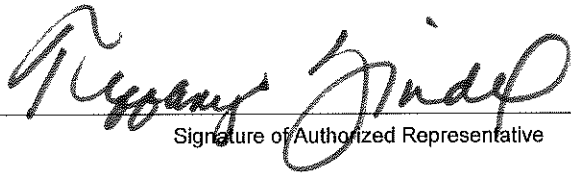
An applicant must check each item that they are certifying to:

- Part I**  FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II**  FEMA Form 20-16B, Assurances-Construction Programs
- Part III**  FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV**  SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Tiffany Zindel

Typed Name of Authorized Representative



Signature of Authorized Representative

County Administrator

Title

09/09/2020

Date Signed

**NOTE:** By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

**Paperwork Burden Disclosure Notice**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and maintaining the data needed, and submitting this form. You are not required to complete this form unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472, Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address.**

DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NONCONSTRUCTION PROGRAMS

O.M.B. No. 1660-0025  
Expires August 31, 2011

Paperwork Burden Disclosure Notice

Paperwork reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden estimate to: Information Collection Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0025). NOTE: Do not send your completed form to this address

**NOTE:**  
Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal 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:

- Kristy G. Gindoff*
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 the project described in this application.
  2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
  3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
  4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
  5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
  6. Will comply with all Federal statutes relating to nondiscrimination. 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 IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 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. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 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) Sections 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 Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision 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.
  7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
  8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
  9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
  10. Will comply, if applicable with flood insurance purchase requirements of Section 102a 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.
  11. 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. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under 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).
  12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
  13. 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-et seq.).
  14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
  15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 9-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
  16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
  17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
  18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
  19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U. S. DEPARTMENT OF HOMELAND SECURITY  
FEDERAL EMERGENCY MANAGEMENT AGENCY  
**ASSURANCES-CONSTRUCTION PROGRAM**

*O.M.B. No. 1660-0025  
Expires July 31, 2007*

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U. S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

**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 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 cost*) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper 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 interest in the title of real property in accordance with 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 nondiscrimination 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 progress 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 to interest, or personal gain.
8. Will comply with Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen 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. Sections 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. Sections 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. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of 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 bases of alcohol abuse or alcoholism; (g) Sections 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. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statutes(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (P.L. 91-646) which provides 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 interest in real property acquired for project purpose regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or impart with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.



14. Will comply with the 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 in 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 (E.O.) 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 programs developed under the Coastal Zone Management Act of 1973 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 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); (H) Protection of 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. Sections 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 preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

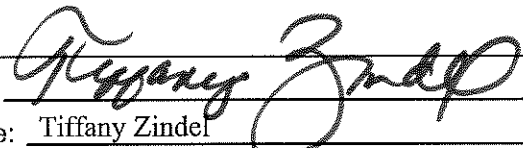
# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Ohio Emergency Management Agency 2855 W Dublin Granville Road Columbus, Ohio 43235  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> Department of Homeland Security - FEMA	<b>7. Federal Program Name/Description:</b> FY2020 Emergency Management Performance Grant  CFDA Number, if applicable: <u>97.042</u>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ 111,068.53	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> Tiffany Zindel Warren County Board of Commissioners 406 Justice Drive, Lebanon Ohio 45036	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>  <div style="text-align: center;">             Signature: _____            Print Name: <u>Tiffany Zindel</u>            Title: <u>County Administrator</u>            Telephone No.: <u>(513) 695-1241</u>      Date: <u>9/9/2020</u> </div>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

# NIMS Compliance Requirement

Jurisdiction/Agency Name:

Warren County Department of Emergency Services

To be eligible to receive FY 2020 Federal preparedness funding assistance, applicants must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented the NIMS compliance activities outlined at in *NIMS Implementation Objectives for Local, State, Tribal, and Territorial Jurisdictions* available at <https://www.fema.gov/media-library/assets/documents/130743> . Ohio Revised Code 5502.28(c) designates NIMS and its incident response management component, the Incident Command System (ICS), as the primary response/recovery framework for all jurisdictions in the state.

Therefore, the Applicant's Director, Chief Executive, or officially appointed NIMS Coordinator must review and certify below that these NIMS requirements have in fact been implemented to the "good faith effort" standard within the agency or jurisdiction by all disciplines receiving direct benefit as a result of past federal preparedness funding expenditures and likely to receive direct benefit as a result of FY2020 preparedness grant expenditures. Evidence of compliance with these requirements must be made available, upon request, to Ohio EMA. Failure to do so may result in suspended or terminated funding.

I hereby certify that:

- (1) ... the applying jurisdiction/agency has sufficient legal authority provided by lawfully enacted or promulgated statutes, ordinances, or regulations to adopt the NIMS;
- (2) ... such NIMS adoption statutes, ordinances, or regulations are in full force and effect on the date of this certification;
- (3) ...the tasks necessary to implement NIMS requirements have been accomplished to the "good faith effort" standard by all disciplines receiving direct benefit as a result of federal preparedness funding; and
- (4) ...the applying jurisdiction/agency has reviewed the specific tasks in the FEMA NIMS Implementation Objectives and, *if required to do so*, has completed the annual NIMS Implementation Survey provided by Ohio EMA.



\_\_\_\_\_  
Signature of Applicant's Authorized Signatory

Tiffany Zindel, County Administrator

\_\_\_\_\_  
Printed Name and Title of Applicant's Authorized Signatory

9/9/2020

\_\_\_\_\_  
Date

# Resolution

Number 20-1286

Adopted Date September 15, 2020

SET PUBLIC HEARING FOR THE REZONING APPLICATION OF SOLID ROCK MINISTRIES INTERNATIONAL TO AMEND THE MULTI-FAMILY RESIDENTIAL R-3 PLANNED UNIT DEVELOPMENT STANDARDS TO CHANGE USE FROM SENIOR LIVING TO A FOSTER HOME FOR BOYS (RESTORATION RANCH)

WHEREAS, this Board is in receipt of the rezoning application (Case #2020-05) of Solid Rock Ministries International to consider a change of use in the Planned Unit Development Standards to change the use from senior living to a foster home for boys (Restoration Ranch) on their Multi-Family Residence "R3" Planned Unit Development zoned property consisting of 14.88 acres located at 903 Union Road in Turtlecreek Township (Parcel # 0701400011); and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider the rezoning application (Case #2020-05) of Solid Rock Ministries International to consider a change of use in the Planned Unit Development Standards from senior living to a foster home for boys (Restoration Ranch) on their Multi-Family Residence "R3" Planned Unit Development zoned property; said public hearing to be held October 6, 2020, at 9:30 a.m. in the Commissioners' Meeting Room and virtually; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 20-1287

Adopted Date September 15, 2020

AMEND RESOLUTION 15-1579 TO AUTHORIZE THE ISSUANCE OF A COUNTY CREDIT CARD FOR USE BY THE OFFICE OF THE WORKFORCE INVESTMENT BOARD

WHEREAS, pursuant to Resolution #15-1579 adopted October 13, 2015, this Board authorized the issuance of a county credit card for use by the Office of the Workforce Investment Board; and

WHEREAS, said resolution referenced a specific person rather than the position holder to be issued a credit card; and

NOW THEREFORE BE IT RESOLVED, to amend Resolution 15-1579 adopted October 13, 2015, to authorize the issuance of a county credit card to the Workforce Investment Board and further that this Board does hereby authorize its use by the WIB Executive Director and the Deputy Director; and


BE IT FURTHER RESOLVED, that the Workforce Investment Board be required to obtain a separate credit card account not associated with the account of this Board.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor   
Workforce Investment Board (file)

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

# Resolution

Number 20-1288

Adopted Date September 15, 2020

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, COMMON PLEAS COURT-GENERAL DIVISION, FACILITIES MANAGEMENT, WATER & SEWER – SEWER, AND TREASURER’S OFFICE AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Common Pleas Court – General Division, Facilities Management, Water & Sewer – Sewer, and Treasurer’s Office in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sr

cc: 2020 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor’s Office

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Board of DD

Date:

Aug 27, 2020

001

### E1998 Ford E-350 Extended Wheel Base Van



Select Item Type

Vehicle

Vin #

1FTSS34L6WHB67191

Title restriction?

Yes  No

Odometer Reading

87555

Yes

Accurate?

No  Unknown

Year

1998

Make

FORD

Model

E-350

Does it Start?

Yes  No  With Boost

Does it run?

Yes  No

Color

RED

Exterior Condition?

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

Interior

Cloth  Leather  Other

Interior Condition?

Good  Fair  Poor

Additional Comments

Good tires, interior and exterior typical for 22 year old work van. Needs new battery but was driven daily until it was parked to auction. For additional photos please go to <https://imgur.com/a/kc6wE1W>



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Pete Mason

Title: Operations Director

Phone Number 513-518-1848

Location of Item: , Lebanon, Ohio 45036

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Common Pleas Court - General

Date: Aug 28, 2020

017

## SANYO TELEVISION/MONITOR



Select Item Type:

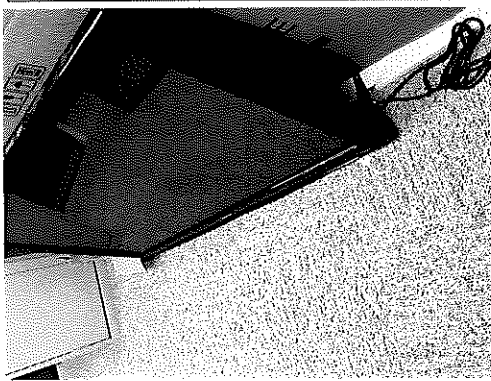
Category:  Brand:

Model #:  Serial #:

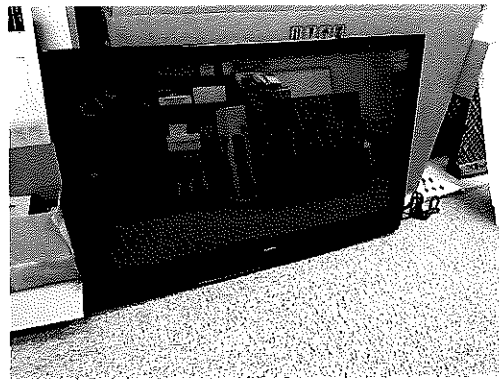
Date Removed From Service:  Did Item Work When Removed?  
 Yes  No  Unknown

### Additional Comments

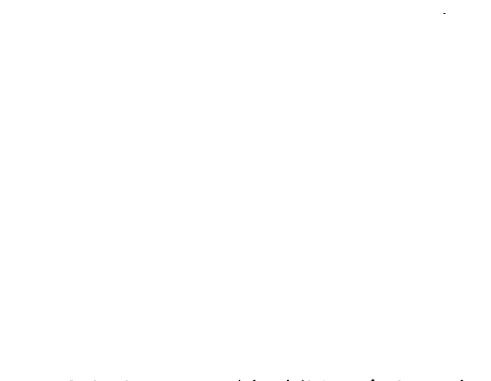
SANYO TV - LARGE w/REMOTE  
UNKNOWN WORKING CONDITION



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: CINDY PREWITT

Title: FISCAL COORDINATOR

Phone Number 513-695-2596

Location of Item: 500 JUSTICE DR LEBANON OH 45036

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



# Warren County Facilities Management

FAC20029

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

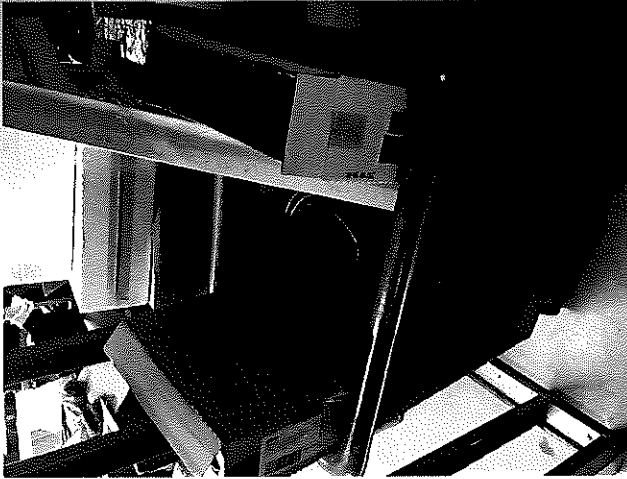
Facilities Management

Date:

Sep 2, 2020

029

### Misc. Cleaning Supplies



Select Item Type

Single Item

Category

Janitorial Equipment

Brand

Model #

Serial #

Date Removed From Service

2/11/20

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

2 tubes of misc. cleaning supplies that is not being used. Condition of items are unknown. The gray tubes are not included.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, third floor storage

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

# Warren County Facilities Management

FAC20030

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date: Sep 2, 2020

030

### Lot of Vacuums



Select Item Type

Single Item

Category Janitorial Equipment

Brand

Model #

Serial #

Date Removed From Service 9/2/20

Did Item Work When Removed?

