

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

# Resolution

Number 21-0357

Adopted Date March 16, 2021

PROMOTE KAYLI STRICKLAND TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST III WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is the desire of the board to promote Kayli Strickland from Eligibility Referral Specialist II to Eligibility Referral Specialist III; and

NOW THEREFORE BE IT RESOLVED, to promote Kayli Strickland to Eligibility Referral Specialist III within the Warren County Department of Job and Family Services, Human Services Division, classified, full-time permanent, exempt status, Pay Grade #7, \$16.80 per hour, effective pay period beginning March 27, 2021 subject to 180 probationary period.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
K. Strickland's Personnel File  
OMB – Sue Spencer

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

# Resolution

Number 21-0358

Adopted Date March 16, 2021

AUTHORIZE THE POSTING OF THE "WATER AND SEWER UTILITY CLERK I" POSITION WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for the "Water and Sewer Utility Clerk I" position within the Water and Sewer Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water and Sewer Utility Clerk I" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 11, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)  
OMB – S. Spencer

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

# Resolution

Number 21-0359

Adopted Date March 16, 2021

AUTHORIZE THE POSTING OF THE "WASTEWATER TREATMENT PLANT TECHNICIAN, OPERATOR I OR OPERATOR II" WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists an opening for a "Wastewater Treatment Plant Technician, Operator I or Operator II" position within the Water and Sewer Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Wastewater Treatment Plant Technician, Operator I or Operator II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning March 12, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

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

# Resolution

Number 21-0360

Adopted Date March 16, 2021

AUTHORIZE THE POSTING OF THE "DEPUTY DIRECTOR" POSITION, WITHIN FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for a "Deputy Director" position within the Facilities Management Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Deputy Director" for the Facilities Management Department, 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 March 11, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: Facilities Management (file)  
Sue Spencer - OMB

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

# Resolution

Number 21-0361

Adopted Date March 16, 2021

RECOGNIZE THE TERMINATION OF DORIS STOKES KNIGHT, EXECUTIVE ASSISTANT, WITHIN THE WORKFORCE INVESTMENT BOARD BUTLER, CLERMONT, WARREN COUNTIES

WHEREAS, effective July 1, 2015 Warren County became the Fiscal Agent/Administrator and appointing authority for the Workforce Investment Board Butler, Clermont, Warren Counties; and

WHEREAS, the Director, Stacy Sheffield, notified OMB of the termination of Ms. Knight; and

NOW THEREFORE BE IT RESOLVED, to recognize the termination of Doris Stokes Knight, Executive Assistant, within the Workforce Investment Board Butler, Clermont, Warren Counties effective February 26, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Workforce Investment Board (file)  
D. Stokes Knight's Personnel file  
OMB – S. Spencer

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

# Resolution

Number 21-0362

Adopted Date March 16, 2021

APPROVE A TEMPORARY PAY INCREASE FOR LAURA LANDER, DEPUTY CLERK,  
WITHIN THE COMMISSIONERS' OFFICE

WHEREAS, it is this Board's desire to temporarily increase Ms. Lander's wage to \$21.71 per hour, due to a recent vacancy, the department will not be hiring a temporary employee, Ms. Lander will be taking on all duties, including the Bid Procurement Process, in the interim until a replacement is found and trained; and

NOW THEREFORE BE IT RESOLVED, to approve the temporary pay increase for Laura Lander, within the Commissioners' Office, \$21.71 hourly, effective pay period beginning March 27, 2021.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

HR:

cc: Commissioners' file  
L. Lander's Personnel file  
OMB – Sue Spencer

# Resolution

Number 21-0363

Adopted Date March 16, 2021

SET PUBLIC HEARING FOR THE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM "R1" SINGLE FAMILY RESIDENCE (2-ACRE DENSITY) TO "R1B" SINGLE FAMILY RESIDENCE (1-ACRE DENSITY) IN TURTLECREEK TOWNSHIP

WHEREAS, this Board is in receipt of the rezoning application (Case #2021-01) of Creek Song LLC to consider the rezoning of 70.39 acres located at 2260 N Route 48 in Turtlecreek Township (Parcel # 0932300010) from "R1" Single Family Residence (2-acres density) to "R1B" Single Family Residence (1-acre density); and

NOW THEREFORE BE IT RESOLVED, to set the public hearing to consider the rezoning application of Creek Song LLC to rezone 70.39 acres from "R1" Single Family Residence (2-acres density) to "R1B" Single Family Residence (1-acre density); said public hearing to be held April 6, 2021, at 9:05 a.m. in the Commissioners' Meeting Room; and

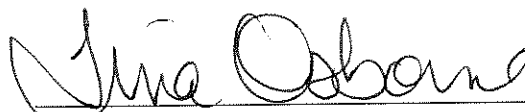
BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

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

# Resolution

Number 21-0364

Adopted Date March 16, 2021

**AUTHORIZE REQUEST FOR PROPOSALS FOR FOOD SERVICE OPERATIONS FOR  
THE WARREN COUNTY JAIL**

BE IT RESOLVED, to advertise for Request for Proposals for Food Service Operations for the Warren County Jail; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals for one (1) week in a newspaper of general circulation, beginning the week of March 21, 2021, and for two (2) consecutive weeks on the County webpage; Proposal deadline is April 13, 2021 @ 10:00 a.m.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

lkl/

cc: Sheriff (file)  
Bid file



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

# Resolution

Number 21-0365

Adopted Date March 16, 2021

**ENTER INTO CONTRACT WITH EAGLE BRIDGE CO. FOR THE EDWARDSVILLE ROAD  
BRIDGE #196-1.01 REHABILITATION PROJECT**

WHEREAS, pursuant to Resolution 21-0192, adopted February 9, 2021, this Board approved a Notice of Intent to Award Contract for the Edwardsville Road Bridge #196-1.01 Rehabilitation Project to Eagle Bridge Co., for a total bid price of \$522,279.89; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Eagle Bridge Co., 800 S. Vandemark Rd., Sidney, Ohio for said project, for a total contract price of \$522,279.89; as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

lkl/

cc: c/a—Eagle Bridge Co.  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 16 day of March, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and Eagle Bridge Construction, 800 S. Vandemark Road, Sidney, Ohio, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

### **EDWARDSVILLE ROAD BRIDGE #196-1.01 REHABILITATION PROJECT**

hereinafter called the project, for the sum of \$522,279.89, five hundred twenty two thousand, two hundred seventy nine dollars, and eighty nine cents, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project in 10 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

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

This CONTRACT shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

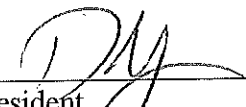
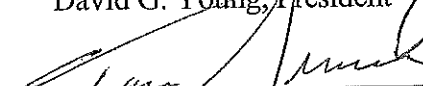
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

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

**WARREN COUNTY BOARD OF COMMISSIONERS**  
(Owner)

ATTEST:  
  
Name *Laura Handler*

  
\_\_\_\_\_  
David G. Young, President  
  
\_\_\_\_\_  
Tom Grossmann

(Seal)

\_\_\_\_\_  
Shannon Jones

ATTEST:

Julie A. Ludwig

Approved as to Form:

Kent W. Aul

Assistant Prosecutor

EAGLE BRIDGE CONSTRUCTION

By:

Thomas J. Stent VP

Name and Title

VICE PRESIDENT

# Resolution

Number 21-0366

Adopted Date March 16, 2021

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH JACOBS ENGINEERING GROUP, INC. TO ASSIST THE COUNTY ENGINEER WITH THE REVIEW OF A TRAFFIC IMPACT STUDY ASSOCIATED WITH A DEVELOPMENT PROPOSED TO BE LOCATED ALONG KINGS MILLS ROAD AND FOR DEVELOPING A PRELIMINARY ROADWAY IMPROVEMENT AND GRANT APPLICATION STRATEGY FOR THE KINGS MILLS ROAD AREA ROADWAY NETWORK

WHEREAS, the purpose of this contract is to procure professional traffic engineering, planning, and study review services to:

- 1) Assist the County Engineer with review of the proposed Mercy Health campus development along Kings Mills Road/Kings Island Drive/Columbia Road within the compressed timeframe required for the proposed Mercy Health development
- 2) Perform a preliminary analysis of the Kings Mills Road area as needed to develop the scope of a future, more comprehensive, analysis and grant funding strategy for future improvements along the SR 741 at I71/Kings Mills Road/Kings Island Drive/Columbia Road/King Avenue corridors