Yes

No

Unknown

#### Additional Comments

5 Qty: Tornado vacuum cleaners  
4 Qty: Hoover Commercial Wind Tunnel  
1 Qty: Shark swifter type floor cleaner  
1 Qty: vacuum



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, 3rd floor

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

## Warren County Facilities Management

430 South East Street  
513-695-1463Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date

Sep 3, 2020

031

## Carpet Excerator



Select Item Type

Single Item

Category Industrial Equipment

Brand Advance

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

 Yes No Unknown

Additional Comments

Advance Aquaclean 15 carpet removal is not in working condition.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, Third Floor

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

# Warren County Facilities Management

FAC20034

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

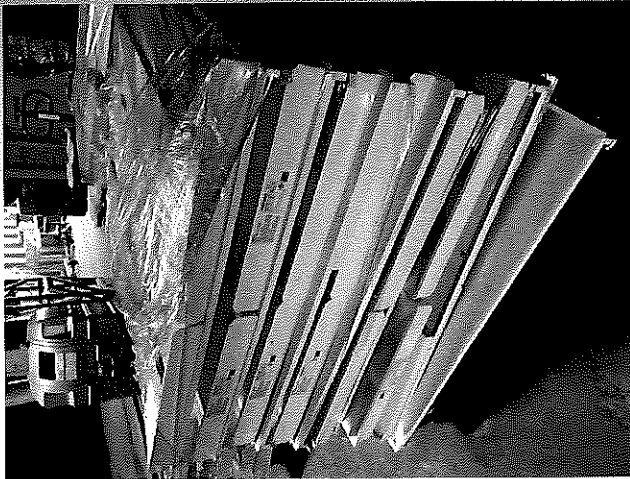
Facilities Management

Date:

Sep 3, 2020

034

### Lot of Recessed LED Troffer Lighting Fixtures



Select Item Type

Single Item

Category Lighting/Fixtures

Brand Satco Nuvo Lighting

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

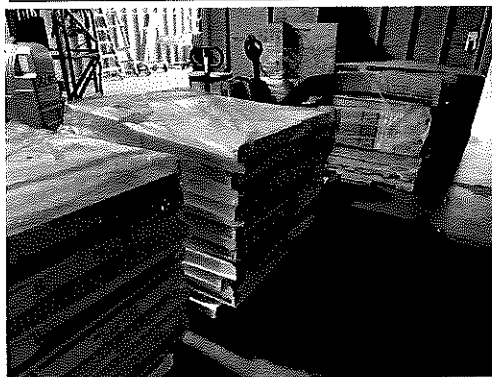
Yes

No

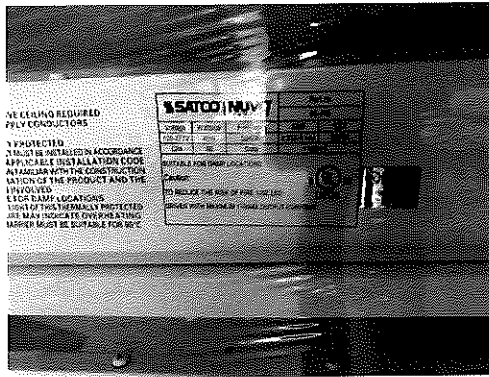
Unknown

Additional Comments

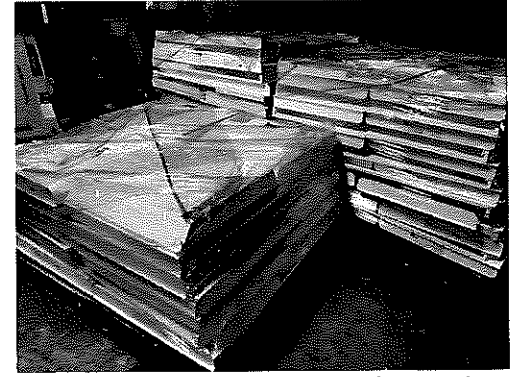
Approximately 52 @ 2' x 4' LED lighting fixtures. two skids of lights which has working and some that are not in working condition. Approximately 28 @ 2'x2' LED lighting fixtures. The lighting fixtures where in working condition but there may be some not in working condition.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, open bay

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

# Warren County Facilities Management

FAC20032

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

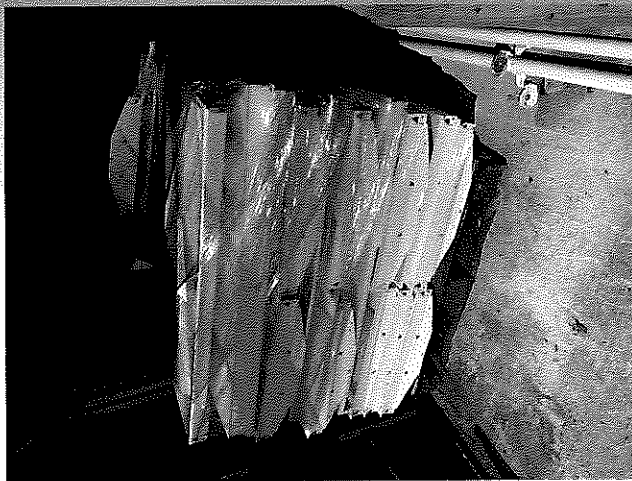
Facilities Management

Date

Sep 3, 2020

032

### Lot of Recessed LED Troffer Lighting Fixtures



Select Item Type

Single Item

Category Lighting/Fixtures

Brand LSI

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

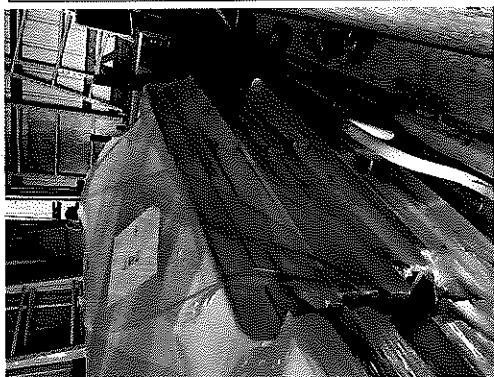
Yes

No

Unknown

#### Additional Comments

Approximating 47@ 2'x4' LED lighting fixtures. The two skids of lights were in working condition when removed but there might be some not in working condition.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, Third Floor

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



# Warren County Facilities Management

FAC20033

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

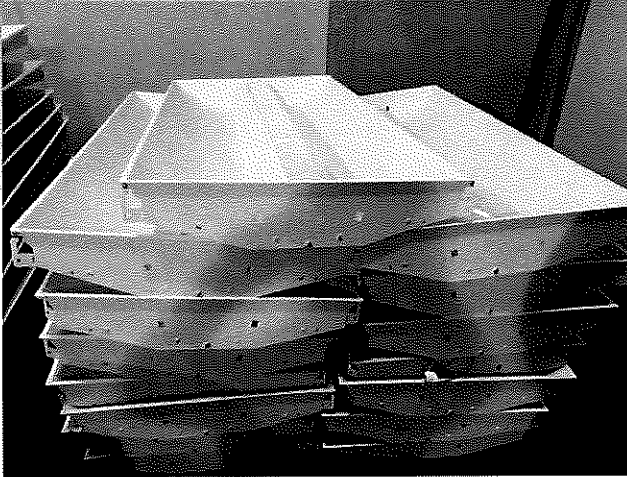
Facilities Management

Date:

Sep 3, 2020

033

### Lot of Recessed LED Troffer Lighting Fixtures



Select Item Type

Single Item

Category Lighting/Fixtures

Brand LSI

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

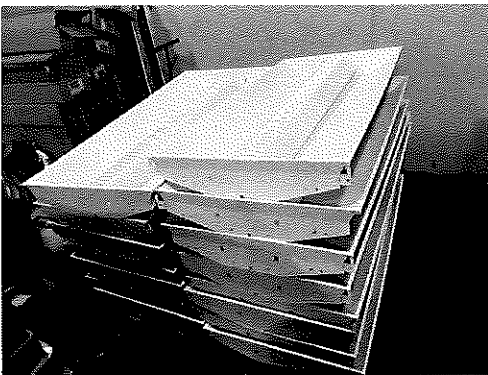
Yes

No

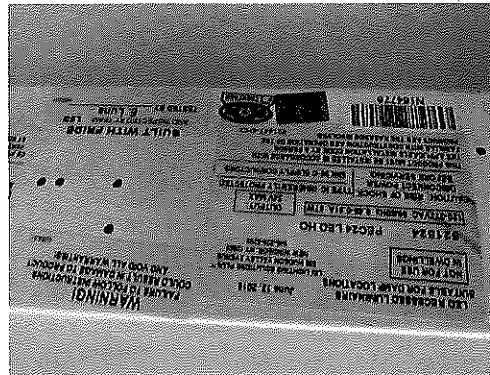
Unknown

Additional Comments

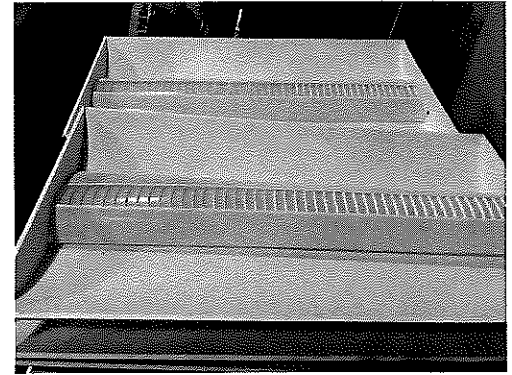
Approximating 30 @ 2'x4' LED lighting fixtures. The two skids of lights were in working but some may not be in working condition.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, Third Floor

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

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

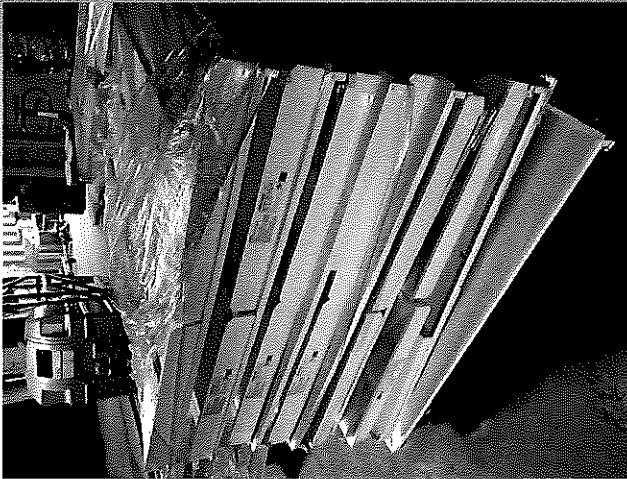
## GovDeals Item Inspection Form

Facilities Management

Date: Sep 3, 2020

034

### Lot of Recessed LED Troffer Lighting Fixtures



Select Item Type

Single Item

Category Lighting/Fixtures

Brand Satco Nuvo Lighting

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

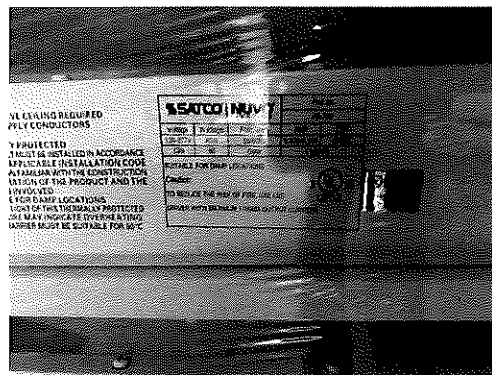
Yes  No  Unknown

#### Additional Comments

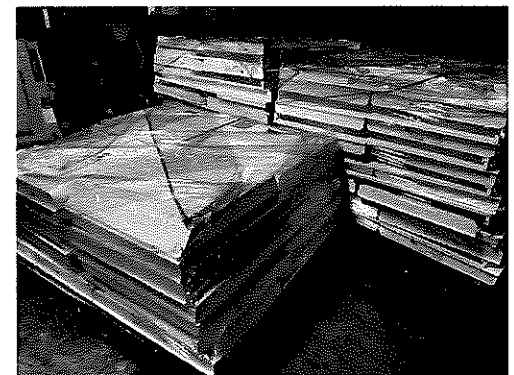
Approximately 52 @ 2' x 4' LED recessed lighting fixtures. Approximately 2'x2' LED recessed Lighting fixtures. Three skids of lights which has working and some that are not in working condition. Approximately 28 @ 2'x2' LED lighting fixtures. The lighting fixtures where in working condition but there may be some not in working condition.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTIC DRIVE, LEBANON, OHIO 45036, open bay

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date:

Sep 3, 2020

035

### Lot of Recessed LED Troffer Lighting Fixtures



Select Item Type

Single Item

Category Lighting/Fixtures

Brand LSI & Global

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

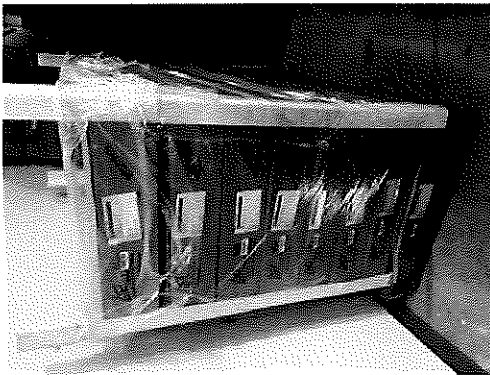
Yes

No

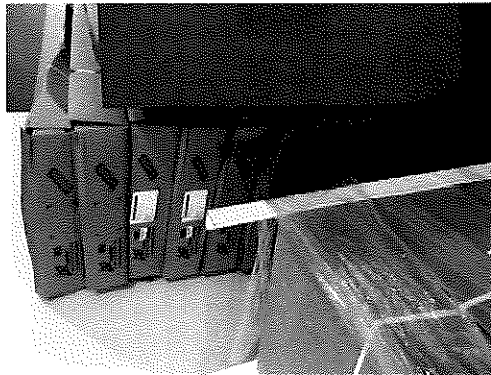
Unknown

#### Additional Comments

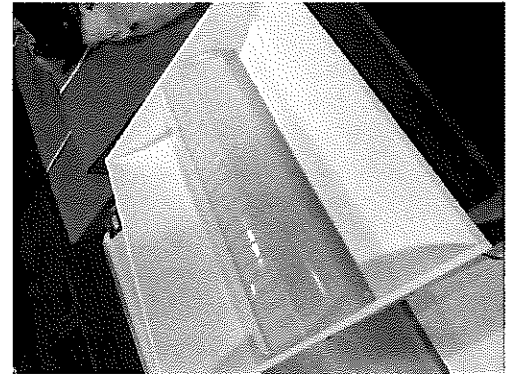
Used 5 @ 2' x4' and 7 @ 2'x2' recessed LED lighting fixtures. one skids of loose lights working condition unknown. Approximately 20 boxes unused of LSI 2'x4' recessed LED lighting fixtures.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, Third Floor

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



# Warren County Facilities Management

FAC20036

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Facilities Management

Date: Sep 3, 2020

036

### Lot of Overhead Storage



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 2/11/20

Did Item Work When Removed?

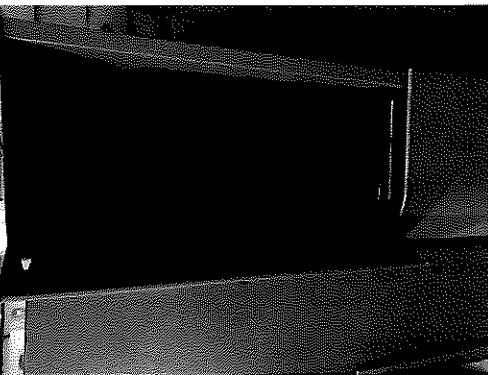
Yes

No

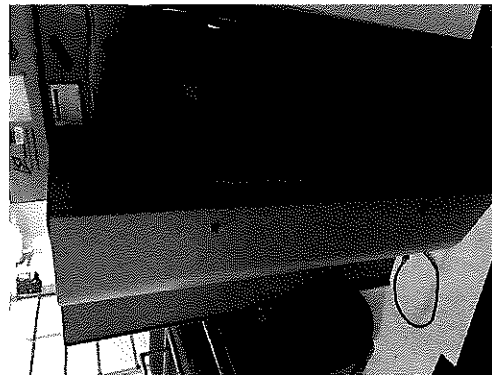
Unknown

#### Additional Comments

5 gray two door overhead storage. They are in working and fair condition. Some have a light mounted under overhead storage.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAMUEL ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTIC DRIVE, LEBANON, OHIO 45036, basement

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

# Warren County Facilities Management

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

SEW20004

## GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

Aug 19, 2020

004

### HP PRINTER/TONER



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand HP

Model # LASER JET PRO M203DW

Serial #

Date Removed From Service

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

TONER HAS NOT BEEN USED

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: AMY HENSLEY

Title: FIN. ASST

Phone Number 513 695 2307

Location of Item: 406 JUSTICE DRIVE LEBANON OHIO 45036

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

# Warren County Facilities Management

SEW20005

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

Aug 19, 2020

005

### SQUARE D SOFTSTART

Select Item Type

Single Item

Category Communication/Electronic Equipment

Brand SQUARE D SOFTSTART

Model # TELEMECANIQUE

Serial # ATS46C17N

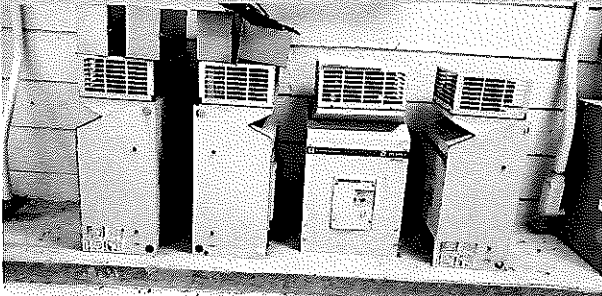
Date Removed From Service 2007/2008

Did Item Work When Removed?

Yes

No

Unknown

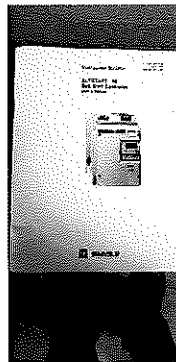


Additional Comments

THERE ARE 2 USER MANUALS



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: AMY HENSLEY

Title: FIN. ASST

Phone Number 513 695 2307

Location of Item: 3812 SOCIALVILLE FOSTER RD MAINEVILLE OHIO 45039

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Treasurer

Date:

Aug 21, 2020

001

## TWO COMPUTER SCREENS



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP SCREENS

Model #

Serial #

Date Removed From Service

8/3/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEPUTY TRE

Phone Number 5136951300

Location of Item: TRE OFFICE STORAGE ROOM

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

# Warren County Facilities Management

TRE20002

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

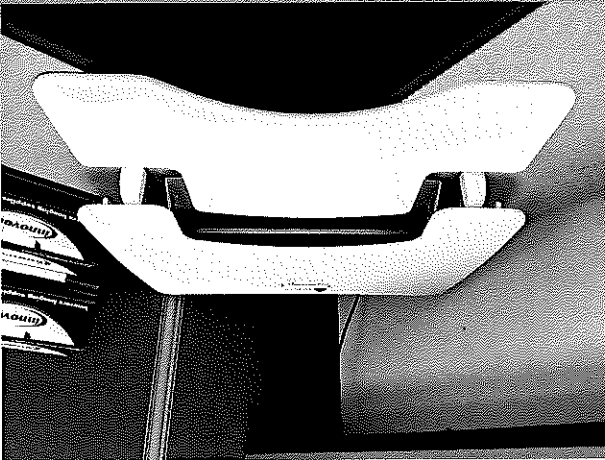
Treasurer

Date:

Aug 21, 2020

002

### VARI DESK 1



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand VARIDESK

Model # PROPLUS 36

Serial #

Date Removed From Service 8/1/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TREASURERS OFFICE

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



# Warren County Facilities Management

430 South East Street  
513-695-1463

GovDeals

TRE20003

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 21, 2020

003

VARIDESK 2



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand VARIDESK

Model # PROPLUS 36

Serial #

Date Removed From Service 8/1/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TREASURERS OFFICE

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

# Warren County Facilities Management

TRE20004

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 21, 2020

004

### 1 Blue Desk Chair



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand Unknown

Model #

Serial #

Date Removed From Service 8/1/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TREA

Phone Number 5136951300

Location of Item: TREAS OFFICE STORAGE ROOM

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

# Warren County Facilities Management

TRE20005

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 21, 2020

005

### BRANDT CHECK ENDORCER



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand BRANDT

Model #

Serial #

Date Removed From Service 7/1/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TREAS OFFICE STORAGE

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



# Warren County Facilities Management

TRE20007

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 21, 2020

007

### 1 BRANDT CHECK ENDORSER-2



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

BRANDT

Model #

Serial #

Date Removed From Service

7/1/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TREA

Phone Number 5136951300

Location of Item: TREASURER OFFICE STORAGE

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 24, 2020

008

### IBM GREEN BAR PRINTER



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

IBM

Model #

Serial #

Date Removed From Service

8/3/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TREA OFFICE STORAGE RM

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

# Warren County Facilities Management

TRE20009

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date

Aug 24, 2020

009

### HP LASER 1320 PRINTER



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand HP

Model #

Serial #

Date Removed From Service 7/1/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TREA OFFICE STORAGE RM