NOW THEREFORE BE IT RESOLVED, to enter into an engineering service contract, in the amount not to exceed \$20,000, with Jacobs Engineering Group, Inc., Two Easton Oval, Suite 500, Columbus, Ohio to assist the County Engineer with the review of a traffic impact study associated with a development proposed to be located along Kings Mills Road and for developing a preliminary roadway improvement and grant application strategy. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Jacobs Engineering Group, Inc.  
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR  
TRAFFIC ENGINEERING, PLANNING, AND STUDY REVIEW SERVICES**

***KINGS MILLS ROAD AREA DEVELOPMENT PLAN AND STUDY REVIEW and  
PRELIMINARY ROADWAY IMPROVEMENT STRATEGY DEVELOPMENT***

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Jacobs Engineering Group Inc, a Corporation organized, duly licensed and existing under the laws of the State of Delaware, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER through this PROJECT intends to: 1) review and evaluate a traffic impact study submitted for a medical campus development that will be located within the area bounded by Kings Mills Road, Wilson Avenue, Kings Island Drive and Columbia Road, 2) develop a preliminary roadway improvement and grant application strategy and scope of work for the comprehensive evaluation of the roadways fronting the planned medical campus other existing and future planned roadways located north, west and east of Kings Mills Road. In order to proceed with the PROJECT, Traffic Engineering, Planning, and Study Review Services must be completed, which are part of services to be provided by ENGINEER.

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

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

**SECTION 1 - BASIC SERVICES OF ENGINEER**

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

**SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

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

### **SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES**

COUNTY ENGINEER shall:

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

### **SECTION 4 - PERIOD OF SERVICE**

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

### **SECTION 5 - PAYMENTS TO ENGINEER**

#### **5.1 Methods of Payment for Services and Expenses of ENGINEER**

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
  - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **not to exceed fee of \$20,000.**
  - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in Exhibit 1, attached to and made a part of this Agreement, for a lump sum fee of \$ Not Applicable.

## **5.2 Times of Payments**

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements no later than thirty (30) days after receipt of such invoices.

## **5.3 Other Provisions Concerning Payments**

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

## **5.4 Definitions**

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination**

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

### **6.2 Reuse of Documents**

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



to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

### **6.3 Controlling Law and Venue**

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

### **6.4 Successors and Assigns**

6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

### **6.5 Modification or Amendment**

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

### **6.6 Construction**

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

### **6.7 Waiver**

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

### **6.8 Relationship of Parties**

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

## 6.9 Parties

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

## 6.10 Headings

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

## 6.11 Notices

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

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

Jacobs Engineering Group Inc.  
Attn: Douglas Stachler, Manager of Projects  
Jacobs Engineering Group Inc.  
Two Easton Oval, Suite 500  
Columbus, Ohio 45219  
Ph. 614-888-3100

## 6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

## **SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

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

Exhibit 1

## **SECTION 8 – ENTIRE AGREEMENT**

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

## **SECTION 9 – INDEMNIFICATION**

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

## **SECTION 10 – PROFESSIONAL STANDARDS**

ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in OWNER'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement ("Standard of care"). If after completion of the Services and for twelve (12) months thereafter, the OWNER can demonstrate that the Services hereunder fail to conform to the Standard of Care, ENGINEER will reperform the deficient Services at no cost to the OWNER, and ENGINEER shall have no liability for repair or replacement, construction rework or other costs. ENGINEER makes no warranty, expressed or implied.

## **SECTION 11 – LIMITATION OF LIABILITY**

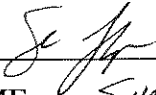
Excluding ENGINEER'S liability for bodily injury or damage to the property of third parties, the total aggregate liability of ENGINEER arising out of the performance or breach of this Agreement shall not exceed the compensation paid to ENGINEER under this Agreement. Notwithstanding any other provision of this Agreement, ENGINEER shall have no liability to the OWNER OR COUNTY ENGINEER for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of ENGINEER, its employees, or subconsultant.

[the balance of this page is intentionally left blank]

**SECTION 12 – EXECUTION**

**ENGINEER :**


**IN EXECUTION WHEREOF**, Jacobs Engineering Group Inc., a Delaware corporation for profit, has caused this Agreement to be executed on the date stated below by Shawn Thompson, PE, whose title is Operations Leader, pursuant to a corporate Resolution authorizing such act.

SIGNATURE:   
PRINTED NAME: SHAWN THOMPSON  
TITLE: OPERATIONS LEADER  
DATE: 3/11/2021

**OWNER:**

**IN EXECUTION WHEREOF**, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by David G Young, its President, pursuant to Resolution No. 21-0366 dated 3/16/21.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE:   
PRINTED NAME: David G Young  
TITLE: President  
DATE: 3/16/21

RECOMMENDED BY:

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

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

APPROVED AS TO FORM:

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

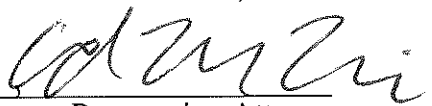
By:   
Assistant Prosecuting Attorney

EXHIBIT 1 to  
CONSULTING SERVICES CONTRACT FOR  
TRAFFIC ENGINEERING, PLANNING, AND STUDY REVIEW SERVICES

KINGS MILLS ROAD AREA DEVELOPMENT PLAN AND STUDY REVIEW and PRELIMINARY  
ROADWAY IMPROVEMENT STRATEGY DEVELOPMENT

**BASIC SERVICES**

**Scope of Work:**

1) Task 1 - Kings Mills Road Area Development Plan and Study Review:

Mercy Health-Cincinnati recently announced plans for a new hospital campus to serve the City of Mason and Warren County. The site is located on Kings Mills Road with desired access points on Kings Mills Road, Columbia Road, Wilson Avenue and Kings Island Drive. In conjunction with this development, a traffic impact study (TIS) evaluating the impact of the increase in traffic and new hospital access drives will be prepared and submitted to for their review and approval. LJB, Inc. has been contracted by the developer of the new Mercy-Health hospital campus to prepare the TIS. The County requires assistance from Jacobs in the review of the analysis, findings, and recommendations of the TIS. To complete this task, Jacobs will:

- Provide an independent review of the traffic impact study submitted. The study will be reviewed for agreement with the accepted and applicable standard/guidelines including but not limited to the State of Ohio Access Management Manual, Ohio Department of Transportation (ODOT) Traffic Engineering Manual, ODOT Analysis and Traffic Simulation (OATS) Manual, and any applicable County standards or guidelines.
- Meet virtually with the County and/or LJB as needed to become familiar with the site and planned development, standards used in preparation of the impact study, software used in analysis, analysis methodologies and assumptions, any issues encountered or addressed, and any other details related to the study that should be included in the review.
- Provide a summary of the review findings and recommendations in a Technical Memorandum when the review is complete. Memorandum will identify any recommendations for revision in the study analysis or conclusions identified by Jacobs. In the event that there are differences of opinion between Jacobs and LJB regarding a recommendation, the County and LJB may agree that LJB will proceed with the study without accepting the recommendation(s) in question. Similarly, if LJB accepts the recommendations, the County and LJB may incorporate the recommendations into the study. However, regardless of the disposition of comments resulting from Jacobs review, the County and LJB will assume professional responsibility for the study.

Task 1 Estimate of Level of Effort and Schedule: We estimate this task will take an estimated 36 hours to complete. Jacobs will complete the review of the TIS and provide a draft technical memorandum within 2 weeks from receipt of the TIS document. The final technical memorandum will be provided within one week of receipt of comments from the County.

2) Task 2 - Preliminary Roadway Improvement Strategy Development

Background: The County desires to apply for federal funding to the section of Kings Mills Road and Kings Island Drive within the next 2 – 4 years. Multiple studies have been performed for this area over the past 5 years, however no comprehensive study has been performed. The County is requesting assistance in identifying a scope of work and preliminary funding strategy for the study and resulting improvements for this area. To complete this task, Jacobs will:

- Review and summarize previous studies, data, and analysis as well as available data from ODOT and the County to identify data and information that can be used in development of a comprehensive study.
- Assist the County in developing a preliminary roadway improvement and grant application strategy and scope of work for the comprehensive evaluation of the roadways fronting the planned medical campus other existing and future planned roadways located north, west, and east Kings Mills Road.