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

# Warren County Facilities Management

TRE20010

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 24, 2020

010

### HP LASER JET 2200 PRINTER

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP

Model #

Serial #

Date Removed From Service

7/1/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TREA

Phone Number 5136951300

Location of Item: TREA OFFICE STORAGE RM

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

# Warren County Facilities Management

GovDeals #

TRE20011

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 24, 2020

011

### 4 HANGING OFFICE BASKETS



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

1/13/20

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TREA OFFICE STORAGE RM

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



# Warren County Facilities Management

GovDeals #

TRE20012

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 24, 2020

012

3 SCREENS

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP AND PLANAR

Model #

Serial #

Date Removed From Service

12/9/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TREA OFFICE STORAGE RM

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



# Warren County Facilities Management

TRE20013

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 24, 2020

013

### 4 COMPAQ TOWERS



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand COMPAQ

Model #

Serial #

Date Removed From Service 12/9/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TRE OFFICE STORAGE RM

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

# Warren County Facilities Management

TRE20014

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

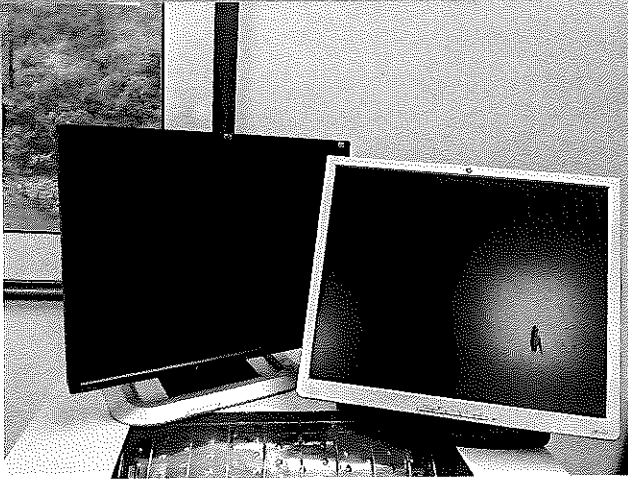
Treasurer

Date:

Aug 24, 2020

014

### 2 HP SCREENS



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand HP

Model #

Serial #

Date Removed From Service 12/9/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TRE OFFICE STORAGE RM

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

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Treasurer

Date:

Aug 24, 2020

015

## 3 HP SCREENS

Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

HP

Model #

Serial #

Date Removed From Service

12/9/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TRES OFFICE STORAGE RM

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

# Warren County Facilities Management

GovDeals

TRE20016

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

Treasurer

Date:

Aug 24, 2020

016

### BOX OF BINDERS-1



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

12/9/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TRE OFFICE STORAGE RM

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

# Warren County Facilities Management

TRE20017

430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

## GovDeals Item Inspection Form

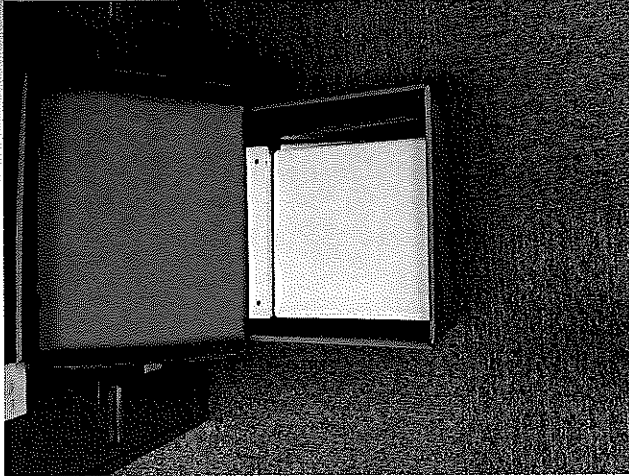
Treasurer

Date:

Aug 24, 2020

017

### BOX BINDERS-2



Select Item Type

Single Item

Category

Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service

12/9/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TRES OFFICE STORAGE RM

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



430 South East Street  
513-695-1463

Michael D. Shadoan  
Director

# GovDeals Item Inspection Form

Treasurer

Date:

Aug 25, 2020

018

## BOX OF BINDERS-3



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 12/9/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DEBBIE PARSON

Title: LEGAL ASSISTANT/DEP TRE

Phone Number 5136951300

Location of Item: TRE OFFICE STORAGE RM

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



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

# Resolution

Number 20-1289

Adopted Date September 15, 2020

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

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Enterlock Corporation, on behalf of Warren County Children Services, for calendar year 2020-2021, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Enterlock Corporation  
Children Services (file)

## Ohio Department of Job and Family Services

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

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

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

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

and Enterlock Corporation, hereinafter "Provider," whose address is:

Enterlock Corporation  
5956 Sunridge Dr  
Cincinnati, OH 45224

Collectively the "Parties."

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## **RECITALS**

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

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

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

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

### **Article I. SCOPE OF PLACEMENT SERVICES**

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

#### **Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED**

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

#### **Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED**

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

#### **Section 1.03 EXHIBITS**

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

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

### **Article II. TERM OF AGREEMENT**

This Agreement is in effect from **07/27/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

### **Article III. ORDER OF PRECEDENCE**

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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



completed.

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

## **Article VI. AGENCY RESPONSIBILITIES**

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

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

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

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

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

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

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

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

## **Article IX. TERMINATION; BREACH AND DEFAULT**

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

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

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

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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



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

## **Article XII. INDEPENDENT CONTRACTOR**

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

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

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

## **Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS**

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

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

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

**Article XV. AMENDMENTS**

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

**Article XVI. NOTICE**

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

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

if to Provider , to Enterlock Corporation  
5956 Sunridge Dr  
Cincinnati, OH 45224

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

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

**Article XIX. CONFLICT OF INTEREST**

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

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

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

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

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

## **Article XXII. SCREENING AND SELECTION**

### **A. Criminal Record Check**

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

### **B. Transportation of Child**

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

### **C. Rehabilitation**

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

D. Verification of Job or Volunteer Application:

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

**Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

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

**Article XXIV. FINDINGS FOR RECOVERY**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

**Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

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

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

**Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

**Article XXIX. PROPERTY OF AGENCY**

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



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

**Article XXX. SEVERABILITY**

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

**Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

**Article XXXII. COUNTERPARTS**

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

**Article XXXIII. APPLICABLE LAW AND VENUE**

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

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

**SIGNATURES OF PARTIES:**

Provider: <i>DIANN DILLINGHAM</i>	<i>8-7-20</i>
Printed Name <b>Enterlock Corporation</b>	Date
Agency: <i>Warren County</i>	<i>Ⓢ</i>
Printed Name <b>Warren County Children Services</b>	Date <i>9-4-2020</i>

APPROVED AS TO FORM  
*Keith W. Anderson*  
 Keith W. Anderson  
 Asst. Prosecuting Attorney

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Contract ID : 19211013

Originally Dated :07/27/2020 to 05/31/2021

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

and

<b>Provider</b> Enterlock Corporation		
<b>Street/Mailing Address</b> 5956 Sunridge Dr		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45224

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

Amendment Number **1** :

Amendment Reason:

OTHER

Amendment Begin Date:

07/27/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services  
 Run Date: 08/05/2020  
 Provider / ID : Enterlock Corporation/ 16682233  
 Contract Period : 07/27/2020 - 05/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Heaven Sent Homes (20860)	6225663			\$247.00	\$55.00							\$302.00	07/27/2020	05/31/2021

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

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

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

20-1289, dated 9.15.20, and by the duly authorized  
of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

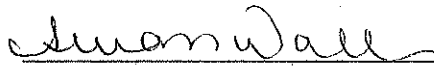
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 9.15.20

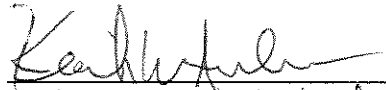
*Craterlock Corp dba Heaven Sent Homes*  
*Deann Dillingham*  
\_\_\_\_\_  
Provider

Date 9-8-20

Reviewed by:

  
\_\_\_\_\_  
Director  
Warren County Children's Services

Approved as to Form:

  
\_\_\_\_\_  
~~Kathryn M. Horvath~~ *Keith W. Anderson*  
Assistant Prosecuting Attorney



AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF HAMILTON

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

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

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

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

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

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

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

Diann Dillingham  
AFFIANT

Subscribed and sworn to before me this 14<sup>th</sup> day of August 2020

[Signature]  
(Notary Public),

Beth County.

My commission expires 2/4 2021



**SETH D. GEISLER**  
Notary Public, State of Ohio  
My Commission Expires  
February 4, 2021

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2020

<b>PRODUCER</b> KIRK INSURANCE AGENCY BEVERLY KIRK, AGENT 1360 N. FAIRFIELD RD STE E BEAVERCREEK, OH 45432		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> ENTERLOCK CORP DBA HEAVEN SENT 7416 POLOSPPRINGS CT FAIRFIELD, OH 45014		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: KINSALE INS CO	
		INSURER B: CNA SURETY CO	
		INSURER C: BEAZLEY INS CO	
		INSURER D:	
		INSURER E:	

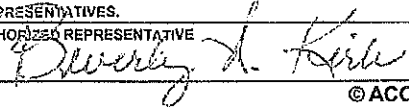
## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR PROFESSIONAL COV INCL E&O LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	R0100071043-0	06/18/20	06/18/21	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ N/A ABUSE/MOLEST 300K/300K
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER EMPLOYERS LIAB	R0100071043-0	06/18/20	06/18/21	1,000,000/1,000,000 INCL DISEASE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GROUP HOME - YOUTH, HOLD HARMLESS INCLUDED IN ABOVE COVERAGE. Employers Liab incl above  
 B. CNA SURETY FIDELITY BOND # 72276534 06/18/20 - 06/18/21 \$100,000 CSL  
 C. CYBER LIABILITY BEAZLEY INS CO. -240DEL8904 06/18/20 - 06/18/21 \$1,000,000/1,000,000  
 INCL: INFORMATION/SECURITY & PRIVACY, REG ACTION, WEBSITE-MEDIA CONTENT, PRIVACY BREACH  
 Additional Insured: Board of Mont Co. Commissioners/Elected Officials, Depts, & Agencies

<b>CERTIFICATE HOLDER</b> ADD'L INSURED: MCDJFS CONTRACTING UNIT 3304 N. MAIN ST DAYTON, OH 45405	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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**State of Ohio  
Department of Job and Family Services**

**Mike DeWine  
Governor**

**This is to Certify that**

**ENTERLOCK CORPORATION  
5956 SUNRIDGE DRIVE  
CINCINNATI, OHIO 45224  
(RECERTIFICATION- STUDY# 82234)**

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

**To operate a Group Home(s)**

This certificate is effective From March 18, 2019 To March 17, 2021

Temporary certificate expiration date To \_\_\_\_\_

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



## Probation Extension

**Employee:** Diane Lockard, APS Investigator

**Department:** Job and Family Services, Human Services Division

**Original Probation End Date:** September 23, 2020

**New Probation End Date:** November 23, 2020

**Reason for Change of Probation Date:** Employee was off work intermittently for medical reasons from May 26, 2020 to July 6, 2020 and was off on Extended Illness Leave beginning on July 7, 2020 to July 31, 2020. Employee returned to full duty on August 3, 2020.

The employee was off work for 39 workdays for Extended Illness Leave and 20 workdays for intermittent leave for a total of 59 workdays. The employee's probation period has been extended to November 23, 2020.

By signing this document the employee acknowledges that while on an extended probation period I may be separated, without appeal to the Ohio State Personnel Board of Review, at any time during my probationary period when, in the judgement of the Director, my fitness and/or quality of work are not such as to merit the continuation in the position.

Employee Signature & Date

Director Signature & Date

9/9/2020

9/9/2020

SEP 9 '20 RCV

RECEIVED OMB0004

# Resolution

Number 20-1290

Adopted Date September 15, 2020

AUTHORIZE THE BOARD TO ENTER INTO AN AGREEMENT WITH EMERGE IT SOLUTIONS, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Emerge It Solutions will provide a block of support hours to assist with public safety infrastructure; and


NOW THEREFORE BE IT RESOLVED, to authorize the Board to enter into an agreement with Emerge IT Solutions, Inc. on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Emerge IT Solutions, Inc.  
Telecom (file)



## **Block of Hours-40**

Prepared  
for:

Warren County Telecommunications

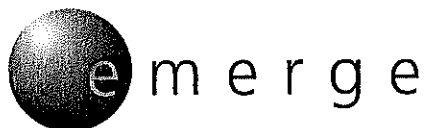
**Monday, August 24, 2020**

Quote # 030099  
Opportunity # 30345

Emerge IT Solutions  
1895 Airport Exchange Blvd, Ste 170  
Erlanger, KY 41018

**CONFIDENTIALITY NOTICE:** This document contains information which may be confidential and/or legally privileged. The information contained therein is intended only for the individual or entity named on this document. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this document is strictly prohibited and that the documents should be returned to Emerge immediately. The unauthorized disclosure, use or publication of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability.





Qty	Advanced Services	Price	Ext. Price
40	Block of Hours	\$167.50	\$6,700.00

**Part Number: AS-BLOCK**  
**Block Agreement Pricing: \$6,700.00**

**Agreement Summary:**

Warren County Telecommunications has engaged Emerge IT Solutions to provide a Block of Hours for Emerge Professional Services, to be utilized at the Client's discretion until the block has been depleted.

**Pricing Summary:**

- Estimated Service hours are Qty-40 at the standard rate of \$167.50 per hour.
- The Qty-40 Hours of service time associated to this block is an estimation. As service dollars are pulled from the \$6,700.00, the rates may be different based on Business Hours or After Hours support. The actual number of hours available within the block are contingent upon the time service is performed.
  - Normal Business Hours of 8:00AM-5:00PM EST will be pulled from the block at standard rate.
  - Afterhours (Defined as after 5:00pm on weekdays, or Saturdays) will be pulled from the block at 1.5\* hourly rate. Afterhours time is billed in One (1) Hours minimum, and Thirty (30) minute intervals after the initial hour.
  - Sunday/Holidays (Holidays Defined by National Holiday, or Office Closure in recognition of a Holiday) will be pulled from the block at 2\* hourly rate. Sundays/Holidays time is billed in Two (2) Hours minimum, and in Thirty (30) minute intervals after the initial 2 hours.
- **This Professional Services Block requires pre-payment to be made by the Client to Emerge prior to the Block Agreement's creation or utilization.**
- Emerge Service Blocks will expire after Two (2) Years from the date of creation. After six (6) consecutive months of inactivity, Emerge will deduct 2% from the block each month until the block is either depleted, or reaches the 2 years expiration date. Any remaining funds at the end of the 2 years expiration date will be absorbed by Emerge.
- Engineer billing begins at the start of travel and/or the start of service for the requested services, and ends upon completion of work, or upon exit of the Client location.
- **Unscheduled, High Priority, Quick Response Support requests will be considered Out of Scope and will require services to be billed at 1.5\* the Client's Out of Scope rate for scheduling. Scheduling is Best Effort per engineer availability, and the potential re-prioritization of current workload.**

<b>Subtotal</b>	<b>\$6,700.00</b>
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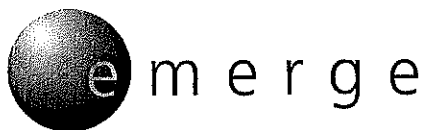
**Roles, Responsibilities and Assumptions**

**Roles and Responsibilities:**

Cincinnati | Dayton | Louisville

IT Infrastructure | Cloud Computing | Managed Services

Emerge IT Solutions, LLC | 1895 Airport Exchange Blvd Suite 170 | Erlanger, KY | O (859) 746-1030 | F



- Emerge holds the responsibility to provide professional services for the requested changes based on Best Practice standards, and Client requirements.
- Emerge holds the responsibility to provide Design, Planning, & Implementation services for the requested changes based on Best Practice standards, and Client requirements.
- Client holds the responsibility of providing a single point of contact for the communication of project issues, concerns, and questions.
- If applicable, Client is responsible for the scheduling and employee communication regarding any needed Maintenance Windows, Outages, Training, or any other Client facing communications pertaining to this service.
- If applicable, unless currently managed under an Emerge Managed Service Agreement, Client is responsible for ensuring Backup and Disaster Recovery Procedures are updated and verified prior to work beginning.
- If applicable, Client is responsible for ensuring that Onsite and Remote Access will be available to the end Clients environment for this support. The Physical Safety of the Service engineer, and Cooperation of employees and managers at the location to allow work to progress as described is also the responsibility of Client.
- If applicable, Client stakeholders hold the responsibility to be in attendance and responsive as needed for the project to proceed as planned through the duration of this engagement. Extended delays caused by Client unavailability, lack of response, or lack of site readiness will be considered Out of Scope of the engagement.
- If applicable, Client is responsible for providing a Testing Plan for Post Service Testing. A testing plan should be created and validated prior to service start. This plan should encompass all functionality needed for business operation.
- If applicable, Client is responsible for providing an operation knowledgeable resource to be available for post cutover testing during the maintenance windows established in the planning portion of this engagement. This resource should understand the needed functionality of the network and its applications for imperative business functionality and detailed testing.
- If applicable, Client holds the responsibility for adequate rack space, power, power distribution, appropriate cooling, patch and structured cabling within the environment for services to proceed as expected.

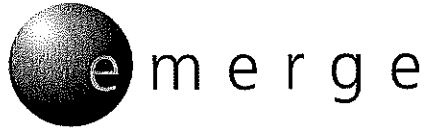
#### **Assumptions:**

- A Project Manager is not included in the presented pricing. Emerge services will be coordinated by the Emerge Advanced Services team. Escalation should also be directed to the Emerge Advanced Services coordination team. Emerge engineering will handle Project Management otherwise, for the duration of this project.
- Once Client has accepted the final design, all requested changes will be processed through the change management process prior to any changes of the design being made. This could result in Out of Scope Services of the presented pricing.
- Loss of prescheduled work time caused by construction, outside vendors, or the Client will be billed T&M Directly to the Client as Out of Scope, and will be billed separately.
- This Quote/Scope of Work is hereby authorized as the governing document detailing the services to be performed by Emerge IT Solutions, Inc. for the Client, and is accepted as such by the Client. Any work not detailed in the above documentation is subject to authorization by Emerge and Client through written confirmation.

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## Contacting Emerge

### Service Desk Phone:

- Contact Emerge @ 859-746-1030
  - **BUSINESS HOURS (8am-5pm EST)** - For IT Service hit *Option3, then Option1*. Caller is routed to the Help Desk.
  - **AFTERHOURS SUPPORT (5pm-8am EST)** - For IT Service hit *Options3, Option1, then Option2*, to speak to a Dispatch Manager. After Hours rates Could apply based on your Service Contract.
- A service ticket is created, and an Engineer is assigned. The Service Engineer will then contact the Client for troubleshooting, or to schedule an ETA to come onsite for service, if needed.
- For any needed updates, questions, or concerns during business hours, our Clients can contact the Emerge Service Desk through the above steps. A Service Desk Representative will be happy to research and provide an update for you.

### Help Desk Email - Not for Afterhours/Emergency Support:

- For service requests that do not require an immediate response, an email can be sent to [HELPDESK@EMERGEITS.COM](mailto:HELPDESK@EMERGEITS.COM).
- Provide your Name, Contact Number, the Company you are with, and the Issue you are having. A service request is generated from this email, and will be dispatched to a Service Engineer. The engineer will contact the Client to begin resolving the issue.

### Escalations:

- Should the Client have any questions, comments, concerns, or support escalation needs, please reach out to the Emerge Project Services Coordination team for immediate assistance.
- Chris Schmidt: Services Coordination Lead @ 859-746-1030 Ext: 3117
- Scott Coleman: Lead Project Manager @ 859-746-1030 Ext: 3140

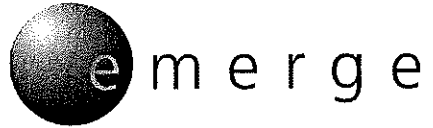
**Please Note:** If this is a Priority 1 Situation, calling the Help Desk @ 859-746-1030 will result in the Quickest Response.

All other terms and conditions can be found in the attached MASTER TERMS AND CONDITIONS document.

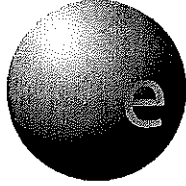
Cincinnati | Dayton | Louisville

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Emerge IT Solutions, LLC | 1895 Airport Exchange Blvd Suite 170 | Erlanger, KY | O (859) 746-1030 | F



# Block of Hours-40



Prepared by:  
**Emerge IT Solutions, LLC**  
 Taylor Adams  
 859.538.3126  
 tadams@emergeits.com

Prepared for:  
**Warren County Telecommunications**  
 500 Justice  
 Lebanon, OH 45036  
 Gary Estes  
 (513) 695-1810  
 Gary.Estes@wcoh.net

Quote Information:  
**Quote #: 030099**  
 Version: 1  
 Delivery Date: 08/24/2020  
 Expiration Date: 09/23/2020

Quote Summary		Amount
Advanced Services		\$6,700.00
<b>Total:</b>		<b>\$6,700.00</b>

Payment Options	Payments	Interval	Amount
One Time Charge with Tax			
1% 10, Net30	1	One-Time	\$6,700.00

All Invoices Outstanding Beyond 30 Days Will Be Charged A Finance Charge of 1% Each Month Past Due  
 Returned Items Subject to Restocking Fee



Shipping charges and applicable taxes will be applied to final invoice.

Returns must be initiated within 30days of product delivery. To be eligible for a return, items must be unused and in the original packaging. Customer will be responsible or billed for return shipping.

Warren County Board of Commissioners  
 on behalf of Telecommunications Department

Signature:   
 Name: David Young  
 Title: President  
 Date: 9.15.20

**APPROVED AS TO FORM**

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

Cincinnati | Dayton | Louisville

IT Infrastructure | Cloud Computing | Managed Services

Emerge IT Solutions, LLC | 1895 Airport Exchange Blvd Suite 170 | Erlanger, KY | O (859) 746-1030 | F

**EMERGE**  
**MASTER TERMS AND CONDITIONS**

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This Master Terms and Conditions Agreement ("MTCA") is entered into between Emerge IT Solutions, LLC and its affiliates (collectively, "Emerge") and Client, as defined herein. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions**

(a) Agreement. "Agreement" means this MTCA, any and all Service Order Forms entered into by the parties from time to time, which are made a part hereof, and any addendums, schedules, exhibits and/or appendices attached thereto or hereto.

(b) Client. "Client" means the client identified on the applicable Service Order Form.

(c) Client Equipment. "Client Equipment" means all Equipment other than Emerge Equipment.

(d) Confidential Information. See Section 3.

(e) Equipment. "Equipment" means all hardware, software, equipment, tools, or other tangible personal property.

(f) Emerge Equipment. "Emerge Equipment" means all Equipment supplied or used by Emerge in connection with performance of the Services.

(g) Service Order Form. "Service Order Form" means a separately executed document that describes Services to be purchased by Client, including any fees, charges, and additional terms that may apply.