Task 2 Estimate of Level of Effort and Schedule: We estimate this task will take and estimated 100 hours to complete. Jacobs will complete this task within 6 weeks from receipt of notice to proceed. A final technical memorandum will be provided within one week of receipt of comments from the County.

The County will provide to Consultant all data in their possession relating to Jacobs services on the tasks noted above. Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the County.

The level of effort noted with each task are estimates; the actual level of effort may vary slightly based on staff used to complete each task. Should it become necessary to adjust the scope or schedule of Jacobs services as this work progresses, it will be brought to the attention of the County for resolution prior to proceeding with any work. No additional work will be performed without written authorization from the County.

Notwithstanding Jacobs' review and evaluation of work performed by others, County agrees to release and hold Jacobs harmless from any and all liabilities to any person or entity caused as a result of deficiencies in such work, regardless of any allegations of negligence by Jacobs. County acknowledges that ultimate responsibility for deficiencies in such work shall be attributable to the person or entity providing such work irrespective of Jacobs' review and evaluation of the same. The Jacobs level of effort for which the County is willing to compensate Jacobs is not sufficient to enable all potential errors or omissions to be discovered in the work that is subject to review. Jacobs shall not be responsible for the acts or omissions of any party not retained by Jacobs.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF FRANKLIN

I, SHAWN THOMPSON, holding the title and position of OPERATIONS LEADER at the firm JACOBS ENGINEERING GROUP INC., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

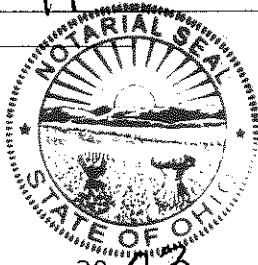
[Signature]  
AFFIANT

Subscribed and sworn to before me this 11 day of March 20 21

[Signature]  
(Notary Public),

Franklin County.

My commission expires 09-25 20 23



LAURA KING  
Notary Public, State of Ohio  
My Commission Expires 08-25-2023



March 11, 2021

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

Dear Board of County Commissioners:

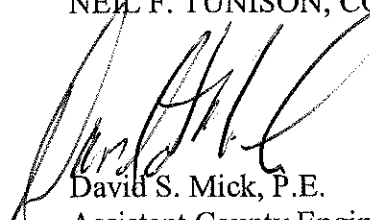
We have reviewed Statements of Qualifications, received by the County Engineer's Office, per the ORC for :

1. Jacobs Engineering Group, Inc.
2. Carpenter Marty Transportation
3. TEC, Inc

We negotiated with Jacobs Engineering Group, Inc. and have reached an acceptable contract price for the professional services.

Should you have any questions or require additional information concerning this contract, feel free to call.

Sincerely,  
WARREN COUNTY ENGINEER'S OFFICE  
NEIL F. TUNISON, COUNTY ENGINEER



David S. Mick, P.E.  
Assistant County Engineer

**WARREN COUNTY ENGINEER'S OFFICE**

**ADMINISTRATION and ENGINEERING**  
210 W Main St. Lebanon, OH 45036  
Telephone (513) 695-3301 Fax (513) 695-7714

**HIGHWAY MAINTENANCE, PERMITS, and INSPECTION**  
105 Markey Rd. Lebanon, OH 45036  
Telephone (513) 695-3336 Fax (513) 695-3323



# Resolution

Number 21-0367

Adopted Date March 16, 2021

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH LARRY F. LEWIS FOR A BRIDGE REHABILITATION PROJECT ON UNION ROAD

WHEREAS, in order to improve the safety of Union Road a bridge rehabilitation project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel # 07-03-476-001 located at 3221 Union Road, Franklin, OH 45005 which is owned by Larry F. Lewis, a married man, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Perform necessary grading for improved roadway shoulders.
4. Reconstruct asphalt driveway apron.
5. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Larry F. Lewis, for the Union Road bridge rehabilitation project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Lewis, Larry F.  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by Larry F. Lewis, a married man, whose tax mailing address is 3221 Union Road, Franklin, Ohio 45005 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

#### Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a bridge rehabilitation project on Union Road over Eberharts Run is to be completed. In order to rehabilitate the bridge it is necessary to enter onto property owned by the Grantor. The subject real estate is located at 3221 Union Road, Franklin, Ohio 45005, identified as Parcel #07-03-476-001. Grantee requests permission from Grantor to enter onto a part of the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Perform necessary grading for improved roadway shoulders.
4. Reconstruct asphalt driveway apron.
5. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Union Road Bridge #33-5.16 Rehabilitation Project or December 31, 2021, whichever comes first.

**IN EXECUTION WHEREOF**, Larry F. Lewis, the Grantor herein, and his spouse, Janet M. Lewis who consents hereto, has hereunto set their hands on the date stated below.

**Grantor:**

Signature: \_\_\_\_\_

Printed Name: Larry F. Lewis

Date: \_\_\_\_\_

**Grantor's Spouse:**

Signature: \_\_\_\_\_

Printed Name: Janet M. Lewis

Date: \_\_\_\_\_

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, that on this 3<sup>rd</sup> day of MARCH, 2021, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be, Larry F. Lewis, the Grantor in the foregoing Agreement, and his spouse, Janet M. Lewis, and acknowledged the signing thereof to be their voluntary act and deed.



Notary Public: \_\_\_\_\_

My commission expires: 02/06/2022

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0367, dated 3/16/21

**Grantee:**  
Signature: [Signature]  
Printed Name: David G Young  
Title: President  
Date: 3/16/21

**STATE OF OHIO, WARREN COUNTY, ss.**

**BE IT REMEMBERED**, that on this 16 day of March, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G Young, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My commission expires: 12/26/2022

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce A. McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)

# Resolution

Number 21-0368

Adopted Date March 16, 2021

## ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TRIAD INVESTMENT GROUP, LLC FOR A BRIDGE REHABILITATION PROJECT ON UNION ROAD

WHEREAS, in order to improve the safety of Union Road a bridge rehabilitation project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #07-03-427-005 located on Union Road, Franklin, OH 45005 which is owned by Triad Investment Group, LLC, grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Perform necessary grading for improved roadway shoulders.
4. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

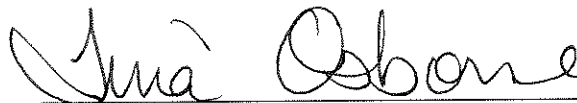
NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Triad Investment Group, LLC, for the Union Road bridge rehabilitation project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Triad Investment Group, LLC  
Engineer (file)

## TEMPORARY ENTRANCE AND WORK AGREEMENT

### ARTICLES OF AGREEMENT

This Agreement is entered into on the date stated below by Triad Investment Group, LLC, an Ohio limited liability company (aka an Ohio limited partnership as stated in the vesting deed), whose tax mailing address is 3221 Union Road, Franklin, Ohio 45005 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

#### Witnesseth:

In order to improve public safety and better serve the needs of the traveling public a bridge rehabilitation project on Union Road over Eberharts Run is to be completed. In order to rehabilitate the bridge it is necessary to enter onto property owned by the Grantor. The subject real estate is located on Union Road, Franklin, Ohio 45005, identified as Parcel #07-03-427-005. Grantee requests permission from Grantor to enter onto a part of the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Perform necessary grading for improved roadway shoulders.
4. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Union Road Bridge #33-5.16 Rehabilitation Project or December 31, 2021, whichever comes first.

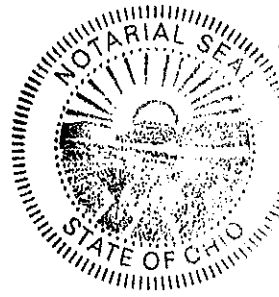
IN EXECUTION WHEREOF, Larry Lewis, whose title is Pres. of Triad Investment Group, LLC, an Ohio limited liability company, pursuant to the authority granted to him or her by the company's operating agreement to execute this Agreement on its behalf, has hereunto set his/her hand on the date stated below.

**Grantor:**

Triad Investment Group, LLC  
Signature: [Handwritten Signature]  
Printed Name: Larry Lewis  
Title: 100% Owner Pres  
Date: 3/1/21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 3<sup>RD</sup> day of MARCH, 2021, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be LARRY LEWIS, whose title is PRESIDENT of Triad Investment Group, LLC, an Ohio limited liability company, the Grantor in the foregoing Agreement, and while acting in his or her official capacity on behalf of the Grantor, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer of this notary in regard to the notarial act.