(h) Services. "Services" means those services that Emerge provides to Client pursuant to, and as more fully described in, one or more Service Order Forms entered into and made a part hereof.

**2. Fees and Payments**

(a) Fees. For the Services, Client shall pay the fees set forth on the Service Order Form. Except as set forth on the Service Order Form, regardless of whether Client has commenced use of the Services, (i) Client's payment obligations for the Services shall commence on the date on which the applicable Service is first provisioned by Emerge and made available for use by Client, or (ii) at such time as Emerge begins agreed upon work to prepare for such provisioning. Except as otherwise provided on the Service Order Form, on each anniversary of the aforementioned date, the fees will increase by 10%. Notwithstanding the foregoing, to the extent software license providers increase Emerge's costs, Emerge has the right to increase the fees charged to Client hereunder in direct proportion to the cost increase, effective as of the next calendar month following the cost increase. Emerge shall provide notification to Client prior to any price increase associated with software licenses.

(b) Taxes. All fees and charges hereunder shall be exclusive of, and Client shall be solely responsible for, any applicable taxes or levies, whether now in force or enacted in the future, applicable to the delivery of the Services hereunder, except for taxes attributable to the net income of Emerge.

(c) Payment Terms. All recurring charges shall be due and payable in advance no later than the first business day of the month. All non-recurring charges shall be due as provided on the associated Service Order Form. Unless waived in writing by Emerge, late payments will accrue interest at the lower of 1.5% per month or the highest rate permitted by law. If Client is late with more than one payment, Emerge may, upon written notice to Client, require a security deposit or other reasonable assurances to secure Client's payment obligations hereunder. All costs associated with collecting delinquent payments, including reasonable attorney's fees, shall be added to the unpaid balance and paid by Client.

**3. Confidentiality**

(a) Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing party that (i) derives independent economic value, actual or potential, from not being

generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (ii) that the disclosing party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information of Emerge includes, without limitation, the pricing and terms of the Agreement. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information. This Section 3 is intended to cover Confidential Information received by either party both prior and subsequent to the date hereof.

(b) Exceptions. Notwithstanding the above, the term "Confidential Information" shall not include any information that is:

(i) available from public sources or in the public domain, through no fault of the receiving party; or

(ii) received at any time from any third party who, to the best of the receiving party's knowledge, has no non-disclosure obligation to the disclosing party; or

(iii) readily discernible from publicly-available products or literature; or

(iv) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

(c) Compelled Disclosures. The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

(d) Survival. Notwithstanding anything else to the contrary in the Agreement, all obligations under this Section 3 shall survive for two (2) years from any termination or expiration of this MTCA.

**4. Limitations, Disclaimers, and Indemnification**

(a) Equipment. If Client purchases any Equipment from Emerge, the Equipment is provided to Client "as is, where is." If the manufacturer provides a warranty on the Equipment, Client shall be considered the record owner of the Equipment for purposes of such warranty, to the extent such warranty follows the Equipment. Client's only recourse for any issue with the Equipment lies with the manufacturer.

(b) Service Warranty. Unless otherwise provided in a Service Order Form, the Services are provided on an AS-IS basis.

(c) Disclaimer. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES AND ANY EMERGE EQUIPMENT OR FACILITIES IS AT ITS OWN RISK. EMERGE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS EXPRESSLY DESCRIBED ELSEWHERE IN THE AGREEMENT, CLIENT

ASSUMES ALL RISK OF LOSS OR DAMAGE ASSOCIATED WITH THE SERVICES, INCLUDING ANY LOSS OR DAMAGE TO DATA STORED AT OR TRANSFERRED THROUGH ANY EMERGE FACILITY OR EMERGE EQUIPMENT. The Services do not constitute a bailment.

(d) Consequential Damages Waiver. In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or Equipment, arising from or relating to the Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

(e) Limitation of Liability. Except for the willful misconduct or gross negligence of Emerge, Emerge will not be liable for unauthorized access to Client's Equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Emerge's liability for damages to Client for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Client to Emerge in respect of the Services giving rise to the claim in the one (1) year prior thereto.

#### 5. Term and Termination

(a) Term. Unless otherwise provided in the Service Order Form, the term of this MTCA will commence on the date the last of the parties hereto signs this MTCA and shall terminate upon the last to occur of (i) the one year anniversary of the commencement date of this MTCA, or (ii) the expiration or termination of the last outstanding Service Order Form under the Agreement. A termination of the MTCA shall be deemed a termination of the Agreement. The term of each Service Order Form shall commence on the effective date set forth on the Service Order Form and continue for the initial term set forth on the Service Order Form (the "Initial Term"), except that, if the Initial Term would ordinarily expire other than on the last day of a calendar month, the Initial Term shall extend through the end of that calendar month. Thereafter, each Service Order Form shall automatically renew for successive additional terms of one (1) year (each a "Renewal Term"), unless either party provides at least sixty (60) days prior written notice to the other party of its intent to terminate the applicable Service Order Form as of the end of the then current term.

#### (b) Termination; Suspension.

(i) Either party may terminate a Service Order Form if the other party materially breaches any term or condition of the Service Order Form and fails to cure such breach, if capable of cure, within thirty (30) days after receipt of written notice of the same. If Emerge terminates a Service Order Form on account of a breach by Client, as provided in the applicable Service Order Form, Client shall pay a termination fee equal to the minimum monthly charges under the Service Order Form multiplied by the number of months remaining in the then current term of the Service Order Form. At Emerge's discretion, Emerge may elect to suspend service under a Service Order Form on account of a breach by Client. Such suspension may be lifted at such time and upon such terms as may be determined by Emerge.

(ii) Upon the expiration or termination or suspension of a Service Order Form, (a) Emerge will immediately cease providing the Services under the Service Order Form, and (b) any and all payment obligations of Client under the Service Order Form will become due and payable in full immediately. Client agrees and acknowledges that such cessation of the Services may result in immediate and irreparable harm to Client's business or operations, and Client accepts the same.

#### 6. Miscellaneous

(a) Usage of Emerge Equipment and Servers. With respect to Emerge's equipment and servers, Client (including its employees, agents, contractors, or customers) shall at all times abide by Emerge's Acceptable Use Policy, as it shall be amended from time to time by Emerge in its sole discretion. The Acceptable Use Policy is currently posted on Emerge's website.

(b) Client Data. Upon expiration of this Agreement or termination of this Agreement for any reason, Emerge shall (a) deliver to Client, at Client's cost, billed at normal hourly services rate of Emerge, a copy of client information to Client in a flat file format, and (b) completely destroy or erase all other copies of the Client information in Emerge's or its agents' or subcontractors' possession in any form, including but not limited to electronic, hard copy, or other memory device.

(c) Storage of HIPAA Regulated Information. No "personal health information" (as defined in 45 CFR Section 160.103) or any other information regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) administrative simplification regulations, 45 CFR Parts 160, 162 and 164, shall be stored in any Emerge facility, on Emerge computer equipment or electronic media, or transmitted to or from an Emerge facility without first entering into a Business Associate Agreement with Emerge with mutually acceptable terms. Client shall ensure that any and all information regulated by HIPAA is used and disclosed only as permitted under HIPAA.

(d) Third Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, Emerge and Client, and the Agreement will not be deemed to create any rights in third parties.

(e) Force Majeure. Emerge shall be excused from any delay or failure to perform hereunder caused by reason of any occurrence or contingency beyond its reasonable control.

(f) Governing Law; Dispute Resolution. The Agreement shall be governed by the substantive laws of the United States of America, State of Ohio, without regard to its or any other jurisdiction's laws governing conflicts of law.

(g) Non-Solicitation. During the term of the Agreement and for two (2) years after any termination of the Agreement, Client will not directly or indirectly solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee or consultant of Emerge to terminate their relationship with Emerge. If Client wants to hire an Emerge employee, Client shall provide (10) days advance notice and pay a recruitment and training fee of \$75,000 for each successful hire.

(h) Assignment or Transfer. The Agreement may not be assigned by either party in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Emerge may assign the Agreement to an affiliate or division so long as Emerge exercises management control over or owns a controlling interest in or is under common control with such affiliate or division. In addition, both Emerge and Client have the unrestricted right to assign its rights and obligations under the Agreement to any individual, corporation or other business entity which acquires all or substantially all of its shares or assets, and upon such assignment, the assigning party shall be



released of all its obligations under the Agreement arising from and after the date of such assignment.

(i) Independent Relationship. Neither party shall have the authority to enter into any contract on behalf of the other party without that party's express written consent. Neither party shall make any representation or incur any obligation in the name of or on behalf of the other party. Nothing in the Agreement shall be construed as or constitute an appointment of either party as the agent for the other.

(j) Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if mailed, certified mail, return receipt requested, with postage prepaid, to the addresses listed on the Service Order Form or to such other address as either party may notify the other in writing.

(k) Waiver. No waiver of any breach of the Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision. A failure or delay of either party to enforce at any time any of the provisions of the Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed as a waiver of such provision of the Agreement.

(l) Entire Agreement. The MTCA, together with all Service Order Forms and all schedules, addendums, exhibits and appendices attached to hereto and thereto, if any, constitutes the entire agreement of the parties with respect to the matters described herein, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties. In the event of a conflict between the terms and conditions set forth in this MTCA and any other part of the Agreement, the provisions of this MTCA shall control, except only to the extent that the parties expressly provide otherwise in writing by reference to their intent to override this paragraph.

(m) Amendment. The Agreement may be amended only by a written agreement signed by both parties.

(n) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 4, and 6, in addition to any other provision that, by its terms, is intended to survive the expiration or termination of the Agreement, shall survive the expiration or termination of the Agreement.

AFFIDAVIT OF NON COLLUSION

STATE OF KENTUCKY  
COUNTY OF BOONE

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

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

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

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

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

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

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

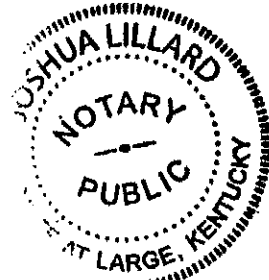
April Sterling  
AFFIANT

Subscribed and sworn to before me this 2 day of September 2020

Josh Lillard  
(Notary Public),

Boone County.

My commission expires 6/15/ 2021



Commission # 558215

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

# Resolution

Number 20-1291

Adopted Date September 15, 2020

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/8/20/20 and 9/10/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 20-1292

Adopted Date September 15, 2020

ACCEPT THE DEDICATION OF RED LION-FIVE POINTS ROAD RIGHT-OF-WAY PROVIDED IN THE GITZINGER PLAT, SECTION 2 AND ASSIGN FOR CONTINUED PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, Red Lion-Five Points Road was established in 1804 and has long been maintained by Clearcreek Township; and

WHEREAS, the existing public right-of-way for Red Lion-Five Points Road is generally in the form of a highway easement along the length of the road; and

WHEREAS, a property owner with frontage along Red Lion-Five Points Road desires that the Board of Commissioners formally accept for maintenance the portion of the Red Lion-Five Points Road right-of-way across his frontage and also the adjacent lot, said right-of-way shown as dedicated in Plat Book 86, Page 52 recorded in 2012. The owner of said adjacent lot and the right-of-way area that is hereby dedicated and accepted for public use did execute the right-of-way dedication language as provided and recorded on the same Plat Book 86, Page 52; and

NOW THEREFORE BE IT RESOLVED, that 0.3864 acres of public right-of-way for Red Lion-Five Points Road is hereby accepted and assigned to Clearcreek Township for the Township's continued maintenance, and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Map Room (Certified copy)  
Township Trustees  
Engineer (file)  
Developer

# Record Plan GITZINGER PLAT, SECTION 2

being  
Section 2, Town 2, Range 5 M.R.s.  
Clearcreek Township, Warren County, Ohio  
All of a 10.6389 acre O.R. 4023, Page 502  
0.1241 acres of 10.619 acre O.R. 4070, Page 232  
Lot=10.3766 / R/W=0.3864 Acres  
TOTAL=10.7630 Acres  
APRIL 2012

Prepared by  
**McDougall - Marsh**  
Land Surveyors  
2323 Myers Lane, Xenia, Ohio 45385  
Tel: 937-437-0888 • Fax: 937-437-2870  
www.mcdougall-marsh.com

WARREN COUNTY COMMISSIONERS  
WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO  
DO HEREBY APPROVE THIS PLAT ON THIS 4<sup>th</sup> DAY OF May 2012

COMMISSIONERS  
*[Signatures]*

**APPROVALS AND RECORDING**  
WARREN COUNTY REGIONAL PLANNING COMMISSION  
THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 4<sup>th</sup> DAY OF May 2012.  
*[Signature]*  
EXECUTIVE DIRECTOR

CLEARCREEK TOWNSHIP ZONING INSPECTOR  
I HEREBY APPROVE THIS PLAT ON THIS 4<sup>th</sup> DAY OF May 2012.  
*[Signature]*  
CLEARCREEK TOWNSHIP ZONING INSPECTOR

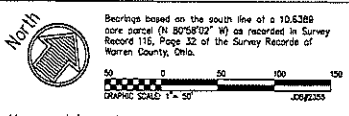
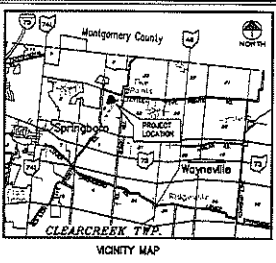
WARREN COUNTY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 4<sup>th</sup> DAY OF May 2012.  
*[Signature]*  
WARREN COUNTY ENGINEER

WARREN COUNTY SANITARY ENGINEER  
I HEREBY APPROVE THIS PLAT ON THIS 4<sup>th</sup> DAY OF May 2012.  
*[Signature]*  
WARREN COUNTY SANITARY ENGINEER

WARREN COUNTY HEALTH DISTRICT  
I HEREBY APPROVE THIS PLAT ON THIS 4<sup>th</sup> DAY OF May 2012.  
*[Signature]*  
WARREN COUNTY HEALTH COMMISSIONER

COUNTY AUDITOR  
TRANSFERRED ON THIS 6<sup>th</sup> DAY OF May 2012  
*[Signature]*  
COUNTY AUDITOR

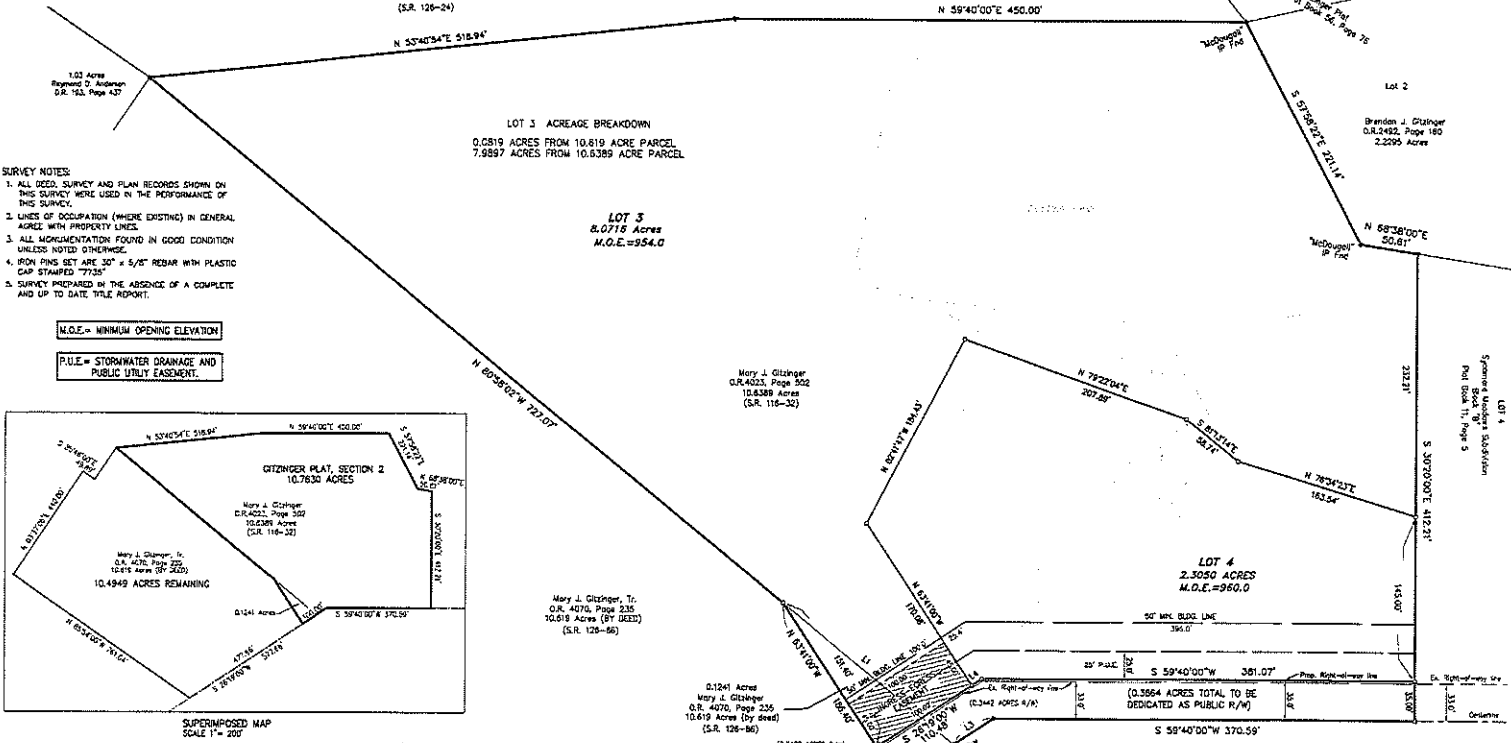
COUNTY RECORDER  
FILE NO. 206284  
RECORDED ON THIS 20<sup>th</sup> DAY OF May 2012 AT 11:55:54  
RECORDED ON THIS 20<sup>th</sup> DAY OF May 2012 AT 11:55:54  
RECORDED IN PLAT BOOK NO. 28 PAGE 222  
FEE \$26.40  
*[Signature]*  
DEPUTY  
*[Signature]*  
WARREN COUNTY RECORDER



**Monument Legend**  
 ○ Indicates 5/8" iron pin found (unless otherwise noted)  
 ● Indicates 5/8" iron pin set  
 ▲ Indicates Iron Pipe found  
 △ Indicates MAG nail found (unless otherwise noted)  
 ◆ Indicates MAG nail set  
 ● Indicates Railroad Spike found

**REFERENCES:**  
 DEED: MARY J. GITZINGER - O.R. 4023, PG. 502  
 SURVEY: WARREN COUNTY SURVEY RECORD 116, PLAT NO. 32  
 SURVEY RECORD 126, PAGE 86  
 TAX MAP: CLEARCREEK TOWNSHIP 4-2C, 4-2D

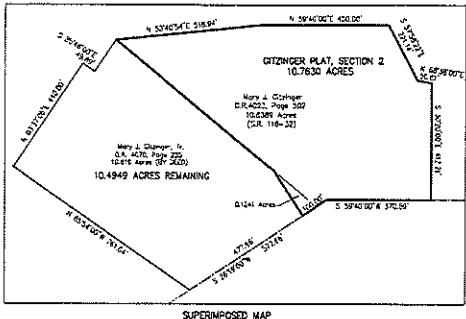
SUBDIVIDER:  
 MARY J. GITZINGER  
 1234 WOODCOCK CT.  
 CENTERVILLE, OHIO 45458



**SURVEY NOTES:**  
 1. ALL DEED, SURVEY AND PLAN RECORDS SHOWN ON THIS SURVEY WERE USED IN THE PERFORMANCE OF THIS SURVEY.  
 2. LINES OF OCCUPATION (WHERE EXISTING) IN GENERAL AGREE WITH PROPERTY LINES.  
 3. ALL MONUMENTATION FOUND IN GOOD CONDITION UNLESS NOTED OTHERWISE.  
 4. IRON PINS SET ARE 3" x 5/8" REBAR WITH PLASTIC CAP STAMPED 7735.  
 5. SURVEY PREPARED IN THE ABSENCE OF A COMPLETE AND UP TO DATE TITLE REPORT.

M.O.E. = MINIMUM OPENING ELEVATION

P.U.E. = STORMWATER DRAINAGE AND PUBLIC UTILITY EASEMENT.



**DESCRIPTION**  
 THE WHOLE PLAT IS A SUBDIVISION OF 10.7630 ACRES BEING ALL OF A 10.6389 ACRE (BY DEED) PARCEL, CONVEYED TO MARY J. GITZINGER BY O.R. 4023, PAGE 502, AND 0.1241 ACRES OF A 10.619 ACRE (BY DEED) PARCEL, CONVEYED TO MARY J. GITZINGER, WIFE OF O.R. 4070, PAGE 232 AS RECORDED IN THE PLAT AND DEED RECORDS OF WARREN COUNTY, OHIO.

**CERTIFICATION**  
 THE MEASUREMENTS ARE CERTIFIED CORRECT AND MONUMENTS SHALL BE SET AS SHOWN IN ACCORDANCE WITH MINIMUM STATE STANDARDS FOR BOUNDARY SURVEYS. CURVED DISTANCES ARE MEASURED ON THE ARC.

McDougall - Marsh Land Surveyors  
 by *[Signature]*  
 THOMAS K. MARSH, P.S. No. 7232

Old 04-02-251-014 10-6190 ac.  
 Old 04-02-201-027 10-6389 ac.  
 New 04-02-201-058 lot 5 (10.619 ACRES)  
 New 04-02-201-023 lot 4  
 New 04-02-600-001 0.3864 ac. a R/W  
 Rem 04-02-251-017 10-4949 ac.  
 5/8/2012  
 2

LINE DATA:

COURSE	BEARING	DISTANCE
1	S 59°40'00" W	450.00'
2	S 59°40'00" W	150.00'
3	S 59°40'00" W	42.00'
4	S 59°40'00" W	10.41'

LOT NO.	SIDELL NO.
1	
2	
3	
4	

**Five Points Road**  
 60' Right-of-way

**Red Lion**  
 (T.H. 126)

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

OWNER: 10.6389 ACRE PARCE  
 BY *[Signature]*  
 MARY J. GITZINGER

STATE OF OHIO, S.S.  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4<sup>th</sup> DAY OF May 2012 BY MARY J. GITZINGER AS OWNER(S).

*[Signature]*  
 NOTARY PUBLIC (NY COMMISSION EXPIRES: June 2<sup>nd</sup> 2012)

**DEDICATION:**  
 WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREET TO THE PUBLIC USE FOREVER.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF SEWERLINES AND FOR THE MAINTENANCE AND REPAIR OF STREETS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, CABLE TELEVISION OR OTHER UTILITY LINES OR SERVICES, STORMWATER DRAINAGE, AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT OR IMMEDIATELY ADJACENT THEREIN THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO: (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES; OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO VECTION, C.G.&E, AND S.B.C.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

OWNER: 10.619 ACRE PARCEL  
 BY *[Signature]*  
 MARY J. GITZINGER, TR. TRUSTEE

STATE OF OHIO, S.S.  
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 4<sup>th</sup> DAY OF May 2012 BY MARY J. GITZINGER AS OWNER(S).