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/2022  
Recorded in  
Warren County

Notary Public: [Handwritten Signature]  
My commission expires: 02/06/2022

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by David G Young, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 21-0368, dated 3/16/21

Grantee:

Signature: [Signature]

Printed Name: David G Young

Title: President

Date: 3/16/21

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 16 day of March, 2021 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be David G Young, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



LAURA K. LANDER  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Warren County  
My Comm. Exp. 12/26/2022

Notary Public: [Signature]  
My commission expires: 12/26/2022

Prepared by  
DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Signature]  
Bruce A. McGary, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1384  
Fx. (513) 695-2962  
Email: [bruce.mcgary@warrencountyprosecutor.com](mailto:bruce.mcgary@warrencountyprosecutor.com)



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

# Resolution

Number 21-0369

Adopted Date March 16, 2021

ENTER INTO AGREEMENT WITH ZERODAY TECHNOLOGY SOLUTIONS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, ZeroDay Technology Solutions will provide professional services assisting with email migration to Office 365 (O365) for Emergency Services and Telecommunications; and

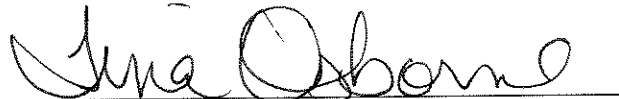
NOW THEREFORE BE IT RESOLVED to authorize the board to sign the agreement with ZeroDay Technology Solutions on behalf of Warren County Telecommunications as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—ZeroDay Technology Solutions  
Telecom (file)

*ZeroDay Technology Solution's Professional Services Agreement*

**Description of Services:** ZDTS will provide professional services on a Time and Materials basis to ("Customer") under the terms and conditions set forth in this Statement of Work ("SOW").

**Task and Activities:**

Customer has requested that ZDTS provide the following services:

- Work with Customer personnel via Screen Sharing for all activities
- Build a new (or re-build an existing) Office 365 (O365) tenant using Customer-provided licensing for the Microsoft GCC (assumed to be Microsoft G3)
  - Add custom domains to O365 tenant
  - Add 80 users, and up to 40 shared mailbox accounts to the new tenant, and provision for Exchange Online
  - Configure Proofpoint for mail hygiene
    - Proofpoint is already configured with users, and will need to be configured to work with O365
- Configure Conditional Access to require Multi-Factor Authentication (MFA) when logging into O365
- Assist Customer with integrating MailMeter for archival from O365 mailboxes
- Perform a Pilot Migration of existing mail using the Microsoft approved PST Import process
  - This will temporarily use an Azure Storage account as a staging area during import

The above activities assume that ZDTS will work at the direction of Customer, operating as a member of the Customer's existing team. Additionally, Customer will be responsible for supply of required licensing for all configured features.

**Assumptions:** All work to be performed according to a mutually agreed upon schedule during normal business hours in Customer's time zone unless stated otherwise (normal business hours are Monday through Friday, 8:00am – 5:00pm excluding ZDTS designated holidays which include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day). Work will be performed with direction of Customer staff. ZDTS is not liable for any client downtime or data loss. ZDTS personnel will provide general descriptions of the work performed daily throughout the life of the project. Customer may request daily or weekly review of such detail. Questions regarding work outcome or applicability should be communicated in written form to the ZDTS project coordinator immediately. This document is the sole agreement with regards to pricing expectations. ZDTS will bill Customer for actual number of hours in one (1) hour increments and will NOT exceed the hours estimated below without Customer approval.

**Travel Expenses:** Actual costs for hotel, flights, rental cars, and/or mileage reimbursement, tolls, and meals will be charged back to Customer.

**Pricing:**

Description	Estimated Hours	Hourly Rate	Estimated Total
Engineering Services	40	\$185.00	\$7,400.00

**Billing Schedule:**

Term	Schedule
Net 30	Billed as actual hours worked in 1-hour increments. Service can be billed weekly.

This proposal is valid for 45 days. The proposed configuration and pricing are confidential and cannot be provided to any other Company or Vendor without prior written authorization from ZDTS. This proposal has been based on information provided by your organization and thus may contain omissions or errors for ZDTS is not responsible. Any additional cost because of omissions or unforeseen integration problems may require a change order. Any applicable taxes and shipping charges will be added at the time of invoice.

**Customer Acceptance:**

Please sign below indicating your agreement to the above terms and to indicate acceptance of this Agreement.

Customer Name: David G Young

ZDTS Name: Todd Wind

Title: President

Title: Business Development Manager

Signature: 

Signature: 

Date: 3/16/21

Date: 03/11/2021

Customer PO: \_\_\_\_\_

**APPROVED AS TO FORM**



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

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

# Resolution

Number 21-0370

Adopted Date March 16, 2021

**APPROVE EASEMENT ACQUISITION COMPENSATION FOR THE FRANKLIN AREA  
WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT**

WHEREAS, the Warren County Water and Sewer Department is constructing improvements for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is installing dual 10-inch discharge lines; and

WHEREAS, specifically the following properties have been appraised for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
03-01-477-005	Good Industries – Franklin Operations, LLC	\$2,800
03-01-478-009	Good Industries – Franklin Operations, LLC	\$200

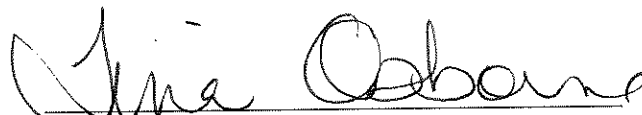
NOW THEREFORE BE IT RESOLVED, that the Board has reviewed the requested compensation and approves said request.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)

# Resolution

Number 21-0371

Adopted Date March 16, 2021

## APPROVE EASEMENT ACQUISITION COMPENSATION FOR THE FRANKLIN AREA WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

WHEREAS, the Warren County Water and Sewer Department is constructing improvements for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project; and

WHEREAS, as part of these improvements the Warren County Water and Sewer Department is installing dual 10-inch discharge lines; and

WHEREAS, specifically the following properties have been appraised for easement acquisition and negotiations have been conducted with the following results:

Parcel #	Owner	Compensation
03-01-478-005	Linda Jean Purkey	\$400
03-01-478-006	Linda Jean Purkey	\$450


NOW THEREFORE BE IT RESOLVED, that the Board has reviewed the requested compensation and approves said request.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water/Sewer (file)

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

# Resolution

Number 21-0372

Adopted Date March 16, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made part hereof:

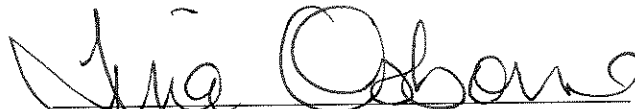
MedCerts, LLC  
13955 Farmington Rd  
Livonia, Michigan 48154

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs  
OhioMeansJobs (file)

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **MedCerts, LLC, 13955 Farmington Rd, Livonia, Michigan 48154**, hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

### **Responsibilities of the Contractor:**

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to



require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

**Responsibilities of OMJWC:**

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

## **General Provisions:**

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of Ohio Revised Code Section 3517.13.

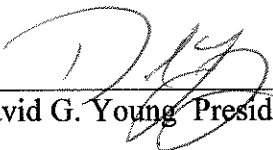
### **Assurances and Certifications:**

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

**Signature Page**

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

**Warren County Board of Commissioners**

  
\_\_\_\_\_  
David G. Young President

3/16/21  
Date

**Contractor**


  
\_\_\_\_\_  
Authorized Contractor Signature

2/24/21  
Date

Janae Rudder  
Typed Name of Authorized Contractor

2/24/21  
Date

**Approved as to form:**

  
\_\_\_\_\_  
Keith Anderson, Asst. Prosecutor

3/9/2021  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2020
--------------------------------

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 22930 Nine Mile Road Saint Clair Shores MI 48080  License#: BR-724491 MEDCLLC-02	<b>CONTACT NAME:</b> Meagan Bush <b>PHONE (A/C, No, Ext):</b> 734-665-2661 <b>FAX (A/C, No):</b> 586-778-2814 <b>E-MAIL ADDRESS:</b> Meagan_Bush@ajg.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Casualty Company</td> <td style="text-align: center;">28665</td> </tr> <tr> <td>INSURER B : Landmark American Insurance Company</td> <td style="text-align: center;">33138</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Casualty Company	28665	INSURER B : Landmark American Insurance Company	33138	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Cincinnati Casualty Company	28665														
INSURER B : Landmark American Insurance Company	33138														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER: 1440966668** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD 0437624	6/22/2020	7/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETA 0437624	6/22/2020	7/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			ETD 0437624	6/22/2020	7/14/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			LHR783070	6/22/2020	6/22/2021	Per Claim Aggregate 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is included as additional insured on the General Liability policy as required by written contract. Waiver of Subrogation applies to Additional Insureds as respects General Liability policy as required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Livonia 33000 Civic Center Drive Livonia MI 48154	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

AFFIDAVIT OF NON COLLUSION

STATE OF MICHIGAN  
COUNTY OF MACOMB

I, Janea Rudder, holding the title and position of Associate Director of Compliance at the firm MedCerts, 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.

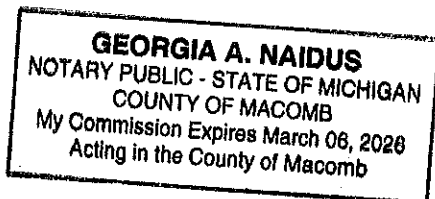
Janea Rudder  
AFFIANT

Subscribed and sworn to before me this 3 day of  
MARCH 20 21

Georgia A. Naidus  
(Notary Public),

MACOMB County.

My commission expires MARCH 06 20 26



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

# Resolution

Number 21-0373

Adopted Date March 16, 2021

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into a Memorandum of Understanding with Warren County Community Services for the Therapeutic Interagency Program (TIP) on behalf of the Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a—Warren County Community Services (file)  
Children Services (file)

## **Therapeutic Interagency Program Memorandum of Understanding**

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "Board") on behalf of Warren County Children Services, and Warren County Community Services 570 North State Route 741 Lebanon, Ohio 45036.

This is a contract for **Therapeutic Interagency Program (TIP) Services for the period of January 1, 2021-December 31, 2021.**

### **ARTICLE I: PURPOSE OF THE CONTRACT**

The purpose of the Tip Program is to provide preschool children who have histories of abuse and neglect with supportive and integrated child protection, mental health, and educational interventions that protect the children while promoting healthy social interactions with parents, teachers, and therapists. The TIP Program strives to provide the children with sustained, safe, nurturing environments and relationships, provides interactions with positive adult and peer role models, helps to stabilize the children physically and mentally, assists in their developmental and social-emotional progress, and works to obtain family stability.

### **ARTICLE II: RESPONSIBILITY OF WARREN COUNTY COMMUNITY SERVICES**

A. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the Head Start grant award.

B. Supply Program services during the contract period to children ages three to five and their families. Services shall include, but not be limited to, therapeutic provider-based year-round preschool programming, mental health therapy, as well as individualized treatment plans, daily transportation, psychiatric services, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.

C. Accept all referrals made by Warren County Children Services staff and shall provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Head Start eligibility of client will be verified prior to the provision of services.

D. Ensure that all children in TIP during the school year are Head Start children with access to all services that Head Start provides, including, but not limited to educational assessments, health screenings and services, disability screenings and services, parental involvement assessments, and social services.



E. Operate two TIP classroom sessions at South Lebanon Early Learning Center 99 North Section Street South Lebanon, Ohio 45065. The Program shall be run in half-day sessions, Monday through Thursday. The Program shall operate at least 160 days during the year. Each section shall accommodate twelve (12) students for a total enrollment of twenty-four (24) children.

F. Provide transportation to clients. Warren County Community Services staff shall accompany the clients in the vehicle to ensure attendance and to allow for daily monitoring of the home environment.

G. Employ and maintain two (2) full-time school year teachers and one co-teacher to provide specific classroom curriculum and case management as identified and described in this section of the contract agreement. Warren County Community Services shall certify that those persons hired shall be fully trained and qualified; minimum of Child Development Associate credential, Prefer degree in early childhood education.

H. Employ and maintain one (1) full-time equivalent TIP Coordinator through direct hire who can intelligently and competently do the following: assume responsibility for supervision of TIP classroom and outpatient placement and program referrals, complete all reports and rosters as assigned and by due date, assist TIP staff, children, parents, and other agency staff through TIP's intake, placement, treatment, and transition stages, assist in interpreting program findings, assure cooperative programming of TIP/Head Start clients, assist with growth/expansion, replication and dissemination of TIP model, provide direct on-site and home-based services to parents/guardians referred, conduct home visits occurring on a consistent and regular basis for all referred caregivers. Warren County Community Services certifies that upon hire and during his/her service for Warren County Community Services, the person hired shall be fully trained and qualified to perform duties described in this section of the agreement, with a minimum education requirement of a Bachelor's Degree in Social Work, Special Education, Early Childhood Education or other related professions; prefer Master's Degree. Knowledge, skills, and abilities of TIP Coordinator shall include, without limitation, knowledge of trauma-informed practices, interdisciplinary and interagency work experience, experience in the field of child developmental learning disorders and/or child welfare, experience in the field of parenting, experience working with and/or providing education to adults and families, experience working with diverse populations of children and adults including: abuse/neglected population, low function population, substance abusers, domestic violence, and victims of sexual abuse, possessing demonstrated ability to work as a team member, good organizational skills, history of good job attendance, must pass criminal background checks, drug screening, and be free from communicable diseases. Warren County Community Services shall supply appropriate supervision and administrative functions associated with overall performance of the agreement in a manner satisfactory to Warren County Children Services.

I. Perform appropriate supervision and administrative functions and related tasks associated with the overall performance of the Program, which shall include without limitation, overseeing the management of the Project, compiling and disseminating related program data and reports as

required by this agreement, managing and monitoring all employees, and designing methods to implement best practices in a manner satisfactory to Warren County Children Services.

J. Maintain appropriate records of client activity, both for individual clients and for the entire client population served under this agreement, so as to facilitate monitoring and evaluation.

K. Warren County Community Services shall submit a Monthly Client Report for each client served during the month and a Monthly Provider Wait List no later than the 15th day of each month following the end of the reporting month that shall cover the previous thirty (30) day period. Monthly coordination meetings will be held between Warren County Children Services and Warren County Community Services to review services provider and client progress.

L. Submit a quarterly invoice of \$12,500 to Warren County Children Services to Ellie Hamilton at [Elnora.Hamilton@jfs.ohio.gov](mailto:Elnora.Hamilton@jfs.ohio.gov) and Jenny Carman at [Jennifer.Carman@jfs.ohio.gov](mailto:Jennifer.Carman@jfs.ohio.gov). The invoice will be submitted in March, June, September and December of 2021.

M. An interim report on the Program is due from Warren County Community Services within thirty (30) days after completion of the first six (6) months of the Program and a final report on the Program is due from the Warren County Community Services within forty-five (45) days after the end of the agreement term. Such reports shall include, without limitation, a narrative which describes the program activities, attendance statistics, program outcomes, and the Program's successes and positive impacts on the community.

N. Warren County Community Services warrants that claims made to Warren County Children Services for payment for services provided shall be for actual services rendered and shall not duplicate claims made by Warren County Community Services to other sources of public or private funds for the same services.

O. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of this agreement. Amendments of the contract will be made as mutually agreed upon. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

P. Warren County Community Services agrees that they shall not use any information, systems or records made available to them for any purpose other than to fulfill the contractual duties specified herein, without the express written permission of Warren County Children Services. Warren County Community Services further agree to maintain the confidentiality of all clients and families served. No information on clients served shall be released for research or other publication without the express written consent of the Warren County Children Services Director or her designee.

Q. Promptly reimburse Warren County Children Services for any funds Warren County Children Services pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Warren County Children Services is responsible. Make records available to Warren County Children Services, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

### **ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES**

A. Provide funding to Warren County Community Services, not to exceed \$50,000.00 for calendar year 2021, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$12,500.00 to be sent in the months of March, June, September and December of 2021.

B. Assign a case manager to the children who participate in the TIP program. This case manager will attend monthly coordination meetings with Warren County Community Services, assist with enrollment efforts such as acquiring necessary paperwork from the guardian or agency record, making necessary service referrals, and monitor client progress.

C. Provide technical assistance and training as requested to assist Warren County Community Services in fulfilling its obligations under this agreement.

D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

E. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of the agreement. Amendments of the contract will be made as mutually agreed. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

### **ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT**

This document constitutes the entire agreement between Warren County Children Services and Warren County Community Services with respect to all matters herein. Only a document signed by both parties may amend this Agreement. Both Warren County Children Services and Warren County Community Services agree 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. Any written amendment to this Agreement will be prospective in nature.

Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.


## **ARTICLE V. MISCELLANEOUS PROVISIONS**

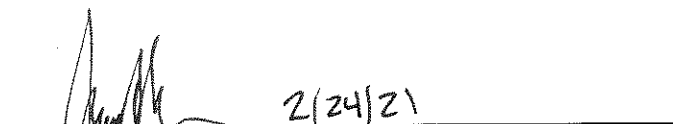
**A Limitation of Liability:** To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible for any liability directly related to all acts of negligence by Warren County Community Services. In no event, shall either party be liable for any indirect or consequential damages, even if Warren County Children Services or Warren County Community Services knew or should have known of the possibility of such damages.

**B.** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

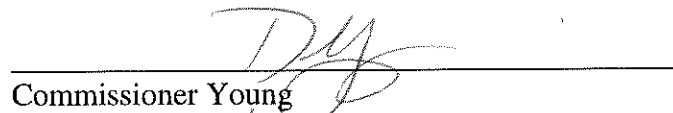
**C.** Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Warren County Children Services to Warren County Community Services that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, Warren County Children Services, Warren County Community Services, or any of the officers or employees of the State of Ohio, Warren County Children Services or any of the officers or employees of the State of Ohio or Warren County Children Services.

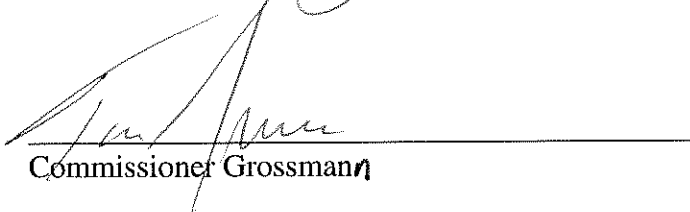
In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:

  
Susan Walther, Director/ Date  
Warren County Children Services

  
Aaron Reid, Executive Director/ Date  
Warren County Community Services

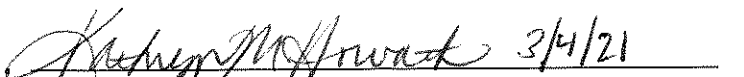
Warren County Board of County Commissioners:

  
Commissioner Young

  
Commissioner Grossman

\_\_\_\_\_  
Commissioner Jones

Approved As To Form Only:

  
Kathryn Horvath, Assistant Prosecuting Attorney/ Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Warren

I, Aaron Reid, holding the title and position of Executive Director/CEO at the firm Warren Cty. Comm. Services, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]  
AFFIANT

Subscribed and sworn to before me this 24<sup>th</sup> day of February 20 21

[Signature]  
(Notary Public),

Warren County.

My commission expires \_\_\_\_\_ 20 \_\_\_\_\_



LISA BAKER  
Notary Public, State of Ohio  
My Comm. Expires 2/7/2025

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

# Resolution

Number 21-0374

Adopted Date March 16, 2021

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH WARREN COUNTY COMMUNITY SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

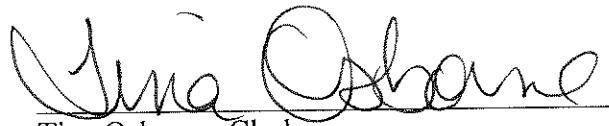
BE IT RESOLVED, to enter into a Memorandum of Understanding with Warren County Community Services for the Baby Therapeutic Interagency Program (Baby TIP) on behalf of the Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a—Warren County Community Services (file)  
Children Services (file)

## **Baby Therapeutic Interagency Program Memorandum of Understanding**

This Agreement is entered into between the Warren County Board of County Commissioners (hereinafter referred to as "Board") on behalf of Warren County Children Services, and Warren County Community Services 570 North State Route 471 Lebanon, Ohio 45036.

This is a contract for **Baby Therapeutic Interagency Program (Baby TIP) Services for the period of January 1, 2020-December 31, 2020.**

### **ARTICLE I: PURPOSE OF THE CONTRACT**

The purpose of the Baby Tip Program is to provide children ages six weeks to three years who have histories of abuse and neglect with supportive and integrated child protection, mental health, and educational interventions that protect the children while promoting healthy social interactions with parents, teachers, and therapists. The Baby TIP Program strives to provide the children with sustained, safe, nurturing environments and relationships, provides interactions with positive adult and peer role models, helps to stabilize the children physically and mentally, assists in their developmental and social-emotional progress, and works to obtain family stability.

### **ARTICLE II: RESPONSIBILITY OF WARREN COUNTY COMMUNITY SERVICES**

A. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal, state and local laws, as well as the federal terms and conditions of the Head Start grant award.

B. Supply Program services during the contract period to children ages six weeks to three years and their families. Services shall include, but not be limited to, therapeutic year-round trauma-focused child development services, family systems mental health therapy, as well as individualized treatment plans, psychiatric services if needed, in-home and provider-based parent education and involvement, educational resources for parents, transitional services, coordination with outside agencies to address client needs, and program evaluation to insure fiscal accountability and to measure evidence-based outcomes and quality assurance.

C. Accept all referrals made by Warren County Children Services staff and shall provide program services to clients who are eligible for Temporary Assistance to Needy Families (TANF). Other social service organizations in the community may also refer potential clients, space permitting. Early Head Start eligibility of client will be verified prior to the provision of services.

D. Ensure that all children in Baby TIP during the school year are Early Head Start children with access to all services that Early Head Start provides, including, but not limited to



educational assessments, health screenings and services, developmental screenings and early intervention services, family needs assessments, and social services.

E. Ensure that all Early Head Start teachers and Home Visitors serving children enrolled in the Baby TIP program are fully trained and qualified with a minimum of a Child Development Associate credential, Prefer degree in early childhood education. Will provide trauma-informed care training and ongoing consultation to all Early Head Start teachers and Home Visitors serving children enrolled in Baby TIP.

F. Employ and maintain one (1) full-time equivalent Baby TIP Coordinator through direct hire who can intelligently and competently do the following: assume responsibility for coordination of services, outpatient placement and program referrals, complete all reports and rosters as assigned and by due date, assist teachers, home visitors, family advocates, children, parents, and other agency staff through TIP's intake, placement, treatment, and transition stages, assist in interpreting program findings, assure cooperative programming of TIP/Early Head Start clients, assist with growth/expansion, replication and dissemination of the Baby TIP model, provide direct on-site and home-based services to parents/guardians referred, conduct home visits occurring on a consistent and regular basis for all referred caregivers. Warren County Community Services certifies that upon hire and during their service for Warren County Community Services, the person hired shall be fully trained and qualified to perform duties described in this section of the agreement, with a minimum education requirement of a Bachelor's Degree in Social Work, Special Education, Early Childhood Education or other related professions. Knowledge, skills, and abilities of Baby TIP Coordinator shall include, without limitation, knowledge of trauma-informed practices, interdisciplinary and interagency work experience, experience in the field of child developmental learning disorders and/or child welfare, experience in the field of parenting, experience working with and/or providing education to adults and families, experience working with diverse populations of children and adults including: abuse/neglected population, low function population, substance abusers, domestic violence, and victims of sexual abuse, possessing demonstrated ability to work as a team member, good organizational skills, history of good job attendance, must pass criminal background checks, drug screening, and be free from communicable diseases. Warren County Community Services shall supply appropriate supervision and administrative functions associated with overall performance of the agreement in a manner satisfactory to Warren County Children Services.

G. Perform appropriate supervision and administrative functions and related tasks associated with the overall performance of the Program, which shall include without limitation, overseeing the management of the Project, compiling and disseminating related program data and reports as required by this agreement, managing and monitoring all employees, and designing methods to implement best practices in a manner satisfactory to Warren County Children Services.

H. Maintain appropriate records of client activity, both for individual clients and for the entire client population served under this agreement, so as to facilitate monitoring and evaluation.

I. Warren County Community Services shall submit a Monthly Client Report for each client served during the month and a Monthly Provider Wait List no later than the 15th day of each

month following the end of the reporting month that shall cover the previous thirty (30) day period. Monthly coordination meetings will be held between Warren County Children Services and Warren County Community Services to review services provider and client progress.

J. Submit a quarterly invoice of \$12,500 to Warren County Children Services to Ellie Hamilton at [Elnora.Hamilton@jfs.ohio.gov](mailto:Elnora.Hamilton@jfs.ohio.gov) and Jenny Carman at [Jennifer.Carman@jfs.ohio.gov](mailto:Jennifer.Carman@jfs.ohio.gov). The invoice will be submitted in March, June, September and December of 2020.

K. An interim report on the Program is due from Warren County Community Services within thirty (30) days after completion of the first six (6) months of the Program and a final report on the Program is due from the Warren County Community Services within forty-five (45) days after the end of the agreement term. Such reports shall include, without limitation, a narrative which describes the program activities, attendance statistics, program outcomes, and the Program's successes and positive impacts on the community.

L. Warren County Community Services warrants that claims made to Warren County Children Services for payment for services provided shall be for actual services rendered and shall not duplicate claims made by Warren County Community Services to other sources of public or private funds for the same services.

M. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of this agreement. Amendments of the contract will be made as mutually agreed upon. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

N. Warren County Community Services agrees that they shall not use any information, systems or records made available to them for any purpose other than to fulfill the contractual duties specified herein, without the express written permission of Warren County Children Services. Warren County Community Services further agree to maintain the confidentiality of all clients and families served. No information on clients served shall be released for research or other publication without the express written consent of the Warren County Children Services Director or her designee.

O. Promptly reimburse Warren County Children Services for any funds Warren County Children Services pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Warren County Children Services is responsible. Make records available to Warren County Children Services, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

### **ARTICLE III: RESPONSIBILITY OF WARREN COUNTY CHILDREN SERVICES**

A. Provide funding to Warren County Community Services, not to exceed \$50,000.00 for calendar year ~~2020~~<sup>2021</sup>, in accordance with this Agreement and Federal, state and local laws upon receipt of a quarterly invoice for \$12,500.00 to be sent in the months of March, June, September and December of ~~2020~~<sup>2021</sup>.

B. Assign a case manager to the children who participate in the Baby TIP program. This case manager will attend monthly coordination meetings with Warren County Community Services, assist with enrollment efforts such as acquiring necessary paperwork from the guardian or agency record, making necessary service referrals, and monitor client progress.

C. Provide technical assistance and training as requested to assist Warren County Community Services in fulfilling its obligations under this agreement.

D. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to funds awarded.

E. At least one (1) time during the agreement period, Warren County Children Services and Warren County Community Services shall meet to discuss the agreement performance to date. At this meeting, Warren County Community Services shall supply Warren County Children Services with comprehensive cost and statistical information on the Program and in-depth analysis of the Program activity and budget information to-date. The programmatic review shall be conducted to ensure fulfillment of contractual obligations and compliance with terms and conditions of the agreement. Amendments of the contract will be made as mutually agreed. No agreement modifications shall become effective until they are reduced to writing and signed by both parties.

### **ARTICLE IV. AMENDMENT OR TERMINATION OF AGREEMENT**

This document constitutes the entire agreement between Warren County Children Services and Warren County Community Services with respect to all matters herein. Only a document signed by both parties may amend this Agreement. Both Warren County Children Services and Warren County Community Services agree 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. Any written amendment to this Agreement will be prospective in nature.

Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.

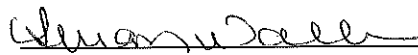
## ARTICLE V. MISCELLANEOUS PROVISIONS

A **Limitation of Liability:** To the extent permitted by law, Warren County Children Services agrees to be responsible for any liability directly relating to all acts of negligence by Warren County Children Services. To the extent permitted by law, Warren County Community Services agrees to be responsible for any liability directly related to all acts of negligence by Warren County Community Services. In no event, shall either party be liable for any indirect or consequential damages, even if Warren County Children Services or Warren County Community Services knew or should have known of the possibility of such damages.

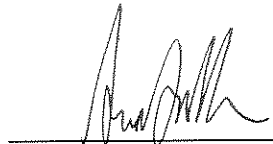
B. This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

C. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Warren County Children Services to Warren County Community Services that is not specifically set forth in state and federal law. Nothing in this Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, Warren County Children Services, Warren County Community Services, or any of the officers or employees of the State of Ohio, Warren County Children Services or any of the officers or employees of the State of Ohio or Warren County Children Services.

In Witness whereof, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Community Services have executed this Agreement effective the date of the last obtained signature as follows:

 3/9/2021

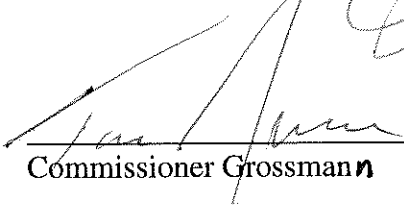
Susan Walther, Director/ Date  
Warren County Children Services

 2/24/21

Aaron Reid, Executive Director/ Date  
Warren County Community Services

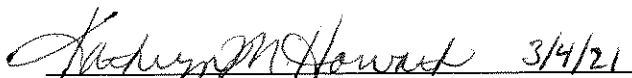
Warren County Board of County Commissioners:

  
Commissioner Young

  
Commissioner Grossman

\_\_\_\_\_  
Commissioner Jones

Approved As To Form Only:

 3/4/21  
Kathryn Horvath, Assistant Prosecuting Attorney/ Date

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

# Resolution

Number 21-0375

Adopted Date March 16, 2021

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/9/21 and 3/11/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 21-0376

Adopted Date March 16, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT REDUCTION WITH HT CROSSING, LLC. FOR COMPLETION OF IMPROVEMENTS IN POND VIEW ESTATES, SITUATED IN CLEARCREEK TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security reduction:

## SECURITY REDUCTION

Bond Number	:	20-024 (W/S)
Development	:	Pond View Estates
Developer	:	HT Crossing, LLC
Township	:	Clearcreek
Reduction Amount	:	\$327,745.20
Surety Company	:	People's Bank (Letter of Credit No. 10900)

BE IT FURTHER RESOLVED: the original amount of bond was \$355,057.30 and the new required bond amount is \$27,312.10.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: HT Crossing, LLC; 7620 Paragon Rd; Dayton, OH 45459  
People's Bank; 48 N. South Street; Wilmington, OH 45177  
Water/Sewer (file)  
Bond Agreement file

# Resolution

Number 21-0377

Adopted Date March 16, 2021

APPROVE APPROPRIATION ADJUSTMENTS AND AN OPERATIONAL TRANSFER FOR COUNTY COMMISSIONERS' FUND #11011110

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

NOW THEREFORE IT BE IT RESOLVED, to approve the following operational transfer to process payment for interest and principal for the Radio Systems debt:

Appropriation Adjustments

\$ 28,271.25 from 11011110-5511 (Commissioners - Interest)  
into 11011110-5997 (Commissioners - Operation Transfer)

\$890,000.00 from 11011110-5512 (Commissioners - Principal)  
into 11011110-5997 (Commissioners - Operation Transfer)

Operational Transfer

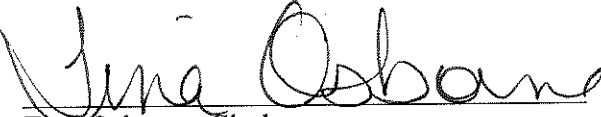
\$918,271.25 from #11011110-5997 (Commissioners - Operation Transfer)  
into #3368-49000 (Radio Bond - Distributions/Transfers)

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

Mrs. Jones - yea  
Mr. Young - yea  
Mr. Grossmann - yea

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Operational Trans. File  
Commissioners' file  
OMB



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

# Resolution

Number 21-0378

Adopted Date March 16, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO TREASURERS OFFICE FUND  
#2248

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into #22481130-5400 (Purchased Services)

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

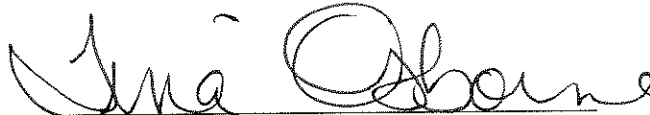
Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/cs

cc:

Auditor

Appropriation Adj. file

Treasurer (file)

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

# Resolution

Number 21-0379

Adopted Date March 16, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES OFFICE FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Office Fund #11012850 in order to process a vacation leave payout for Andrew Farlino former employee of Emergency Services:


\$2,813.00      from    #11011110-5882      (Commissioners - Vacation Leave Payout)  
                         into    #11012850-5882      (EMS Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Emergency Services (file)  
OMB

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

# Resolution

Number 21-0380

Adopted Date March 16, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS GENERAL  
FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 3,800.00 from #11011220-5102 (Regular Salaries)  
into #11011220-5830 (Workers Comp)

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 21-0381

Adopted Date March 16, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#10111240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court  
fund #11011240:

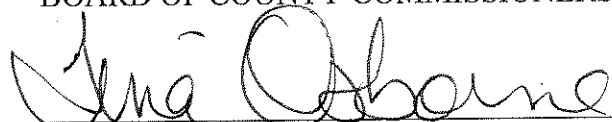
\$ 300.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5855	(Clothing/Personal Equip)

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 21-0382

Adopted Date March 16, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING  
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:


\$73.27      from #11012300-5910      (Other Expense)  
              into #11012300-5317      (Non-Capital Purchase)

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Appropriation Adjustment file  
Building/Zoning (file)

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

# Resolution

Number 21-0383

Adopted Date March 16, 2021

APPROVE APPROPRIATION ADJUSTMENTS FROM SHERIFF'S OFFICE FUND  
#11012210 INTO #11012200

BE IT RESOLVED, to approve the following appropriation adjustments:

\$109,588.60	from	11012210-5102	(Regular Salaries)
	into	11012200-5310	(Vehicle Capital Outlay)


\$8,000.00	from	11012210-5102	(Regular Salaries)
	into	11012200-5210	(Material & Supplies)

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

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 21-0384

Adopted Date March 16, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2285

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into 22852200-5318 (Data Bd Approv. Non-Cap)

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


Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Sheriff (file)

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

# Resolution

Number 21-0385

Adopted Date March 16, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustment:

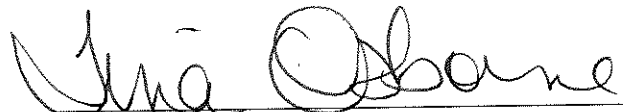
\$55.00      from #22452450-5820      (Health & Life Insurance)  
              into #22452450-5830      (Workers Compensation)

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

MRB/

cc: Auditor ✓  
Appropriation Adjustment file  
Prosecutor (file)



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

# Resolution

Number 21-0386

Adopted Date March 16, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND  
#5580

WHEREAS, the Water and Sewer Department incurs costs for workers compensation; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:


\$37,493.35	from	55803300-5998	(Reserve/Contingency)
	into	55803300-5830	(Workers Compensation)

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Appropriation Adj. file  
Water/Sewer (file)

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

# Resolution

Number 21-0387

Adopted Date March 16, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

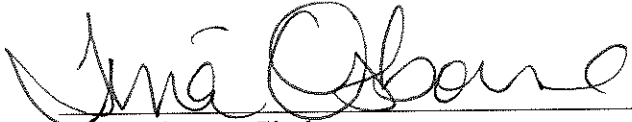
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Commissioners file

## REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	SOUTHEASTERN EQUIPMENT CO INC	TRACK LOADER TV450B	\$ 76,898.50
ENG	SOUTHEASTERN EQUIPMENT CO INC	25 TON TAG TRAILER	\$ 34,052.00
ENG	KINGS FORD INC	2021 FORD F-150 EXT CAB PICKUP TRUCK	\$ 30,276.00
ENG	KINGS FORD INC	2021 FORD F-150 EXT CAB PICKUP TRUCK	\$ 30,276.00
TEL	ADB COMPANIES INC	ZERO DAY TECHNOLOGY SOLUTIONS PROFESSIONAL SERV	\$ 7,400.00
ENG	JACOBS ENGINEERING GROUP INC	KINGS MILLS RD. DEVELOPMENT AND STUDY REVIEW	\$ 20,000.00

Department	Vendor Name	Description	PO Amount
WAT	ALT & WITZIG ENGINEERING INC	KG GEO-TECHNICAL SERVICES	\$ 6,325.00 increase
WAT	BUILDING CRAFTS INC	RAR SOFTENING UPGRADES--OWDA DISBURSEMENT	\$ 390,765.05 decrease
HUM	DAYTON CHILDRENS HOSPITAL	CHILD ADVOCACY CENTER	\$ 25,385.50 increase

3/16/2021 APPROVED:

  
\_\_\_\_\_  
Tiffany Zindel, County Administrator

# Resolution

Number 21-0388

Adopted Date March 16, 2021

## **TERMINATE THE CONTRACT WITH AUTOAGENT DATA SOLUTIONS, LLC ON BEHALF OF THE COUNTY TREASURER**

**WHEREAS**, this Board of County Commissioners (the "Board") by way of Resolution Number 15-2039 entered into an agreement with Autoagent Data Solutions, LLC., on December 8, 2015, (hereinafter "the Agreement") for the purpose of receiving escrow tax payments on behalf of the County Treasurer; and

**WHEREAS**, escrow tax payment collection is also being provided by another party with which the Board also has a contract, and as such the services provided under the Agreement are duplicative; and

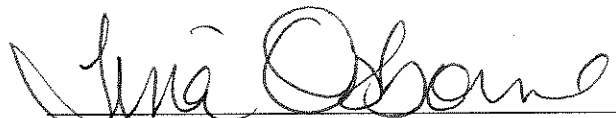
**NOW THEREFORE BE RESOLVED**, to authorize the Warren County Prosecutor's Office to send a written notification of termination to Autoagent Data Solutions, LLC terminating the agreement effective April 30, 2021.

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 16<sup>th</sup> day of March 2021.

BOARD OF COUNTY COMMISSIONERS



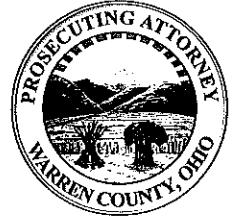
Tina Osborne, Clerk

cc: c/a—Autoagent Data Solutions, LLC  
Treasurer (file)  
J. Jaczek – Prosecutor's Office



**DAVID P. FORNSHELL**

**WARREN COUNTY PROSECUTOR**



March 8, 2020

Autoagent Data Solutions, LLC  
3497 Pine Haven Circle  
Boca Raton, FL 33431

Re: Termination of Autoagent Software Contract

To Whom It May Concern:

The Warren County Prosecutor's Office serves as legal counsel to the Warren County, Ohio Board of County Commissioners and Warren County Treasurer. I am writing on behalf of the Warren County Board of County Commissioners and Warren County Treasurer to give notice and hereby terminate its agreement with Autoagent Data Solutions, LLC, entered into on December 8, 2015, attached below [hereinafter "Agreement"].

Pursuant to Paragraph 1 of the Agreement, this letter shall serve as the written termination notice, the **termination shall be effective April 30, 2021**, in compliance with the requirement to provide at least 30 days prior written notice of termination.

Respectfully Submitted,

Adam M. Nice

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

# Resolution

Number 21-0389

Adopted Date March 16, 2021

CONTINUE ADMINISTRATIVE HEARING TO CONSIDER VARIANCE AND APPEAL OF CONDITIONS REQUIRED FOR AN ACCESS PERMIT OF SPEEDWAY SUPERAMERICA LLC IN FRANKLIN TOWNSHIP

WHEREAS, this Board met this 9<sup>th</sup> day of March 2021, to consider the Request for Variance and Appeal of Conditions Required for an Access Permit filed by Brad Gross on behalf of Speedway SuperAmerica LLC, owner of record, for access to 6562 Manchester Road (Parcel #07051770010, and a portion of Parcel # 07051010041) in Franklin Township; and

WHEREAS, this Board is in receipt of a request to continue said hearing; and

NOW THEREFORE BE IT RESOLVED, to continue the administration hearing to March 30, 2021, at 9:05 a.m. both virtually and in person in the Commissioners' Meeting Room, 406, Justice Drive, Lebanon, Ohio 45036.

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 16th day of March 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Engineer (file)  
Public Hearing file  
Applicant – Brad Gross, 600 Speedway Drive, Enon, OH 45323  
Franklin Township Trustees