*[Signature]*  
 NOTARY PUBLIC (NY COMMISSION EXPIRES: June 2<sup>nd</sup> 2012)

# Resolution

Number 20-1293

Adopted Date September 15, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND RELEASE FOR SORAYA FARMS, LLC, FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS LIFESTYLE COMMUNITY, SECTION 5 SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

## BOND RELEASE


Bond Number	:	18-010 (P/S)
Development	:	Soraya Farms Lifestyle Community, Section 5
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$41,728.05
Surety Company	:	Unity National Bank (LOC 1224210404127)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Soraya Farms, LLC, Attn: Adam Sweeney, 8534 Yankee Street, Dayton, OH 45458  
Unity National Bank, Attn: Commercial Loans, 212 N. Main St., PO Box 913, Piqua, OH 45356  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-1294

Adopted Date September 15, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH TURNING LEAF, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN TURNING LEAF, SECTION 7B SITUATED IN HAMILTON TOWNSHIP

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

## AGREEMENT

Bond Number	:	20-019 (W/S)
Development	:	Turning Leaf, Section 7B
Developer	:	Turning Leaf, LLC
Township	:	Hamilton
Amount	:	\$23,359.85
Surety Company	:	Atlantic Specialty Insurance Company (800075511)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Turning Leaf, LLC, 11025 Reed Hartman Highway, Suite B-1, Cincinnati, OH 45242  
Atlantic Specialty Insurance Co., 605 Highway 169 North, Suite 800, Plymouth, MN 55441  
Water/Sewer (file)  
Bond Agreement file



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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

#800075511 20-019 (w/s)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Turning Leaf Subdivision, Section/Phase 7B (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$233,598.50, and that the Improvements that have yet to be completed and approved may be constructed in the sum of N/A; and,

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

**NOW, THEREFORE**, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within  2  years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of  \$23,359.85  to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Turning Leaf, LLC  
11025 Reed Hartman Highway  
Suite B-1  
Cincinnati, OH 45242  
Ph. ( 513 ) 891 - 7100

D. To the Surety:

Atlantic Specialty Insurance Company

605 Highway 169 North

Suite 800

Plymouth, MN 55441

Ph. ( 614 ) 392 - 0221

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

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

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

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

       **Original Escrow Letter** (attached)

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

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

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


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

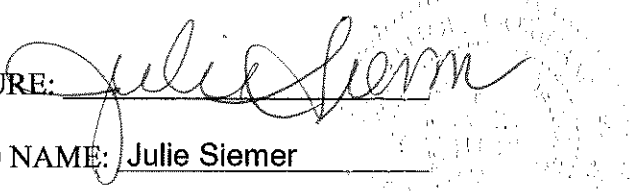
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners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

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

**DEVELOPER:** Turning Leaf, LLC  
*by Robert C. Rhein Interests, Inc.*  
*Managing Member*  
 Pursuant to a resolution authorizing the undersigned to execute this agreement.

**SURETY:** Atlantic Specialty Insurance Company  
 Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Robert C. Rhein

PRINTED NAME: Julie Siemer

TITLE: President

TITLE: Attorney-in-Fact

DATE: 9/03/2020


DATE: 9/2/2020



**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1294, dated 9.15.20.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

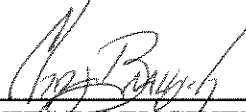
SIGNATURE: 

PRINTED NAME: David Young


TITLE: President

DATE: 9/15/20

RECOMMENDED BY:

By:   
**SANITARY ENGINEER**

APPROVED AS TO FORM:

By:   
**COUNTY PROSECUTOR**

Key:

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





# Power of Attorney

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

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

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

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

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

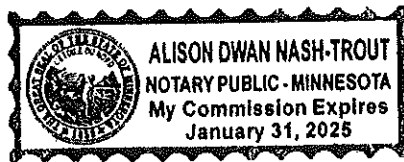
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

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

Signed and sealed. Dated 2nd day of September, 2020.



This Power of Attorney expires  
January 31, 2025

*Kara Barrow*  
Kara Barrow, Secretary

# Resolution

Number 20-1295

Adopted Date September 15, 2020

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH TURNING LEAF, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN TURNING LEAF, SECTION 7B SITUATED IN HAMILTON TOWNSHIP

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

## SECURITY AGREEMENT

Bond Number	:	20-018 (P/S)
Development	:	Turning Leaf, Section 7B
Developer	:	Turning Leaf, LLC
Township	:	Hamilton
Amount	:	\$87,523.81
Surety Company	:	Atlantic Specialty Insurance Company (800075512)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer  
Surety Company  
Bond Agreement file  
Engineer (file)

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

**STREETS AND APPURTENANCES**  
*(including Sidewalks)*

Security Agreement No.

#800075512 20-018(P/S)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Turning Leaf Subdivision, Section/Phase 7B (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$437,619.05, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$50,659.45; and,

**WHEREAS**, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

**NOW, THEREFORE**, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$87,523.81 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$87,523.81 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

Warren County Engineer  
105 Markey Road  
Lebanon, OH 45036  
Ph. (513) 695-3336

C. To the Developer:

Turning Leaf, LLC  
11025 Reed Hartman Highway  
Suite B-1  
Cincinnati, OH 45242  
Ph. ( 513 ) 891 - 7100

D. To the Surety:

Atlantic Specialty Insurance Company

605 Highway 169 North

Suite 800

Plymouth, MN 55441

Ph. ( 614 ) 392 - 0221

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

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

       **Certified check or cashier's check** (attached) (**CHECK #** \_\_\_\_\_)

       **Original Letter of Credit** (attached) (**LETTER OF CREDIT #** \_\_\_\_\_)

       **Original Escrow Letter** (attached)

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

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

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

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

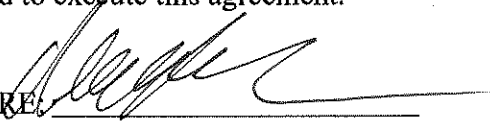


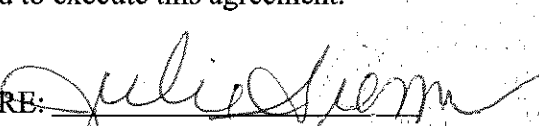
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners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

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

**DEVELOPER:** Turning Leaf, LLC  
*by Robert C. Rhein Interests, Inc.*  
*Managing Member*  
 Pursuant to a resolution authorizing the undersigned to execute this agreement.

**SURETY:** Atlantic Specialty Insurance Company  
 Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Robert C. Rhein

PRINTED NAME: Julie Siemer

TITLE: President

TITLE: Attorney-in-Fact


DATE: 9/03/2020

DATE: 9/2/2020

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1295, dated 9-15-20.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: David Young

TITLE: President

DATE: 9-15-20

RECOMMENDED BY:

By:   
COUNTY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

## Power of Attorney

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

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY

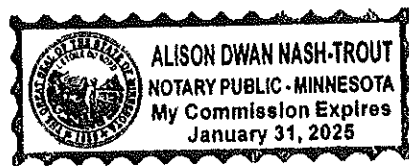


By



Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

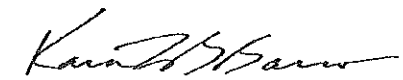



Notary Public

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

Signed and sealed. Dated 2nd day of September, 2020.

This Power of Attorney expires  
January 31, 2025

Kara Barrow, Secretary

# Resolution

Number 20-1296

Adopted Date September 15, 2020

## APPROVE VARIOUS RECORD PLATS

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

- Turning Leaf Section 7B – Hamilton Township

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 20-1297.

Adopted Date September 15, 2020

APPROVE OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the third quarter of their 2020 local share to their Fund #2263; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:


\$72,000.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
CSEA (file)  
OMB

# Resolution

Number 20-1298

Adopted Date September 15, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS FUND  
#11011300

WHEREAS, it is necessary to have appropriations in place to make purchases related to running the General Election; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriations:


\$44,240.38	into	#11011300-5102	(Regular Salaries)
\$60,000.00	into	#11011300-5210	(Material & Supplies)
\$10,000.00	into	#11011300-5317	(Non-Capital Purchases)
\$10,000.00	into	#11011300-5400	(Purchased Service)
\$ 5,000.00	into	#11011300-5151	(Poll Workers)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/bs

cc: Auditor   
Supplemental App. file  
Board of Elections (file)

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

# Resolution

Number 20-1299

Adopted Date September 15, 2020

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriation into Warren County Sheriff's Office Fund #2295:

\$1,000.00 into 22952200-5317 (Non-Capital Purchases)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Sheriff (file)



BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 20-1300

Adopted Date September 15, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND 11011150

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 7620.95	from #11011150-5830	(Workers Comp)
	into #11011150-5321	(Data Bd. Apr. Cap. BOCC)
\$11,328.63	from #11011150-5840	(Unemployment)
	into #11011150-5321	(Data Bd. Apr. Cap. BOCC)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

MRB/

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)

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

# Resolution

Number 20-1301

Adopted Date September 15, 2020

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND  
11012210

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Fund #1101:

\$8,000.00      from    11012210-5410      (Contracts BOCC Approved)  
                         into    11012210-5855      (Clothing/Personal Equipment)

\$5,000.00      from    11012210-5410      (Contracts BOCC Approved)  
                         into    11012210-5210      (Materials & Supplies)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Sheriff's Office (file)

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

# Resolution

Number 20-1302

Adopted Date September 15, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810 INTO #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

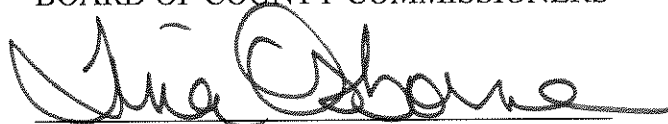
\$3500.00	from	#11012810-5430	(Utilities)
	Into	#11012812-5114	(Overtime Pay)

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor              
Appropriation Adj. file  
Telecom (file)

# Resolution

Number 20-1303

Adopted Date September 15, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file

# REQUISITIONS

Department	Vendor Name	Description	Amount
BOE	SCHNEIDER ELECTRIC BUILDINGS	WAREHOUSE INTRUSION DETECTION	\$ 11,154.00

9/15/2020 APPROVED:



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Tiffany Zindel, County Administrator

# Resolution

Number 20-1304

Adopted Date September 15, 2020

CONTINUE PUBLIC HEARING FOR THE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM PLANNED UNIT DEVELOPMENT "PUD" TO PLANNED UNIT DEVELOPMENT "PUD"

BE IT RESOLVED, to continue the public hearing to consider the rezoning application of Creek Song LLC to rezone 70.39 acres from Planned Unit Development "PUD" to Planned Unit Development "PUD"; said public hearing to be continued to October 13, 2020, at 9:15 a.m. in the Commissioners' Meeting Room; and

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 20- 1305

Adopted Date September 15, 2020

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER THE PUD PRELIMINARY SITE PLAN (STAGE 2) APPLICATION FOR CREEK SONG LLC IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to continue the administrative hearing to consider the PUD Preliminary Site Plan (Stage 2) application of Creek Song LLC in Turtlecreek Township; said administrative hearing to be continued to October 13, 2020, at 9:45 a.m. in the Commissioners' Meeting Room.

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

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

Resolution adopted this 15<sup>th</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees