

Resolution

Number 18-1491

Adopted Date October 02, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SHELBY DAVIS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Shelby Davis, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed a 365-day probationary period, effective October 2, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Shelby Davis' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.84 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning October 11, 2018.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1492

Adopted Date October 02, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CORTESCIA DAVIS WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Cortescia Davis, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed a 365-day probationary period, effective October 2, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Cortescia Davis' completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.84 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning October 11, 2018.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1493

Adopted Date October 02, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SARAH OLIVER WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Sarah Oliver, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed a 365-day probationary period, effective October 2, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Sarah Oliver's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.84 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning October 11, 2018.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1494

Adopted Date October 02, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE PAY INCREASE FOR HANNAH BANK WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Hannah Bank, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed a 365-day probationary period, effective October 2, 2018; and

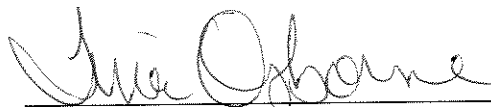
NOW THEREFORE BE IT RESOLVED, to approve Hannah Bank's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.84 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning October 11, 2018.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1495

Adopted Date October 02, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MICHAEL BEERS,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Michael Beers; and

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

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
M. Beers' FMLA file
OMB – Sue Spencer

Resolution

Number 18-1496

Adopted Date October 02, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO MARK JOHNSON,
WITHIN FACILITIES MANAGEMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Mark Johnson;
and

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

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
M. Johnson's FMLA file
OMB – Sue Spencer

Resolution

Number 18-1497

Adopted Date October 02, 2018

DESIGNATE FAMILY MEDICAL LEAVE OF ABSENCE TO GLENN MCKEEHAN, WITHIN
THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is necessary to designate a Family Medical Leave of Absence for Glenn McKeehan;
and

NOW THEREFORE BE IT RESOLVED, to designate Family Medical Leave of Absence for
Glenn McKeehan for a personal illness not to exceed twelve (12) weeks; pending further
documentation from Mr. McKeehan's physician.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecommunications (file)
G. McKeehan's FMLA file
OMB-Sue Spencer

Resolution

Number 18-1498

Adopted Date October 02, 2018

APPROVE AND AUTHORIZE WARREN COUNTY TRANSIT SERVICE PROGRAM MANAGER TO SIGN THE ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, an electronic signature is required to participate in the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-0123-019-191 with the Ohio Department of Transportation; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize Susanne Mason, as the Program Manager of the Warren County Transit Service, to electronically sign the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-0123-019-191 with the Ohio Department of Transportation, on behalf of the Warren County Board of County Commissioners, as attached and made a part hereof; and

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

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Transit (file)
C/A—ODOT
ODOT



ELDERLY AND DISABLED TRANSIT FARE
ASSISTANCE PROGRAM

GRANT CONTRACT

BETWEEN THE

WARREN COUNTY BOARD OF COMMISSIONERS

AND THE

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

CONTRACT NO. EHTA-0123-019-191

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT
CONTRACT NO. EHTA-0123-019-191

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the WARREN COUNTY BOARD OF COMMISSIONERS agree as follows.

ARTICLE I

DEFINITIONS

The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Transit.

Contract: this Contract, which is identified as Contract No. EHTA-0123-019-191.

Disabled: any person with a mental or physical impairment limiting one or more major life functions as defined by the Americans with Disabilities Act (ADA Act) 49 CFR Part 37.

Elderly: any person 65 years of age or older.

Fiscal Year or FY: the State of Ohio fiscal year, July 1 through June 30.

Grant Contract: a Program grant contract, including but not limited to this Contract.

Grantee: the Warren County Board of Commissioners.

Private Non-Profit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code and is designated by a Board of County Commissioners to provide public transit service.

Program: the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 66 enacted by the 126th Ohio General Assembly which provides state funds for reduced fares.

Project Contractor: an independent supplier of public transit service, whether public, private or private nonprofit, which has an agreement with the Grantee to offer reduced fares.

Public Transit Service: a publicly owned or operated transportation system using buses, rail vehicles or other surface conveyances to provide transportation service to the general public on a regular and continuing basis, and receive State or Federal funding through the Rural Transit Program or the Urban Transit Program.

Reduced Fare: a fare offered by the public transportation system for elderly and people with

disabilities which is no greater than one-half (1/2) the regular adult fare.

Regular Adult Fare: the lowest fare for a one way trip that has a one-half (1/2) fare option for persons who are elderly or for persons who have a disability.

Service Area: Warren County.

ARTICLE II

SECTION 1. PURPOSE OF CONTRACT: The purpose of this Contract is to reimburse public transportation systems who offer reduced fares to the elderly and disabled in accordance with the program policy and procedure.

SECTION 2. SCOPE OF PROJECT: The Grantee shall apply all grant funds provided under this contract to the costs incurred in the provision of public transit service within Warren County.

The Grantee shall undertake reasonable marketing efforts to ensure that elderly people and people with disabilities in the service area are made aware of the reduced fares.

SECTION 3. GRANT FUNDS: ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Twenty-Three Thousand, Two Hundred Eighty-Six Dollars (\$23,286).

Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and shall be required to pay only such amount as it may determine.

Pursuant to Ohio Revised Code (ORC) Section 126.07, this agreement shall be valid and enforceable only if funds are appropriated and the Director of OBM certifies that there is a balance in the appropriation not previously obligated to pay existing obligations. In pertinent part, Section 126.07 states the following:

"No contract, agreement or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations."

Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1 of the program fiscal year.

SECTION 4. METHOD OF PAYMENT TO GRANTEE: ODOT shall pay the Grantee the amount of grant funds specified in Section 3 in accordance with the program policy and procedure.

SECTION 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS: The Grantee and all Project Contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to public transportation systems and public transit service.

SECTION 5.1 OHIO ETHICS LAW: Grantee agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION 5.2 OHIO ELECTIONS LAW: Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION 6. SERVICE CHANGES: The Grantee shall submit to the Administrator a report of all fare changes and any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

The Grantee shall submit all other information requested by ODOT or its agents.

SECTION 7. PROJECT ADMINISTRATION: Upon request by ODOT the Grantee shall return any overpayment of grant funds to ODOT not later than forty-five days after notice by ODOT that an overpayment to the Grantee has occurred.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations, vehicles and facilities of the Grantee and of all Project Contractors.

SECTION 8. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE: The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may affect its ability to carry out its responsibilities in accordance with the provisions of the Contract.

SECTION 9. DEFAULT: Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Contract or of any other grant contract entered into between ODOT and the Grantee or failure of any representation made to ODOT by the Grantee in connection with any such contract to be true shall be an event of default, whether or not payment of grant funds has been fully or partially made.

Whenever any event of default has occurred, ODOT may (a) decline to make any further payments under this Contract to the Grantee, and (b) require reimbursement from the Grantee of all or any portion of the grant funds for any period of time that the Grantee has been in default.

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

SECTION 10. NO ADDITIONAL WAIVER IMPLIED: If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 11. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 12. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE: The Grantee hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county, a municipality or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.

SECTION 13. PROGRAM POLICY AND PROCEDURE: The current Policy and Procedure for the Elderly and Disabled Transit Fare Assistance Program as determined by ODOT are incorporated into this grant agreement in its entirety.

SECTION 14. FINDINGS FOR RECOVERY: No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 15. OFFER; EFFECTIVE DATE: When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

SECTION 16. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Grantee affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided ODOT in this Contract. The Executive Order is provided as an attachment and also is available at the following website:

(<http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>).

The Grantee agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form, which is incorporated and becomes a part of this Contract.

SECTION 17. - ASSIGNMENT/DELEGATION: The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 18. MODIFICATIONS: This grant and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.

SECTION 19. INDEPENDENCE OF GRANTEE: In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.

The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 20. CONTRACTS OF THE GRANTEE: The Grantee shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 21. CONTRACT DISPUTE RESOLUTION: In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.

The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.

The Grantee hereby agrees that US DOT and ODOT shall receive, respectively through ODOT, the Federal share and State share of any proceeds derived from any third party recovery.

SECTION 22. DRUG-FREE WORK PLACE: Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23. FEDERAL NONDISCRIMINATION REQUIREMENTS:

Grantee agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR PART 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement. Pursuant to 49 CFR 26.13(b), Grantee agrees not to

discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Grantee agrees to carry out applicable requirements of 49 CFR PART 26 in the award and administration of DOT-assisted contracts. Grantee understands that failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Ohio Department of Transportation deems appropriate.

During the performance of this agreement, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).
3. The CONTRACTOR agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. CONTRACTOR shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the CONTRACTOR's compliance with Title VI.
4. Compliance with Regulations: The CONTRACTOR (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
5. Non-discrimination: The CONTRACTOR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of Sub-contractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph 10 below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
6. Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a sub-contractor, including

procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

7. Information and Reports: The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. Sanctions for Noncompliance: In the event of a CONTRACTOR's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or
 - b. cancelling, terminating, or suspending of the Agreement, in whole or in part.
9. Incorporation of Provisions: The CONTRACTOR will include the provisions of paragraphs one through nine in every sub-contractor, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any sub-contractor or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a Sub-contractor, or supplier because of such direction, the CONTRACTOR may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.
10. During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and CONTRACTOR’s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

SECTION 24. GOVERNING LAWS: This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 25. NOTICE: Notice under this Agreement shall be directed as follows:

IF TO GRANTEE

IF TO ODOT

Warren County Board of Commissioners
406 Justice Dr.
Lebanon, Ohio 45036

Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

SECTION 26. SIGNATURES: Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

The parties have executed this contract as of the day and year last written below.

FOR THE GRANTEE:

By: *S. Mason*

Print Name: Susanne Mason

Title: Program Manager

Date: 10/02/2018

**STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION:**

By: *Jerry Wray*
Jerry Wray, Director

Date: 10/03/2018

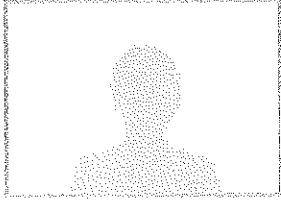
**For Use by Office of Chief Legal
Counsel Only:**

Date Received:

Signature Certificate

Document Reference: 3MLUFNJCX5UUTBXJELYNDM

RightSignature
Easy Online Document Signing

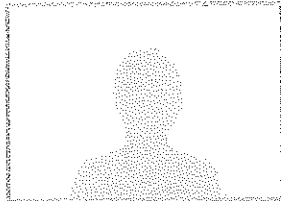


Jennifer Townley
Party ID: WFYPNB144IPITBW8SRZNCY
IP Address: 174.105.73.185
VERIFIED EMAIL: jennifer.townley@dot.ohio.gov

Electronic Signature

Multi-Factor
Digital Fingerprint Checksum

494496d569db03858b85dcdeb3039ad756a4db38



Tom Grossmann
Party ID: UD85ZVI6E3UGM9DS7YPIMM
IP Address: 174.233.10.214
VERIFIED EMAIL: tom.grossmann@co.warren.oh.us

Electronic Signature

Multi-Factor
Digital Fingerprint Checksum

23f1f2a46e374f21a1ba35e9dbbf64704f8de244



Timestamp

2018-10-03 17:18:46 -0700

2018-10-03 17:18:46 -0700

2018-10-03 17:18:27 -0700

2018-10-02 09:14:23 -0700

2018-09-25 12:20:36 -0700

2018-09-24 12:05:12 -0700

Audit

All parties have signed document. Signed copies sent to: Esther Klaus Transit, Jennifer Townley, and Tom Grossmann.

Document signed by Jennifer Townley (jennifer.townley@dot.ohio.gov) with drawn signature. - 174.105.73.185

Document viewed by Jennifer Townley (jennifer.townley@dot.ohio.gov). - 174.105.73.185

Document signed by Tom Grossmann (tom.grossmann@co.warren.oh.us) with drawn signature. - 207.67.36.210

Document viewed by Tom Grossmann (tom.grossmann@co.warren.oh.us). - 174.233.10.214

Document created by Esther Klaus Transit (esther.klaus@dot.ohio.gov). - 156.63.133.8



This signature page provides a record of the online activity executing this contract.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1499

Adopted Date October 02, 2018

ENTER INTO CONTRACT WITH W.G. STANG, LLC FOR THE FY18 DEERFIELD TOWNSHIP- RICH/DAVIS/PRIMROSE INTERSECTION RECONFIGURATION CDBG PROJECT

WHEREAS, pursuant to Resolution #18-1436, adopted September 18, 2018, this Board approved a Notice of Intent to Award Bid for the Fy18 Deerfield Township- Rich/Davis/Primrose Intersection Reconfiguration CDBG Project to W. G. Stang LLC., for a total bid price of \$350,731.00; 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 W.G. Stang LLC., 2403 Jacksonburg Road, Hamilton, Ohio, for a total bid price of \$350,731.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of October. 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KHV

cc: c/a— W.G. Stang LLC
OGA (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 2nd day of October, 201~~8~~⁸, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and W. G. Stang, LLC., doing business as a corporation, hereinafter called "Contractor".

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

"CDBG FY2018 Deerfield Township -

Rich/Davis/Primrose Intersection Reconfiguration Project"

hereinafter called the project, for the sum of Three hundred fifty thousand, seven hundred and thirty one Dollars (\$350,731.00) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. General Contract Conditions
- D. Technical Specifications
- E. Proposal Forms
 - Affidavit of Non-Delinquency of Personal Property Taxes
 - Bid Guarantee and Contract Bond
 - Non-collusion Affidavit
- F. Contract Forms
 - Notice of Award and Acceptance
 - Notice to Proceed and Acceptance
 - Change Order
- G. Conflict of Interest
 - Special Conditions Pertaining to Hazards Safety
 - Standards and Accident Prevention
 - Special Equal Opportunity Provisions (Section 3 Compliance)
 - Certifications of Compliance with Air and Water Acts
 - Architects Certification of Compliance with Minimum Standards for Accessibility by the Physically Handicapped
 - Designers Certification of Compliance with Minimum Standards or Accessibility by the Physically Handicapped
- H. Federal Labor Standards
 - Prevailing Wage Rates

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 by December 1, 2018. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

Upon completion of said project, the CONTRACTOR shall submit an invoice to the OWNER. Upon approval by the Project Engineer, the submittal of a contractor's affidavit, and all prevailing wage reports, the OWNER shall make payment to the CONTRACTOR.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

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

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

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

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

[Signature]
Tom Grossmann

[Signature]
Shannon Jones

David G. Young

ATTEST:

[Signature]
Name

CONTRACTOR

(Seal)

ATTEST:

[Signature]
Name

[Signature]
Name

Member
Title

APPROVED AS TO FORM:

[Signature]
Keith Anderson
Assistant County Prosecutor

[Signature]
Adam Nice

Resolution

Number 18-1500

Adopted Date October 02, 2018

ENTER INTO CONTRACT WITH FORD DEVELOPMENT CORPORATION FOR THE WARREN COUNTY AIRPORT –JOHN LANE FIELD TAXIWAY RAMP PAVING REPAIRS PROJECT

WHEREAS, this Board previously undertook the rehab of the taxiway at the Warren County Airport-John Lane Field; and

WHEREAS, said project inadvertently missed the repairs to the taxiway ramp; and

WHEREAS, said taxiway ramp paving repairs were bid separately; and

WHEREAS, Ford Development Corporation was determined to be the lowest and best bidder by the Warren County Airport Authority Board; and

NOW THEREFORE BE IT RESOLVED, to accept the recommendation of the Warren County Airport Authority Board, to enter into contract with Ford Development Corporation, 11148 Woodward Lane, Sharonville, Ohio 45241 for the Warren County Airport—John Lane Field Taxiway Ramp Paving Project for a total cost of \$49,885.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: C/A—Ford Development.
Airport Authority (file)
Jeff Kramer, Stantec
Al Wolfson, Secretary/Treasurer AAB
OMB Bid file

AGREEMENT

This Agreement, made and entered into this 2nd day of October, 2018, by and between the Warren County Commissioners, 406 Justice Dr., Lebanon, Ohio 45036, acting by and through its President, pursuant to Motion passed by at least a majority vote of its members on 10/2/18, hereinafter designated the OWNER, and Ford Development Corporation, located at 11148 Woodward Ln, Cincinnati, OH 45241, hereinafter designated the CONTRACTOR, acting through its President pursuant to an authorizing corporate resolution. (title)

WITNESSETH:

That the parties to these presents, each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed and do hereby undertake, promise and agree, the OWNER and its successors and assigns, and the CONTRACTOR for itself and its, successors and assigns, as follows:

The CONTRACTOR, in consideration of payment at the unit prices submitted in their Proposal dated September 4, 2018 (the total of which is estimated to be \$49,885), to be paid by OWNER to CONTRACTOR, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment to complete the items of work required for the following project: 2018 Improvements To Warren County Airport - John Lane Field (Ramp Pavement Repairs), in accordance with the Plans and with the Specifications and Contract Documents dated August 2018 prepared by Stantec Consulting Services Inc. (attached to and included as part of this Agreement). Final payment will be determined by the sum of the unit prices multiplied by the actual approved number of units for each item of work stipulated, and may be more or less than the total amount estimated above.

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Agreement, according to the true intent and meaning thereof, then the OWNER may avail itself of any or all remedies provided in its behalf in the Agreement and shall have the right and power to proceed in accordance with the provisions thereof. Work shall be completed in accordance with:

1. Materials purchased for use or consumption in connection with the proposed work may be exempt from the State of Ohio Sales Tax as provided for in Section 5739.02 of the Ohio Revised Code and also from the State of Ohio Use Tax, Section 5741.02. Purchases by CONTRACTOR, of expendable items such as form lumber, tools, oils, greases, fuel, or equipment rentals may be subject to the application of the Ohio Sales and Use Taxes. CONTRACTOR shall complete an updated IRS W-9 matching records on file with IRS.
2. CONTRACTOR hereby agrees to hold the OWNER free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of CONTRACTOR, its subcontractors, agents or employees.
3. CONTRACTOR agrees to pay each subcontractor under this prime Agreement for satisfactory performance of its Agreement no later than fourteen (14) days from the receipt of payment from OWNER for the work completed by the subcontractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER.
4. CONTRACTOR certifies that they have not been disbarred or otherwise prohibited by any federal, state or local governmental agency, authority or contracting party from entering into an Agreement for, or performing work on, the Project.
5. CONTRACTOR is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should CONTRACTOR encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, they shall immediately cease operations in that location and notify the OWNER. OWNER will immediately investigate contractor's finding and OWNER will direct CONTRACTOR to either resume their operations or to suspend operations as directed. Should OWNER order suspension of CONTRACTOR'S operations in order to protect an archaeological or historical finding, or order CONTRACTOR to perform extra work, such shall be covered by an appropriate Agreement modification. If appropriate, the Agreement modification shall include an extension

of the time for performance in this Agreement.

6. Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both OWNER and CONTRACTOR that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.
7. For and during the term of this Agreement, CONTRACTOR shall maintain liability insurance in the amount specified in the Contract Documents.
8. This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.
9. This Agreement shall be governed by the laws of the State of Ohio. All claims, counterclaims, disputes, interpretations, and other matters in question between OWNER, its agents and employees, and CONTRACTOR arising out of or relating to this Agreement or its breach shall exclusively be the Warren County, Ohio Court of Common Pleas, and CONTRACTOR waives the right to remove or initiate any action in any federal court.
10. The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.
11. All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.
12. The Contractor understands and agrees that time is of the essence for completion of the Project and that the Owner will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$1,200 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:
 - a. the Owner has the right to deduct from any moneys due the Contractor the amount of said liquidated damages; and
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

Attest:

[Signature]
Laura Lander

WARREN COUNTY COMMISSIONERS (OWNER)

By: [Signature]

Name: Tom Grossmann

Title: President

Date: 10/2/18

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
Laura Lander

By: [Signature]

Name: Shannon Jones

Title: Commissioner

Date: 10/2/18

FORD DEVELOPMENT CORPORATION (CONTRACTOR)

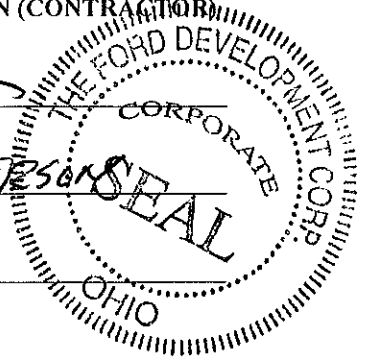
[Signature]
Christine Dubler
Denise Jaeman

By: [Signature]

Name: ROBERT HENDERSON

Title: PRESIDENT

Date: 9-11-18



Auditor
TREASURER'S CERTIFICATE: I, Matt Nolan, Warren County ~~Treasurer~~ *Auditor*, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in its Treasury or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

By: *Matt Nolan*
~~Treasurer~~ *Auditor*

Date: 10/2/19

APPROVED AS TO FORM:

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

By: *Bruce A. McGary*, *Asst. Pros.*
BRUCE A. MCGARY, Asst. Prosecutor

Resolution

Number 18-1501

Adopted Date October 02, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPAIR TO THE BRIDGE CULVERT AT THE EAST STREET ENTRANCE

WHEREAS, erosion is undermining the pavement and causing a safety hazard for the traffic and pedestrians at the East Street entrance; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate repair to the bridge culvert and approve purchase order #25427 to The Lusk Group in the amount of \$11,711.70 for said emergency repair.

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Facilities Management (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1502

Adopted Date October 02, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A REAL ESTATE PURCHASE CONTRACT WITH THE CITY OF LEBANON RELATIVE TO A PORTION OF THE PROPERTY LOCATED AT 601 NORTH BROADWAY, LEBANON, OHIO

BE IT RESOLVED, to authorize the President of this Board to sign a real estate purchase contract with the City of Lebanon relative to a portion of the property located at 601 North Broadway, Lebanon, Ohio; said contract attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: c/a—City of Lebanon
Commissioners file
T. Zindel
M. Russell

REAL ESTATE PURCHASE CONTRACT

Industrial – Investment – Commercial

DATE: August __, 2018

1. PROPERTY DESCRIPTION: Buyer offers to purchase from Seller, the following described Real Estate (the "Real Estate") including, without limitation, all improvements, fixtures, appurtenant rights, privileges, and easements located in the County of Warren, and the State of Ohio known as:

A tract to be created of approximately 6 acres out of the 16.9160 acre Parent Parcel identified as Parcel #12-06-252-003-, Warren County, the approximate location as depicted on Exhibit A attached hereto, with the exact location and acreage to be determined by Buyer obtaining and filing, at its sole cost, a boundary survey, and metes and bounds description, that satisfies all requirements for filing with the appropriate governmental authorities. Said survey shall also illustrate an easement area for ingress and egress for the existing access drive from Broadway to the remainder of Parcel # 12-06-252-003 that is not a part of the property subject of this Contract, and an easement for stormwater facilities on the property that benefits the property and the Event Center to be constructed on Parcel # 12-06-227-001.

2. PRICE AND TERMS:

The purchase price is: \$210,000.00

Payable as follows: Cash at Closing

3. ADDITIONAL TERMS: See Section 13.

4. CONTINGENCIES:

(a) Environmental Inspection: Within 60 days after the date of legislative approval of this Contract after Seller's acceptance hereof (the "Effective Date"), Seller agrees to permit Buyer, Buyers' lender and the qualified, professional environmental consultant of either of them to enter the property to conduct, at the expense of Buyer, an environmental site assessment. Buyer agrees to pay any litigation expenses, including reasonable attorney fees incurred by Seller, as a result of any claims resulting from such inspection and to indemnify Seller for any resulting damages from such claims, except to the extent arising as a result of any existing conditions on the Real Estate.

If such assessment is obtained and the consultant recommends further inspection to determine the extent of suspected contamination or recommends remedial action, Buyer, at Buyer's option and in Buyer's sole discretion, may notify Seller in writing, within the above-specified period, that the contract is terminated, but Buyer's obligations under this paragraph 4a shall survive.

Buyer is aware that any reference to the square footage of the premises, both the real property (land) and improvements thereon, is approximate. If square footage is a material matter to the Buyer, it must be verified by Buyer, during the inspection period.

(b) Inspection Contingency: Buyer, at Buyer's expense shall have 60 days from and after the Effective Date (the "Inspection Period") to enter upon the Real Estate and conduct such inspections as Buyer may deem appropriate and to determine if the condition and suitability of the Real Estate are satisfactory to Buyer. Buyer will keep the Real Estate free from liens arising out of Buyer's inspection, pay all expenses incurred in connection with Buyer's inspection, and shall restore any damage to the Real Estate caused by Buyer's inspections, except to the extent arising as a result of existing conditions on the Real Estate. Buyer shall indemnify and hold Seller harmless from and against liability resulting from Buyer's and its agent's inspections, except to the extent arising as a result of any existing conditions on the Real Estate. Any consultant or vendor of the Buyer intending to enter upon the Real Estate shall provide evidence of commercial general liability and worker's compensation coverage before conducting any activities on the Real Estate.

(c) Buyer's performance of the Contract is contingent upon all appropriate governmental authorities granting consent to, and all actions necessary being completed to create for the Real Estate a legally recognized tax parcel with a metes and bounds legal description, suitable under state and county transfer standards for transferability. This contingency must be fulfilled within 90 ~~need insert~~ days from and after the Effective Date.

(d) Buyer shall have the right to terminate this Contract by written notice to Seller given on or before the last day of the Inspection Period or other stated deadline within a contingency if any of the inspections or the condition or suitability of the Real Estate are not satisfactory to Buyer, in Buyer's discretion. Upon such termination (or any other termination by Buyer as permitted under this Contract) the parties shall be relieved of any further liability hereunder, the Earnest Money shall be returned to Buyer and this Contract shall be null and void. If Buyer does not give written notice to Seller within the time frames set forth above that the contingencies have been satisfied or that Buyer wishes to terminate this transaction, then the above contingencies are deemed to have been waived.

5. DAMAGE OR DESTRUCTION OF PROPERTY: Risk of loss to the Real Estate shall be borne by Seller until Closing. If any part of the property covered by this contract is substantially damaged or destroyed before this transaction is closed, Seller shall give written notice to Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the property that has been damaged or destroyed. The written notice shall be delivered within forty-eight (48) hours from discovery of the event causing the damage or destruction. Buyer may (a) proceed with the transaction and be entitled to all insurance proceeds, if any, payable to Seller under all policies covering the property, or (b) rescind the contract, by giving written notice to Seller within thirty (30) calendar days after Seller has received written notice of such damage or destruction. If Buyer elects to rescind, then all parties are released from liability and the Earnest Money shall be returned to Buyer. Failure by Buyer to so notify Seller shall constitute an election to waive this right of termination.

6. CONDITION OF IMPROVEMENTS; WARRANTIES: Seller hereby warrants or represents, as indicated hereinafter, to Buyer the following, which warranties or representations shall be reaffirmed in writing at and as of the Closing and shall survive the Closing as hereinafter set forth:

- (i) Seller warrants it is the owner of the Real Estate and has the right and authority to convey and transfer the same to Buyer in accordance with the terms of this Contract.
- (ii) Seller warrants that its architects, engineers, surveyors, contractors, subcontractors, materialmen, laborers and suppliers who have provided labor, materials or services upon the Real Estate prior to the Closing have been or will be paid in full at or prior to Closing.
- (iii) Seller represents that to the best of its knowledge, there are no undisclosed legal or equitable interests in the Real Estate arising out of agreements to which Seller is a party and which (a) are not of record, (b) are not set forth in this Contract, and (c) will be binding

upon Buyer subsequent to the Closing. Without limiting the generality of the foregoing, Seller warrants there are no leases, rental agreements or other understandings pursuant to which any individual or entity has any right to occupy all or any part of the Real Estate, except: there exists a Lease of the property to the Warren County Agricultural Society (aka Warren County Fair Board) which provides a process for Seller to amend such Lease in order to remove the property subject of this Contract from the Lease.

- (iv) Seller has not received any notice from a governmental or quasi-governmental agency which requires correction of any condition applicable to the Real Estate.
- (v) There is no litigation or proceeding pending, or, to Seller's knowledge, threatened against or relating to the Real Estate or the use thereof.
- (vi) Any amounts due to any governmental agency or utility for improvements (including, without limitation, construction of roads and installation of utility lines and facilities) for the Real Estate either have been or will have been paid by Seller when due. To Seller's knowledge, there is not presently pending any special assessments of any nature with respect to the Real Estate or any part thereof, and Seller has received no notice of such special assessment being contemplated.
- (vii) The person executing this Contract on behalf of Seller is duly authorized by Seller to execute this Contract on behalf of Seller, and all actions necessary to be taken by Seller to enter into and to perform this agreement have been taken by Seller.
- (viii) To the best of Seller's actual knowledge, Seller has not at any time engaged in or permitted any use, operations or activities upon any part of the Real Estate for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation or disposal of any hazardous or toxic substance or waste which is or may be in the future regulated under CERCLA, 42 U.S.C. 9601 et seq. or RCRA, 42 U.S.C. 6901 et seq., or any other federal, state or local law or regulation, and Seller has no knowledge of any such hazardous or toxic substance or waste being located in or on the Real Estate.
- (ix) Seller represents that the Real Estate has full access to public right of way and that there are no strips of land owned by third parties separating the Real Estate from the public right of way.

7. EVIDENCE OF TITLE: Buyer shall obtain, at its sole cost, an owner's title insurance commitment and ALTA policy in the amount of the purchase price. The title evidence shall show in Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record as of the Effective Date; and (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record (the "Permitted Exceptions"). Buyer shall pay any additional costs incurred in connection with mortgage title insurance issued for the protection of Buyer's lender. If Buyer or Buyer's lender or title company desires a survey, Buyer shall be solely responsible for the costs of the survey. If title to all or part of real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if the title commitment or survey obtained by Buyer are unacceptable to Buyer in any manner, Buyer may terminate the Agreement by written notice to Seller prior to the expiration of the Inspection Period and the provisions of the next-to-last sentence of Section 4(b) shall apply. At Closing, Seller shall sign an affidavit with respect to off-record title matters in accordance with title industry custom.

Buyer shall be solely responsible for the base policy coverage for the applicable ALTA policy, as well as the cost of any coverage that requires additional premium for endorsements or the deletion of any standard exceptions.

8. TAXES AND ASSESSMENTS: At Closing, Seller shall pay or credit on purchase price all real estate taxes and assessments that are a lien for calendar year 2018 based on the most recent tax bills, prorated through date of Closing and based on a 365-day year. At Closing, Seller shall also pay or credit on purchase price all other unpaid real estate taxes and assessments (including without limitation penalties and interest) that are a lien for years prior to the calendar year in which Closing occurs. Seller has received no written notification from public authority or owner's association of future improvements that would result in costs being assessed against the Real Estate. Real estate taxes and assessments are subject to retroactive change by government authority. The real estate taxes for the Real Estate for the current tax year may change as a result of the transfer or as a result of a change in the tax rate. Seller shall credit against the purchase price at Closing the estimated amount of the recoupment, if any, which would become due if the Real Estate were immediately converted to a non-agricultural use. A part of the property consisting of 1.8 acres is exempt from real property taxes. Buyer will be solely responsible for paying all real property taxes that accrue after date of closing unless an exemption is granted by the Ohio Department of Taxation. Buyer shall be solely responsible for filing an application and obtaining exemption of real property taxes for Buyer's exempt use of the property after date of closing.

9. CLOSING AND POSSESSION: This Contract shall be performed and this transaction closed on or before the thirtieth (30th) day after the expiration of the Inspection Period (the "Closing") unless the parties agree in writing to an extension. Buyer is entitled to possession at Closing. At the time Seller delivers possession, the Real Estate will be in the same condition as the date of acceptance of this Contract, except as provided in the Damage or Destruction of Property paragraph #7, normal wear and tear excepted. At closing, Seller shall convey to Buyer marketable title (as described in paragraph #7) to the Real Estate by deed in fee simple by transferable and recordable limited warranty deed in fee simple, subject only to the Permitted Exceptions which shall include easements provided for herein, and shall execute such other documents reasonably required by the title company or Buyer to consummate the transactions contemplated hereunder. Seller's attorney shall prepare and deliver the deed at closing which shall be acceptable to Buyer and its title company. The transaction shall be exempt from a conveyance fee pursuant to section 319.54 (G)(3) of the Ohio Revised Code [a conveyance to or from a political subdivision of the state]. Buyer shall be solely responsible for all closing costs unless otherwise provided in this Contract.

10. DISCLOSURES: This contract constitutes the entire agreement and no oral or implied agreement exists. Any amendments to this contract shall be in writing, signed by Buyer(s) and Seller(s) and copies provided to them. This contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the Closing.

11.1 The Buyer has been given the opportunity to examine the Real Estate and in making this offer shall rely solely upon the Buyer's inspections and/or tests with reference to the condition, character, and size of the property.

11. PROVISIONS REGARDING THE BROKERS:

(a) The parties acknowledge that there are no other Broker(s) involved in this transaction except as follows:

Buyer None

Seller None

12. MISCELLANEOUS: This Real Estate Purchase Contract and the parties performance is contingent upon:
a) the parties obtaining legislative approval for the transfer of the Real Estate to Buyer (the parties shall begin the legislative process upon mutual execution of this Contract); b) Seller obtaining an amendment to the existing Lease with the Warren County Agriculture Society (aka Warren County Fair Board) to remove the property from the Lease (Seller shall begin the process to amend the said Lease upon mutual execution of this Contract); c) Buyer is acquiring the property, as-is and where-is with all improvements thereon – Seller shall not be responsible for removing any improvements (including without limitation the dwelling); d) the deed shall contain language that: i) limits the use of the property to any use for municipal purposes; and, ii) grant to Seller a right of first refusal to repurchase the property, should Buyer elect to sell the property, for the same purchase price provided for herein in the event Buyer has not improved the property with a Fire Station or with any structures used for municipal purposes, or for the current fair market value as determined by commercially reasonable methods in the event Buyer has improved the property with a Fire Station or any structures used for municipal purposes; e) The dwelling located on the property is vacant and has not been used as a residence thus Seller has no obligation to provide Buyer with a Residential Property Disclosure form or a Lead-based Paint Disclosure form and pamphlet); f) Buyer shall maintain connectivity of the existing access drive through said property to the remaining portion of Parcel # 12-06-252-003 during construction and after the site develops by virtue of the easement reserved in the body of the deed (as referenced in paragraphs 1 & 10 above) with commercially reasonable terms and with liability items addressed by Seller's insurance; and, g) an easement and joint construction and maintenance agreement for a stormwater retention or detention and other facilities, as applicable, on the property that benefits the property and the Events Center to be constructed on Seller's Parcel # 12-06-227-001

13. SIGNATURES: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manual signed documents shall be valid for deeds or other documents to be delivered at Closing. For the purposes of this provision, "contract documents" do not include voice mail or email messages.

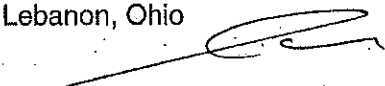
14. NOTICES: Any notice required or permitted to be given to a party under this Contract shall be deemed given when deposited with an overnight courier or mailed by U.S. certified or registered mail, postage prepaid, addressed to the address provided below that party's signature line.

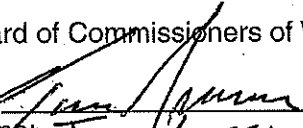
Buyer makes this offer on this 26th day of Sept., 2018.

Seller accepts this offer on this 2 day of October, 2018.

City of Lebanon, Ohio

Board of Commissioners of Warren County, Ohio

By: 
 Name: Scott Brunke
 Its: City Manager

By: 
 Name: Tom Grossman
 Its: President

Address: 50 South Broadway
 Lebanon, Ohio 45036

Address: 406 Justice Drive, Lebanon, OH
45036

Name of Buyer's Attorney: Mark Yurick, City
Attorney of Lebanon, Ohio

PROPERTY LOCATION: 6 ACRES IN WARREN COUNTY, OHIO

Deed to: _____

Name of Buyer's Attorney: Bruce A. McGary, Asst. Prosecutor

Bruce A. McGary, Asst

Tax mailing address: _____

9/27/18

23360356.1

Exhibit A



Resolution

Number 18-1503

Adopted Date October 02, 2018

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO THE MASTER SERVICE AGREEMENT WITH SECURE CYBER DEFENSE, LLC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Secure Cyber Defense, LLC provided response to Request for Proposals, Resolution 18-0827 dated May 24, 2018, for Next Generation Firewall Systems for the Warren County Public Safety Systems; and

WHEREAS, Warren County Telecommunications desires Secure Cyber Defense, LLC to perform such services as outlined in the Master Services Agreement attached herein; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into the Master Services Agreement with Secure Cyber Defense, LLC on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Secure Cyber Defense, LLC
Telecom (file)

Warren County NGFW RFP Scoring, Rankings and Choice

Based upon final rankings by Dustin Flint and Daniel Bunning, our top vendor was Secure Cyber Defense and the Fortinet solution.

The scoring was based on the following system, to account for percentage weights of the Final Evaluation Method criteria:

4 Vendors Provided a Demo of proposed solution

Vendors ranked 1-4 on each FEM Criteria...4 being highest, 1 being lowest

- Scoring is based on a 100-point system, the higher the score the better.
- Price is 40% of total score.
 - 40 pts out of 100.
 - 40/4 equals 10.
 - Each Vendor ranking will be multiplied by 10 to give them a total point value on Price
- Robustness of Design is 15% of total score.
 - 15 pts out of 100.
 - 15/4 equals 3.75
 - Each Vendor ranking will be multiplied by 3.75 to give them a total point value on Robustness of Design
- Technical Requirements and Functionality is 15% of total score.
 - 15 pts out of 100.
 - 15/4 equals 3.75
 - Each Vendor ranking will be multiplied by 3.75 to give them a total point value on Technical Requirements and Functionality
- Vendor Qualifications is 15% of total score.
 - 15 pts out of 100.
 - 15/4 equals 3.75
 - Each Vendor ranking will be multiplied by 3.75 to give them a total point value on Vendor Qualifications
- Maintenance, Support, and Serviceability is 15% of total score.
 - 15 pts out of 100.
 - 15/4 equals 3.75
 - Each Vendor ranking will be multiplied by 3.75 to give them a total point value on Maintenance, Support, and Serviceability

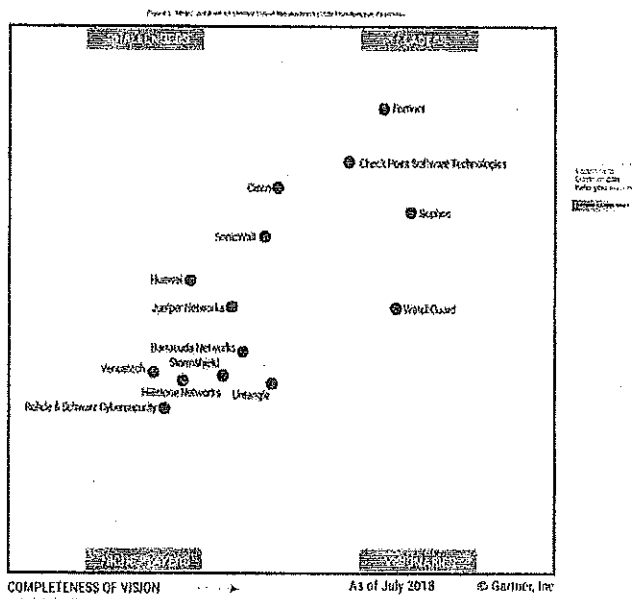
*Rounding to be done to 3 decimals places.

Below is the after Demo and Review pricing that was used for the evaluations, all with the DR solution included:

Company	Total 5 Year Cost
Emerge	115,053.00
Secure Cyber Defense	137,100.00
Global Business Solutions	248,420.00
Encore Technologies	267,766.72

Top Choice Secure Cyber Solutions

We chose Secure Cyber Solutions and the Fortinet solution because we believed it was the best overall solution. Fortinet is often one of the leaders in Unified Threat Management systems and other security platforms on the Gartner Magic Quadrants. Fortinet is also a recommended NGFW solution by NSS Labs.



We thought the administration of the total system was superior to the other solutions that we saw during the demos. While not a requirement, we liked that the bundle proposed for the Fortinet NGFW system included features like antivirus, web filtering, and sandbox services.

The Secure Cyber Defense proposed solution was not the lowest cost solution. It was the second lowest cost, based on after Demo and Review pricing. In our opinion it offered more functionality and features than the lowest priced Cisco solution. Even despite not being the lowest cost solution, it still finished at the top of our rankings. The cost to add those options and features to the lowest cost Cisco solution, and

to also bring that solutions support to an even level with the Fortinet solution at 24x7, instead of 8x5NBD; would in fact raise the total cost of that solution to higher level. We however are not certain how dramatic that rise would be.

The negotiated price of the Secure Cyber Solutions has a total 5 Year price of \$254,500. While the hardware solution in the original proposal by Secure Cyber Defense met RFP requirements, Warren County Telecommunications decided to opt for a higher-level model of the Fortigate Firewall; going from a Fortigate 800D to a Fortigate 1200D. This was done with performance, functionality, and future considerations in mind. It also, moves the model from a mid-range line one, to a high-end line one. This total also includes 1 year of Monitoring/Alerting Analysis by Secure Cyber Defense. This was done for Telecommunications to have a partner in working to keep Warren County Telecommunications and its networks secure. This service is optional and can be renewed on a yearly basis.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into effective on 24 September, 2018 ("Effective Date") by and between Secure Cyber Defense, LLC, an Ohio limited liability company with a principal place of business at 31 S. Second Street Suite 202 Miamisburg OH 45342 ("Vendor"), and the "Customer" Warren County Board of County Commissioners located at 500 Justice Drive Lebanon OH 45036. Secure Cyber Defense and Customer may be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, Customer desires to engage Secure Cyber Defense to perform certain professional services as defined herein; and

WHEREAS, Secure Cyber Defense desires to perform such services for Customer.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, Secure Cyber Defense and Customer agree as follows:

1. Services and Statements of Work

- a. Customer and Secure Cyber Defense desire to provide a means by which Customer can engage Secure Cyber Defense to perform certain services ("Services") for Customer through its employees, contractors and consultants, as described in each applicable statement of work ("Statement of Work" or "SOW"), upon the terms and conditions specified herein.
- b. All work shall be performed on either a fixed price or a time & materials/labor hour basis as set forth in the applicable Statement of Work. No work shall be performed until a Statement of Work governing the work has been executed. All Statements of Work shall be consecutively numbered as Attachment A-1, A-2 and so forth, or otherwise uniquely identified as appropriate.
- c. Each Statement of Work shall include, as applicable, a complete and detailed description of the project which Customer wishes Secure Cyber Defense to undertake and the proposed objectives (provided by Customer), the assumptions upon which the SOW was developed, anticipated milestones (if applicable), expected deliverables, ramp-up and completion schedule, knowledge transfer plan, and pricing for such project. A Statement of Work shall provide specifications for Services and deliverables to be provided thereunder (the "Specifications"). For the avoidance of doubt, Secure Cyber Defense shall not perform any Services except under an executed Statement of Work, and Customer shall be under no obligation to pay for any services performed or expenses incurred by Secure Cyber Defense that were not authorized in a Statement of Work, except, in cases where with an email authorization was provided by the Customer to start requirements gathering, and certain analysis and preparation work prior to or for the development of the Statement of Work, and all such work shall be incorporated in the final Statement of Work and paid by Customer.
- d. All Statements of Work must be signed by both Parties. All properly executed Statements of Work constitute a material part of this Agreement and are incorporated by reference into this Agreement. In the event of a conflict between Statements of Work, the last properly executed Statement of Work shall govern. This Agreement shall govern over all Statements of Work in the event of a conflict.

2. Changes to Statements of Work: Each party may request changes that affect the scope or duration of the Services relating to any Statement of Work, including changes in the Specifications and deliverables. Each party also may request a change in the schedule without changing the scope of the applicable Statement of

Work. If a party requests any such change, Secure Cyber Defense shall notify Customer if it believes that an adjustment in the fees to be paid to Secure Cyber Defense with respect to the applicable Statement of Work, or an adjustment to the applicable Schedule, is required. The parties shall then negotiate in good faith a reasonable and equitable adjustment in each or any of the applicable fees, deliverables, services, schedule or Specifications. Secure Cyber Defense shall continue to perform pursuant to the existing Statement of Work, and neither party shall be bound by any change requested by the other party, until such change has been accepted in writing by the other party.

3. Compensation and Invoicing

- a. Secure Cyber Defense shall be compensated for Services according to the rates or fees set forth in the applicable Statement of Work.
- b. Unless set forth as otherwise in the applicable Statement of Work, Secure Cyber Defense will invoice Customer following completion of the engagement.

4. Payment: Unless otherwise set forth in an applicable Statement of Work, payment shall be due within thirty (30) days of receipt of invoice.

5. Out-of-Pocket Costs: Except as otherwise set forth in this Agreement, prices quoted for Services do not include out of pocket expenses.

6. Taxes: Paragraph not used.

7. Term and Termination

- a. **Term.** This Agreement shall commence as of the Effective Date specified above and shall remain in effect until terminated pursuant to the Section 7B, entitled "Termination." Individual Statements of Work shall remain in effect until the period of performance or work described therein is completed according to its terms or it is terminated in accordance with Section 7(B) hereunder.
- b. **Termination.** This Agreement may be terminated for convenience by either Party upon giving thirty (30) days prior written notice to the other Party provided that there are no then-current Statements of Work. Either Party may terminate if the other Party makes an assignment for the benefit of creditors; a receiver is appointed; a petition in Bankruptcy is filed with respect to the Party and is not dismissed within thirty (30) days; or is adjudicated bankrupt. Individual Statements of Work may not be terminated in the absence of default or unsatisfactory performance, unless terminated mutually by the Parties in writing. Except instances of unsatisfactory performance, Customer shall remain obligated to pay for Services performed up to and including the date of final termination, including any notice period. The customer shall also be responsible for the remaining balance of the contract. Customer or Secure Cyber Defense may terminate this Agreement and all Statements of Work hereunder, immediately upon written notice of termination, in the event of a material breach of this Agreement by the other party, if such breach continues uncured for a period of thirty (30) days after written notice of such breach; provided, however, that Customer or Secure Cyber Defense, as applicable, may also choose to terminate only the Statement of Work related to the applicable breach. A final invoice including all unpaid fees and charges for Services performed and expenses incurred prior to and including the effective date of termination shall be generated as set forth in each applicable Statement of Work, and Customer shall pay such bill in accordance with the Payment Section.

8. Relationship of Parties: The Parties agree that the relationship created by this Agreement is that of Customer-independent contractor and is not that of employer-employee for any purpose including employee benefits, taxation, and insurance. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties. Neither party shall have the authority to make any statement, representation nor commitment of any kind, or to take any action that shall be binding on the other party except as authorized in writing by the party to be bound

9. Confidentiality: All Confidential Information supplied by a party (the "Disclosing Party") to the other party (the "Receiving Party") (including Confidential Information disclosed prior to execution of this Agreement) shall remain solely and exclusively the property of the Disclosing Party. Except as expressly authorized herein or by prior written consent of the Disclosing Party, which consent may be withheld in the Disclosing Party's sole discretion, the Receiving Party shall not use or disclose to any third party any of the Disclosing Party's Confidential Information. The Receiving Party shall only disclose the Disclosing Party's Confidential Information to those of its employees and their respective contractors who have a need to know it for the purposes of this Agreement. The Receiving Party shall protect the Confidential Information of the Disclosing Party with the same level of care with which it protects its own Confidential Information, but in no event with less than reasonable care. Each party shall be responsible for any unauthorized use or disclosure of any of the other party's Confidential Information received by it and agents, representatives and consultants. Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that the Receiving Party is required by any applicable governmental authority, subpoena, legal process, etc., provided, however, that in such event, to the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party. The obligations of the Parties under this Section shall survive for one (1) year after termination or cancellation of this Agreement.

10. Notices: All notices required or permitted to be given under this Agreement shall be in writing (effective upon receipt by addressed party) and shall be served by personal delivery or by registered or certified mail, postage prepaid and return receipt requested. If to Secure Cyber Defense, LLC addressed as set forth below:

Secure Cyber Defense, LLC
ATTN: Shawn Waldman
31 S. Second Street Suite 202
Miamisburg, OH 45342
(937) 388-4405

11. Warranties: Secure Cyber Defense warrants to Customer that:

- a. Secure Cyber Defense does not guarantee or warranty against a data breach, hacking or loss or theft of electronically stored information. Secure Cyber Defense will only provide equipment, personnel and other expertise necessary to provide the Services as set forth herein and in the Statement of Work. ~~will provide equipment, personnel and other expertise necessary to provide the Services as set forth herein and in the Statement of Work.~~ Only personnel from Secure Cyber Defense may touch, move, use, alter, change, or modify any equipment or software we deploy in the customer environment for delivery of our services. Written authorization must be obtained from Secure Cyber Defense for any other parties to touch, move, use, alter, change, or modify equipment we deploy into customer's work environment. Any unauthorized use of Secure Cyber's equipment will void all warranties. The customer is also responsible for providing Secure Cyber Defense all relevant network information at the time of implementation. Failure to provide accurate network information shall alleviate Secure Cyber Defense from all liability in the event the customer suffers damages during a cyber incident.
- b. All Services will be performed and delivered by Secure Cyber Defense in a good and workman like manner in accordance with applicable industry standards and practices and the Specifications for such

Services and related deliverables set forth in the applicable Statement of Work.

14. LIMITATION OF LIABILITY: IN NO EVENT SHALL SECURE CYBER DEFENSE BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT UNLESS SUCH DAMAGES RELATE TO BREACH OF CONFIDENTIALITY, WILLFUL TORT OR GROSS NEGLIGENCE.

15. Insurance: Each Party shall maintain adequate insurance protection covering its respective activities hereunder. .

16. Indemnification: Paragraph not used.

17. Governing Law: This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio, excluding its conflict of law provisions. To the extent any suit is filed outside of the Arbitration provision below, the Parties to this Agreement consent to the jurisdiction and venue of the courts in Warren County, Ohio. The Parties to this Agreement agree to waive any defenses based on venue, the inconvenience of the forum, in any suit or action brought in the Warren County Common Pleas Court State of Ohio. This Section shall survive termination of this Agreement. This Section shall survive termination or cancellation of this Agreement.

18. Mediation and Arbitration: Except for claims of non-payment, or claims under Section 9 or Section 10 of this Agreement, any dispute, controversy, or claim arising in connection with this Agreement, must be submitted to mediation before either party initiates litigation of any kind.

19. Section Headings: The section and subsection headings used in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

20. Waiver: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

21. Entire Agreement: This document and its attachments and Statements of Work attached hereto constitute the final and complete agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by both Parties.

22. Assignment: This Agreement covers services which are personal in nature and may not be assigned by either Party, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, provided, however: (a) in case of a merger, consolidation, acquisition, reorganization, or sale of all or substantially all of the assets of one Party; or (b) Customer assigns this Agreement to a parent company, or an Affiliate, or a subsidiary controlled by Secure Cyber Defense, then the assignment shall be automatic, valid and binding between the legal successor of first party (being acquired/merged) and the second Party. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

23. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.


24. **Counterparts:** This Agreement may be executed in any number of copies, each of which shall be deemed an original of this Agreement.

25. **Construction:** The Parties acknowledge and agree that they have participated jointly in the negotiation and drafting of this Agreement, and in the event of an ambiguity or question of intent or a need for interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions on this Agreement.

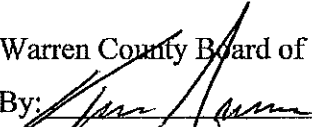
26. **Force Majeure:** Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures ("Force Majeure Event"). Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder or under an SOW for a period of fifteen (15) consecutive days due to a Force Majeure Event, then the other party may terminate this Agreement or the SOW, as applicable, immediately without liability by written notice to the other.

27. **Survival:** Unless stated otherwise in the applicable Section, those Sections of this Agreement which, by their nature, are intended to survive termination shall so survive any termination or cancellation of this Agreement.

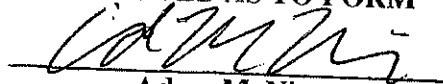
SECURE CYBER DEFENSE

By: 
Name: Shawn Waldman
Title: CEO
Date: 9-24-18

Warren County Board of Commissioners

By: 
Name: Tom Grossmann
Title: President
Date: 10/2/18

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney



**WARREN COUNTY OHIO
REQUEST FOR SEALED PROPOSALS
Next Generation Firewalls**

**--Addendum #3 to Proposal--
9/20/2018**

Prepared by: Shawn Waldman, Secure Cyber Defense, LLC



Budget

All prices listed below are five-year costs. The Monitoring/Alerting and Analysis can be purchased in (1) year increments.

ITEM	COST	Total
(4) FortiGate 1200D's + SFP's	\$55,000 each	\$220,000
(4) FortiCare Five Years 24x7 Support UTM Bundle	-Included-	-Included-
Configuration and Setup of Devices	\$5,000	\$5,000
Onsite Training	-Included-	-Included-
Performance and surety bond	\$3,000	\$3,000
FortiManager – 5 Years 24/7 Support from FortiNet	\$2,500	2,500
5 Year FortiNet Firewall Project Subtotal		\$230,500
Monitoring/Alerting and Analysis by Secure Cyber Defense Year 1 Subtotal	\$24,000	\$24,000
Total		\$254,500
Optional Monitoring/Alerting and Analysis by Secure Cyber Defense:		
Monitoring/Alerting and Analysis by Secure Cyber Defense Due in Year 2	\$24,000	\$24,000
Monitoring/Alerting and Analysis by Secure Cyber Defense Due in Year 3	\$24,000	\$24,000
Monitoring/Alerting and Analysis by Secure Cyber Defense Due in Year 4	\$24,000	\$24,000
Monitoring/Alerting and Analysis by Secure Cyber Defense Due in Year 5	\$24,000	\$24,000
Optional 4 Years Total		\$96,000

****Payment Terms – On contract award, Secure Cyber Defense will invoice Warren County Telecom for the cost of the Hardware, Configuration and Setup and the Surety Bond. Once the firewalls are cutover to live status, we will invoice for the full year of Monitoring/Alerting and Analysis if that option is chosen****

Changed Hardware to 1200D's

The hardware was modified to include the FortiGate 1200D's in order to accommodate (4) 10G ports on each FortiGate. Additionally, we included (4) Copper 10G SFP's as well as (4) 10G Single Mode SFP's at the customer's request.



Time and Materials and Retainer

In the event that the Monitoring/Alerting and Analysis line is not used, and Secure Cyber Defense needs to be maintained on a 24/7/365 retainer, a minimum of 10 hours a month would need to be purchased at a rate of \$250/hr (\$2,500/mo). Unused hours would expire month to month and not be allowed to carryover.

Should Secure Cyber Defense be needed for duties outside of the scope of this agreement, a hourly rate of \$250/hr can be used.

Monitoring/Alerting and Analysis Agreement

Secure Cyber Defense (SCD) will perform the following duties as it related to the service proposed

- **24/7/365 Health Monitoring** – SCD uses a clustered PRTG monitoring system to monitor the health of managed firewalls in the US and Canada. We will continually poll the FortiGate's for health and retain ping/latency/packet loss and bandwidth information on all interfaces for at least 1 year. Should a device become unavailable, we would escalate and begin to call Warren County staff to alert them.
- **External Vulnerability Scans** – On a monthly or quarterly basis, we will scan the external IP address scope for Warren County Telecom and report the results directly to Warren County Telecom staff.
- **Alarm and Logging** – The FortiGate's will transmit logs and health information to our FortiAnalyzer hosted in our Midwest Data Center in real-time. The FortiAnalyzer has thresholds designed to alert the SCD Cyber Intelligence Center (CIC) of potential and in-progress compromise or attack. Should these thresholds be breached, CIC staff will investigate the alarm. Should onsite assistance be needed with the investigation, we will alert and notify Warren County Telecom staff according to the pre-determined escalation path. Logs will be retained for a maximum of 14 days.
- **Reporting** – Every week, SCD CIC will send a health status report of the health of the firewalls and an overall review of the features of the device that have been engaged. This is a historical report and is designed to educate Warren County Telecom staff as to what is going on on the network.
- **Auditing** – On a monthly basis, SCD CIC staff will engage a FortiGate system audit to check for errors on configurations or rules that have not been used. If we detect errors, we will open a ticket to investigate and escalate to Warren County Telecom staff.
- **No Hour Caps** – This service does not have any hour caps so Warren County Telecom staff are encouraged to engage with SCD CIC staff often to assist with Cyber Security needs.

Onsite Training Modification

We removed the cost involved with the onsite training for Warren County Telecom staff. Secure Cyber Defense and FortiNet local staff will deliver training to allow for the day to day training on how to care for and make changes to the device.

Matrix Showing Benefits of Ingress and Egress Changes

The services outlined above in *Monitoring/Alerting and Analysis Defined* shows what is included from the monitoring and alerting standpoint. It was requested that we list the services that are lost when SCD is NOT performing policy changes.



SECURECYBER
D E F E N S E

- **Configuration Backup** – There will NOT be a regular backup of the configuration taken. This will be the responsibility of the client.
- **Change History** – There will NOT be a history available of configuration changes and who made them.
- **Change Verification** – SCD staff would normally place ourselves in a line where we are reviewing the requested change and verifying that it falls within specification and doesn't make the device more vulnerable. If the client is managing changes, this wouldn't happen automatically, but the client would be welcome to open a ticket and ask us to review proposed changes to the device.
- **Scheduled Firmware Updates** – You will not be able to schedule firmware or other updates to the devices. Updates will be manually completed.

RFP Amendments :

1. Changed Hardware to 1200D's
 - The hardware was modified to include the FortiGate 1200D's in order to accommodate (4) 10G ports on each FortiGate. Additionally, we included (4) Copper 10G SFP's as well as (4) 10G Single Mode SFP's at the customer's request.
 - The new hardware still meets all RFP NGFW General Requirements, Technical Requirements, and Licensing Requirements
2. Secure Cyber Defense will not be providing management of the firewall systems
 - There will not be an ingress connection from Secure Cyber Defense to Warren County.
 - Warren County will control all ingress/egress traffic
 - Warren County will forward logging to Secure Cyber Defense for Monitoring/Alerting
3. Secure Cyber Defense will be providing Monitoring/Alerting and Analysis Services
 - **24/7/365 Health Monitoring** – SCD uses a clustered PRTG monitoring system to monitor the health of managed firewalls in the US and Canada. SCD will continually poll the FortiGate's for health and retain ping/latency/packet loss and bandwidth information on all interfaces for at least 1 year. Should a device become unavailable, we would escalate and begin to call Warren County staff to alert them.
 - **External Vulnerability Scans** – On a monthly or quarterly basis, we will scan the external IP address scope for Warren County Telecom and report the results directly to Warren County Telecom staff.
 - **Alarm and Logging** – The FortiGate's will transmit logs and health information to our FortiAnalyzer hosted in our Midwest Data Center in real-time. The FortiAnalyzer has thresholds designed to alert the SCD Cyber Intelligence Center (CIC) of potential and in-progress compromise or attack. Should these thresholds be breached, CIC staff will investigate the alarm. Should onsite assistance be needed with the investigation, we will alert and notify Warren County Telecom staff according to the pre-determined escalation path. Logs will be retained for a maximum of 14 days.
 - **Reporting** – Every week, SCD CIC will send a health status report of the health of the firewalls and an overall review of the features of the device that have been engaged. This is a historical report and is designed to educate Warren County Telecom staff as to what is going on on the network.
 - **Auditing** – On a monthly basis, SCD CIC staff will engage a FortiGate system audit to check for errors on configurations or rules that have not been used. If we detect errors, we will open a ticket to investigate and escalate to Warren County Telecom staff.
 - **No Hour Caps** – This service does not have any hour caps so Warren County Telecom staff are encouraged to engage with SCD CIC staff often to assist with Cyber Security needs.
4. Onsite Training Modification
 - We removed the cost involved with the onsite training for Warren County Telecom staff. Secure Cyber Defense and FortiNet local staff will deliver training to allow for the day to day training on how to care for and make changes to the device.

5. The services outlined above in *Monitoring/Alerting and Analysis Defined* shows what is included from the monitoring and alerting standpoint. It was requested that we list the services that are lost when SCD is **NOT** performing policy changes.
- **Configuration Backup** – There will NOT be a regular backup of the configuration taken. This will be the responsibility of the client.
 - **Change History** – There will NOT be a history available of configuration changes and who made them.
 - **Change Verification** – SCD staff would normally place ourselves in a line where we are reviewing the requested change and verifying that it falls within specification and doesn't make the device more vulnerable. If the client is managing changes, this wouldn't happen automatically, but the client would be welcome to open a ticket and ask us to review proposed changes to the device.
 - **Scheduled Firmware Updates** – You will not be able to schedule firmware or other updates to the devices. Updates will be manually completed.



**WARREN COUNTY OHIO
REQUEST FOR SEALED PROPOSALS
Next Generation Firewalls**

**--Addendum #3 to Proposal--
9/20/2018**

Prepared by: Shawn Waldman, Secure Cyber Defense, LLC



Budget

All prices listed below are five-year costs. The Monitoring/Alerting and Analysis can be purchased in (1) year increments.

ITEM	COST	Total
(4) FortiGate 1200D's + SFP's	\$55,000 each	\$220,000
(4) FortiCare Five Years 24x7 Support UTM Bundle	-Included-	-Included-
Configuration and Setup of Devices	\$5,000	\$5,000
Onsite Training	-Included-	-Included-
Performance and surety bond	\$3,000	\$3,000
FortiManager – 5 Years 24/7 Support from FortiNet	\$2,500	2,500
5 Year FortiNet Firewall Project Subtotal		\$230,500
Monitoring/Alerting and Analysis by Secure Cyber Defense Year 1 Subtotal	\$24,000	\$24,000
Total		\$254,500
Optional Monitoring/Alerting and Analysis by Secure Cyber Defense		
Monitoring/Alerting and Analysis by Secure Cyber Defense Due in Year 2	\$24,000	\$24,000
Monitoring/Alerting and Analysis by Secure Cyber Defense Due in Year 3	\$24,000	\$24,000
Monitoring/Alerting and Analysis by Secure Cyber Defense Due in Year 4	\$24,000	\$24,000
Monitoring/Alerting and Analysis by Secure Cyber Defense Due in Year 5	\$24,000	\$24,000
Optional 4 Years Total		\$96,000

****Payment Terms – On contract award, Secure Cyber Defense will invoice Warren County Telecom for the cost of the Hardware, Configuration and Setup and the Surety Bond. Once the firewalls are cutover to live status, we will invoice for the full year of Monitoring/Alerting and Analysis if that option is chosen****

Changed Hardware to 1200D's

The hardware was modified to include the FortiGate 1200D's in order to accommodate (4) 10G ports on each FortiGate. Additionally, we included (4) Copper 10G SFP's as well as (4) 10G Single Mode SFP's at the customer's request.



Time and Materials and Retainer

In the event that the Monitoring/Alerting and Analysis line is not used, and Secure Cyber Defense needs to be maintained on a 24/7/365 retainer, a minimum of 10 hours a month would need to be purchased at a rate of \$250/hr (\$2,500/mo). Unused hours would expire month to month and not be allowed to carryover.

Should Secure Cyber Defense be needed for duties outside of the scope of this agreement, a hourly rate of \$250/hr can be used.

Monitoring/Alerting and Analysis Agreement

Secure Cyber Defense (SCD) will perform the following duties as it related to the service proposed

- **24/7/365 Health Monitoring** – SCD uses a clustered PRTG monitoring system to monitor the health of managed firewalls in the US and Canada. We will continually poll the FortiGate's for health and retain ping/latency/packet loss and bandwidth information on all interfaces for at least 1 year. Should a device become unavailable, we would escalate and begin to call Warren County staff to alert them.
- **External Vulnerability Scans** – On a monthly or quarterly basis, we will scan the external IP address scope for Warren County Telecom and report the results directly to Warren County Telecom staff.
- **Alarm and Logging** – The FortiGate's will transmit logs and health information to our FortiAnalyzer hosted in our Midwest Data Center in real-time. The FortiAnalyzer has thresholds designed to alert the SCD Cyber Intelligence Center (CIC) of potential and in-progress compromise or attack. Should these thresholds be breached, CIC staff will investigate the alarm. Should onsite assistance be needed with the investigation, we will alert and notify Warren County Telecom staff according to the pre-determined escalation path. Logs will be retained for a maximum of 14 days.
- **Reporting** – Every week, SCD CIC will send a health status report of the health of the firewalls and an overall review of the features of the device that have been engaged. This is a historical report and is designed to educate Warren County Telecom staff as to what is going on on the network.
- **Auditing** – On a monthly basis, SCD CIC staff will engage a FortiGate system audit to check for errors on configurations or rules that have not been used. If we detect errors, we will open a ticket to investigate and escalate to Warren County Telecom staff.
- **No Hour Caps** – This service does not have any hour caps so Warren County Telecom staff are encouraged to engage with SCD CIC staff often to assist with Cyber Security needs.

Onsite Training Modification

We removed the cost involved with the onsite training for Warren County Telecom staff. Secure Cyber Defense and FortiNet local staff will deliver training to allow for the day to day training on how to care for and make changes to the device.

Matrix Showing Benefits of Ingress an Egress Changes

The services outlined above in *Monitoring/Alerting and Analysis Defined* shows what is included from the monitoring and alerting standpoint. It was requested that we list the services that are lost when SCD is NOT performing policy changes.



SECURECYBER
D E F E N S E

- **Configuration Backup** – There will NOT be a regular backup of the configuration taken. This will be the responsibility of the client.
- **Change History** – There will NOT be a history available of configuration changes and who made them.
- **Change Verification** – SCD staff would normally place ourselves in a line where we are reviewing the requested change and verifying that it falls within specification and doesn't make the device more vulnerable. If the client is managing changes, this wouldn't happen automatically, but the client would be welcome to open a ticket and ask us to review proposed changes to the device.
- **Scheduled Firmware Updates** – You will not be able to schedule firmware or other updates to the devices. Updates will be manually completed.



WARREN COUNTY OHIO
REQUEST FOR SEALED PROPOSALS
Next Generation Firewalls



July 12, 2018

William Kelly
Secure Cyber Defense
31 South Second Street Suite 202
Miamisburg, Ohio 45342

Dustin Flint
Warren County Communications
500 Justice Drive
Lebanon, Ohio 45036

Mr. Flint,

Below you will find the proposal prepared by Secure Cyber Defense in response to the Request for Proposal issued by the Warren County Board of Commissioners for Next Generation Firewall Systems. We believe our solution, powered by FortiNet, will meet the RFP requirements and provide enhanced value, while delivering cutting edge security. Our team brings over fifty years of IT and security related experience, that provides best in class service.

Based on the requirements of this proposal, the estimated time to complete this project is ninety days after being notified of award.

Thank you for this opportunity, and we look forward to speaking with you further.

Respectfully submitted,

William Kelly, Chief Operating Officer



TEAM MEMBERS

Company Officials

Shawn Waldman, President

Shawn Walker, Chief Technical Officer

William Kelly, Chief Operating Officer

Account Manger

Shawn Waldman

Project Manager

Shawn Waldman – 10 Years of experience

Similar Past Projects:

- Law firm-Dayton Ohio-approximately 100 employees, 2 locations, transitioned from Sonic Wall to FortiGates
- Aerospace company-Cincinnati Ohio-over 500 employees, 5 locations, transition from Cisco routers to FortiGates
- Sheriff's Office-Dayton Ohio- Oversaw core switching and routing rebuild of regional dispatch center and county jail

System Engineer

Jason Baker, FortiNet-18 years

Support Manger

Shawn Walker

Located at Secure Cyber Defense Corporate Headquarters in Miamisburg Ohio

All Support Team members are located in the Dayton Ohio Region for regular and after-hours support.



SUBCONTRACTORS

Secure Cyber Defense may utilize the services of the following subcontractor to fulfill this engagement:

Multi-Tech Solutions Corp
1821 Hillandale Rd.
Suite 1B-349
Durham, NC 27705
Mark Rose
919-813-2995 X100
mrose@m-tsc.com

Multi-Tech Solutions Corp provides numerous services, including assistance with network, switch, and firewall configuration.

References for Multi-Tech Solutions Corporation

Secure Cyber Defense has utilized the services of Multi-Tech Solutions Corp on multiple occasions. Below are three references:

Ultimus Fund Solutions
Steve Nienhaus, VP of Information Technology
snienhaus@ultimusfundsolutions.com
513-587-3422
Cincinnati, Ohio

Fairview Investment Services
Eric Klein, IT Director
eric.klein@fairviewinvest.com
919-906-9044
Raleigh, North Carolina

Field Aero
Jim Webster, Chief Information Officer
jwebster@fieldaero.com
513-302-8744
Cincinnati, Ohio



VENDOR BACKGROUND INFORMATION

- | | |
|---|--|
| A. Parent Company: | Not Applicable |
| B. Organizational Structure: | Limited Liability Corporation, Sole Proprietorship |
| C. State of Incorporation: | Ohio |
| D. Federal Identification Number: | 47-3183283 |
| E. Business License Number: | 57200759 |
| F. Vendor Experience: | |
| 1. Years company in business in State of Ohio: | 3 |
| 2. Years firm has represented the equipment manufacturer: | 3 |
| 3. Number of systems installed by the proposing office, same model: | 0 |
| 4. Other products/manufacturers represented: | |
| Alien Vault, Trend Micro, Kaseya | |
| 5. Additional background information (optional): | |

While Secure Cyber Defense has not installed this specific device, we have installed approximately fifty FortiNet firewalls all over the United States and Canada, and currently provide monthly management of FortiNet firewalls to thirty-five customers.

MANUFACTURER BACKGROUND INFORMATION

FortiNet

- | | |
|---|----|
| A. Years in business: | 18 |
| B. Filed for any type of bankruptcy: | No |
| C. Years manufacturing proposed system: | 3 |

REFERENCES FOR SECURE CYBER DEFENSE

Ultimus Fund Solutions
Steve Nienhaus, VP of Information Technology
513-587-3422
Cincinnati, Ohio
snienhaus@ultimusfundsolutions.com

Gerimed, GSO
Karen Sims, VP of IT Services
502-423-0351 x 4134
ksims@gerimedgso.com



PROPOSED SOLUTION

This solution will be powered by FortiNet, utilizing FortiGate 800D Next Generation Firewalls. This solution will be deployed as a pair of high availability devices, one set at the main location and the other set at the datacenter. Features of this solution include protection against exploits, malware, and malicious websites using threat intelligence powered by FortiGaurd Labs. FortiGaurd Labs offers real-time intelligence to help protect against the ever-changing threat landscape. These devices will be integrated with our Cyber Intelligence Center where they will be managed and monitored by our security analysts. Integration with our FortiManager and FortiAnalyzer, with Indicator of Compromise, allow for continuous monitoring, as well as notification when a security threat is detected on the network. Alarms produced from devices will be investigated, daily performance checks for health and functionality will be conducted, and updates applied as required. Our intelligence feed is combined with your local network data to allow for quick threat detection, and notification to you when action is necessary. Our center is staffed by analysts to monitor customer environments and respond to threats when they are detected. This integration allows for continuous support by Secure Cyber Defense staff.

This proposal includes all fees related to hardware purchase, installation, configuration, and five years of maintenance and ongoing support. It is estimated it will take approximately ninety days from contract award to deployment and configuration.

All hardware, maintenance, and support will be guaranteed for the life of the contract.

Problem Resolution Escalation

The four FortiGate 800D's proposed in this solution will be configured to be integrated with Secure Cyber Defense's Cyber Intelligence Center. Here devices will be monitored and managed, as well as support tickets submitted and resolved according to the agreed upon service level agreement. Below is our normal response to service tickets:

The Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- *1 hour (during business hours) for issues classified as **Critical** priority.*
- *Within 24 hours for issues classified as **High** priority.*
- *Within 48 hours for issues classified as **Medium** priority.*
- *Within 3 working days for issues classified as **Low** priority.*



The following escalation levels will exist in support of this contract:

- Level 1: Secure Cyber Defense's lead FortiNet Engineer
- Level 2: Secure Cyber Defense's Chief Technology Officer
- Level 3: FortiNet Support Technician
- Level 4: FortiNet Senior Support Technician

Any failure to meet the agreed upon service level agreement for three consecutive months will result in a 10% reduction in the customer's bill for the following three months.

Budget

All prices listed below are five-year costs.

ITEM	COST	Total
(4) FortiGate 800D's	\$6,000 each	\$24,000
(4) FortiCare Five Years 24x7 Support	\$22,900	\$91,600
Configuration and Setup of Devices	\$5,000	\$5,000
Onsite Training	\$13,500	13,500
Performance and surety bond	\$3,000	\$3,000
Subtotal		\$137,100
Monthly Management by Secure Cyber Defense	\$3,000/month	\$180,000
Subtotal		\$180,000
Total Five Year Project Cost		\$317,100



RFP Response Form

Total Cost of core system	\$24,000
Total Cost of Installation and Professional Services	\$5,000
Total Cost of Training	\$13,500
Spares Kit	\$0
System Support and Maintenance Costs Year 1	\$18,320
System Support and Maintenance Costs Year 2	\$18,320
System Support and Maintenance Costs Year 3	\$18,320
System Support and Maintenance Costs Year 4	\$18,320
System Support and Maintenance Costs Year 5	\$18,320
Grand Total including 5 years maintenance and support.	\$91,600

Costs beyond five years would only include the monthly fee to Secure Cyber Defense and annual support contracts for the devices:

Monthly fee to Secure Cyber Defense: \$3,000
Annual support contract per device: \$12,000*

*This estimate is heavily dependent on the length of the renewal contract and number of devices. This number would be lower if renewing multiple devices for multiple years.

Migration Plan

There will not be a direct migration from the old devices to the new FortiGates. The settings in the old devices will be noted for reference, but the configuration for the FortiGates will be brand new.



Project Plan

Task	Resource	Projected Completion
Contract Execution	Customer/SCD	+ 1 Day
Equipment Ordered	SCD	+ 3 Days
Kickoff Call	Customer/SCD	+ 7 Days
Onsite Assessment/Scoping	Customer/SCD	+ 14 Days
Device Configuration	SCD	+28 Days
Staff Training	Customer/Fortinet	+28 Days
Installation Main Office	Customer/SCD	+35 Days
Configuration/Testing Main Officer	SCD	+ 65 Days
Installation Data Center	Customer/SCD	+43 Days
Configuration/Testing Main Officer	SCD	+77 Days
Ongoing Monitoring	SCD	+78 Days
Project Closeout	Customer/SCD	+80 Days

REQUIREMENTS

NGFW General Requirements

1. Vendor is responsible for delivery, installation, setup, and configuration of proposed solution. Vendor will also need to propose plan to, and then migrate from current firewalls. This may include, and is not limited to only firewalls, but any other resources needed for Comprehensive Network Visibility and Unified Threat Management.

COMPLIANT

2. It is preferably that the solution be able to do authentication integration:

- AD
- LDAP
- Radius

COMPLIANT

3. Management of the system needs to be simple, straightforward, and uncomplicated. Also any management or administration of the system needs to be able to be logged.

COMPLIANT

4. Any requirements needed for proposed system management will need to be stated, and can include but is not limited to:

- Servers needed, physical/virtual
- Hardware needed
- Application requirements such as Java, .Net, etc.



COMPLIANT

5. System needs to be able to accomplish logging at the user and application level. System will also need to be able to send these logs to a logging server.

COMPLIANT

6. Be able to provide in-depth reporting

COMPLIANT

7. Hardware needs to be rack-mountable

COMPLIANT

8. Powered by AC power standards

COMPLIANT

9. Ability to utilize both copper and fiber connections via sfp ports, with the sfp modules being supplied by vendor.

COMPLIANT

10. Disaster Recovery

- System Solution needs to include DR capabilities to a geo-diverse datacenter

COMPLIANT

11. System needs to have a life expectancy of 5 years or more after go-live date

COMPLIANT

12. FIPS 140-2 compliant

COMPLIANT

13. Provide NIST Certifications

COMPLIANT

Technical Requirements

1. Stateful packet inspection of at least 1 GB

COMPLIANT

2. Minimum of 10,000 connections per second

COMPLIANT

3. Minimum of 250,000 concurrent sessions

COMPLIANT

4. High Availability

- Zero downtime for upgrades, updates, and patches is preferable

COMPLIANT



5. Fully Redundant
 - Active/Standby functionality or better
 - Monitoring and alerting capabilities for failover/when failover occurs**COMPLIANT**

6. Redundant Power Supplies
 - Monitoring and alerting capabilities for power supply failures**COMPLIANT**

7. VPN capabilities
 - Any open source functionality needs to be disclosed**COMPLIANT-None Used**

8. QoS capabilities
COMPLIANT

9. Encryption
COMPLIANT

10. IDS/IPS
COMPLIANT
 - Provide both IPS and IDS functionality
 - o Ability to provide both active and passive functionality
 - o Be able to turn off/on this functionality on a per network/host/resource basis
 - o Alerting/Monitoring capabilities for IPS and IDS
 - Zero-day detection preferable
 - o Ability to switch between Automatic updates and manual updates
 - o Real-time updates are preferable from viable update service
 - o If there is a subscription cost for definition updates this, it must be included in RFP costs
 - o Alerting/Monitoring capabilities for Zero-Day detection
 - Be able to log all traffic and send to logging server.
 - o Have the ability to turn off logging on a per network/host/resource basis

11. Minimum of 7 usable physical interfaces
COMPLIANT

12. 10GB capable, with at least 2 ports 10 GB
COMPLIANT

13. SNMP capabilities at least version 2 and above compatible
COMPLIANT

14. System-wide Monitoring and Alerting capabilities for hardware/software
COMPLIANT



Licensing

System needs to include any and all modules, licensing, and software
COMPLIANT

Training

1. Administrator training for up to 3 users needs to be included
COMPLIANT
2. Training to occur onsite at Warren County
COMPLIANT
3. Preferable that training occurs before go-live, with a refresher training specific to the system installed after go-live
COMPLIANT

RESUMES FOR TEAM MEMBERS

Shawn Waldman

Summary

Diligent Cyber Security executive proficient in online security research planning execution and maintenance. Adept at training and educating internal users on relevant cyber security procedures and preventative measures. Specialize in network monitoring security software installation and working to prevent cyber attacks especially in business and corporate settings.

Experience

President/CEO Secure Cyber Defense, LLC

October 2014 - Present

I created this company to help educate the public and businesses on the threats of cyber security and how to protect your data and your business. I perform onsite and remote consulting for vulnerability assessments as well as perform end user and IT department security awareness training.

Solution Architect at CenterGrid (formerly AIMS)

October 2013 – October 2014

At CenterGrid I'm responsible for supporting the sales organization from a technical standpoint designing IT solutions for our customer base. I am also actively involved with new product development as well as building out IT security and cyber products to compliment our solutions base.



Training Associate at LEOTTA, LLC.

May 2013 – October 2014

I am currently a Training Associate at LEOTTA specializing in CJIS Security Policy related training for government agencies as well as private companies. You can find out more by visiting the LEOTTA website at <http://www.leotta.co>

IT and Radio Communications Director at Montgomery County Sheriff's Office

May 2009 - October 2013

I oversee all technology operations for the Sheriff's Office including the county wide radio communications system. I manage several data centers, 911 and a large regional dispatch center. Help Desk operations, budgeting, applying technology solutions to business problems, managing and directing IT and Radio Communications staff are all part of my responsibilities.

IT Manager at Five Rivers MetroParks

January 2000 - May 2009

I started as the IT Manger with MetroParks in January of 2000. When I first arrived here, there was no infrastructure built and very few computers. The agency was largely distributed geographically. Today, all 26 facilities are connected and technology has a large presence in the organization.

Police Officer at Clay Township Police Department

September 1998 - December 2000

Patrol Officer responsible for enforcing the laws of the State of Ohio. While there, I co-created the townships drug interdiction unit, was responsible for the creation of a patrol drug K-9 program, received advanced training in drug interdiction, worked closely with the Ohio State Patrol on I-70 to stop the flow of drugs in and through the State. Worked with the advanced traffic unit, performed many DUI arrests and investigated many traffic crashes including fatality accidents.

Park Police Officer at Five Rivers MetroParks

January 1998 - December 1999

Park Police Officer responsible for patrolling and enforcing the laws of the State of Ohio and MetroParks. Made arrests, transported suspects for jail, testified in Court, wrote citations. In the last year of my employment as a Park Officer, I was responsible for designing and implementing



in-car computers for a fleet of 15 marked patrol cars. In Jan of 2000, I moved to IT Manager for MetroParks Public Safety Dispatcher at Montgomery County Sheriff's Office

January 1996 - December 1998

Police/Fire/EMS Dispatcher. Responsible for answering 911 calls for assistance, dispatching police/fire/ems equipment to citizens needing assistance.

Volunteer Experience

Sound Engineer at Real Life Church Springboro OH

February 2013 - Present

Projects

Ohio Tier I Jail Extracts

Members: Shawn Waldman, Charles Crosby, Edward McNachtan, MBA, RoButch Hunyadi, Robert Stuart Partnered with the following Jail Management vendors: (1) Archonix, (2) Global Systems, (3) Intellitech, (4) New World, (5) Norris, (6) Text & Data, (7) Tiburon, (8) Unisys, and (9) Visionare to develop a daily comma delimited SFTP extract for targeted jail management solution for Tier I jails in Ohio. The project went through the entire project life cycle of contracting, business requirements, development and testing through several iterations (i.e., versions). The program also had forty-seven on-boarding projects where the extract was added to the vendor's production application so daily and historical extracts and mug shots could be loaded into the Ohio Courts Network Data Warehouse. A large number of extracts are currently in production and managed on a daily basis by SCO and each vendor to ensure data is updated while others are in various stages within the project lifecycle.

Organizations

Motorola Mobile Data Users Group

Executive Committee Member

May 2010 to May 2013

As an executive committee member I am responsible for monthly committee conference calls with Motorola staff to provide feedback and insight into the mobile data system that my agency represented (High Performance Data).

SpiceCorp of Dayton

Creator and Administrator

November 2010 to September 2013

I organized, planned and maintained the Dayton area regional SpiceCorp users group.

Motorola Mobile Data Users Group



Technology Track Presenter

May 2010 to Present

I have designed and implemented various IT classes for the MDUG Users Group conference that is held yearly at various locations throughout the US. These classes range from monitoring a network, to classes on what the "cloud" is and much more. I enjoy teaching this material every year and keeping it up to date with current industry trends.

US Air Force 88th Air Wing

Cyber Security Presenter

June 2014 to Present

Design and present basic cyber security courses to the Air Force active military and civilian attendees.

Ohio Chiefs of Police Magazine

Article Contribution

January 2014 to March 2014

Contributed article to the Ohio Chiefs of Police Magazine regarding security of Law Enforcement computer systems as it relates to the FBI CJIS security policy.

US AirForce 711th AFRL

Cyber Security Presenter

November 2014 to Present

Design and present basic cyber security courses to the Air Force active military and civilian attendees.

US Secret Service

Cyber Security Presenter

November 2014 to Present

Cyber Security threat briefing for Secret Service local and federal law enforcement partners.

Ultimus Fund Solutions

Cyber Security Presenter

August 2014 to Present

Presenter on a cyber-security panel regarding safeguarding financial networks.



Craig Engelbrecht

Education

The Ohio State University | 2015-2017

- Major: Security and Intelligence
- Minor: Russian
- Related coursework: Counterterrorism, Codebreaking, History of War

Community College of the air force | 2011-2014

- Major: Cyber Security
- Related coursework: S+, A+, Networking

Experience

Network Security engineer | Secure Cyber Defense | May 2017 – Present

- Monitor alarms and alerts for potential threats to customer environments.
- Architect networking and security solutions for 30+ clients in a variety of market sectors.
- Troubleshoot connectivity issues, create VPNs, customize firewall policies and security profiles, and more.
- Perform penetration testing and network security audits for customers and company partner agencies.
- Investigate alarms to discover and mitigate active threats.

Alarms and Video monitor | OSU public safety | May – October 2016

- Monitored alarms and video cameras covering OSU campus.
- Dispatched officers and wrote documentation of events under our jurisdiction.
- Collaborated with Columbus Police Department and FBI on terrorism investigation.
- Used combination of ticket software, journal software entries, and radio communications to document work in alarmed areas, ensuring maximum uptime for our security systems.

Information systems security officer | USAF | March 2011 – August 2014

- Provided a secured Department of Defense (DoD) to NATO cross-domain network links, mitigating cyber threats to the site's billion-dollar infrastructure.
- Inspected hardware for classified environments, allowing their reuse or recycling into other areas of the base.
- Reviewed and archived security audit logs from 450 classified systems running on Windows 2003/2008, Linux Red Hat, Unix Solaris 8/10 and Solaris Tru64.



- Audited and archived security data per month, from 44 different network segments; actions secured vital weapons systems.
- Safeguarded 47 DGS-2 networks against intrusion and insider threats, reviewed and secured security data; ensured 99% uptime for mission critical systems.
- Secondary duties included office safety training and documentation, tracking and maintaining critical media, and supervising new airmen.

SPECIALIZED TRAINING

- FortiNet NSE 4 – June 2017
- Certified Penetration Tester – March 2017
- Certified Ethical Hacker – Feb 2017
- ISSO/IAO Training Class (March 2014): earned 24 CE credits, completing the Continued Education requirement for S+ Certification.
- Network Security Training (May-August 2011): Covered the fundamentals of securing and auditing communication networks; learned critical skills regarding computer maintenance and operation.
- Quarterly Emergency Action Plan reviews; planned for a variety of emergencies and practiced swift reactions under pressure.

Skills & Abilities

Communication

- Communicate directly with customers regarding implementations, trouble tickets, alarms, and proactive work projects.
- Oversaw administrative duties regarding safety incident reports as team leader.
- Implemented weekly safety briefings, dropping safety incidents by 40%.
- Revised and implemented 77 information security standard operating procedures assisting with education and training of both users and system administrators.



Leadership

- Organized volunteer group of airmen in base beautification programs, firearms training and safety courses, and volunteer projects in the local area.
- Trained 20+ persons per month on local and international safety concerns.
- Trained end users in proper use and storage of classified material, updated documentation for annual security training certifications of all users. Security class ran bi-weekly.

General

- 9+ years of experience in customer service.
- 5+ years of experience in networking and network security. Experience with TAILS, Kali, basic programming and scripting, cyber cryptography, SQL, and other security software.
- Prior DoD Top Secret/SCI security clearance – Date of investigation May 2011.
- Removable media management – Tracked 1200+ items for the Intel squadron.
- Trouble ticket management – Used ticket software to receive and dispatch technicians to solve network issues.
- Federal Information Security Management Act (FISMA) compliance.

Jason Baker – CISSP

SUMMARY:

A Certified Information Security Professional with extensive hands on experience designing and implementing technology solutions to meet various security standards. 18+ years of IT security experience in a variety of environments including Government, Health Care, Higher Education and Fortune 50 Financial Institutions.

KEY COMPETENCIES:

- Information Security Architecture Design and Management
- Strategic Technology Testing and Evaluation
- Security Strategy Planning and Execution
- Business Continuity – Disaster Recovery



VENDOR SPECIFIC TECHNICAL EXPERIENCE:

- Network
 - Next Generation Firewall/IPS: FortiNet, Palo Alto Networks, Cisco, Checkpoint, Juniper
 - Email and Web Security: FortiNet, Proofpoint, Symantec, Bluecoat, Forcepoint
 - Advanced Malware Detection: FortiNet, FireEye
 - Network Access Control: Bradford, Aruba, Forescout, Cisco
 - Remote Access: FortiNet, PulseSecure
- Endpoint
 - Application and Device Control – FortiNet, Carbon Black, Cylance, Trend Micro
 - Advanced Malware Detection – FortiNet, RSA, CrowdStrike
- Application
 - Web Application Firewall – FortiNet, F5, Imperva, Radware
 - Cloud Access Security Broker – FortiNet, Netskope, Skyhigh Networks, Imperva
- Data Protection
 - DLP – Symantec, Forcepoint, Intel Security, Digital Guardian
 - Encryption – Gemalto, Venafi, Thales
 - Discovery and Classification – Varonis, Titus
- User
 - Multifactor Authentication – FortiNet, RSA, Gemalto, Symantec
 - Single Sign On – Ping, Okta
 - Privileged Access – CyberArk, BeyondTrust, Centrify
- Situational Awareness
 - SIEM/Analytics – FortiNet, IBM, Splunk, Intel Security, LogRhythm
 - User Behavior Analysis – Exabeam, Vecta Networks

PROFESSIONAL CERTIFICATIONS and EDUCATION:

- Bachelor of Applied Science in Information Systems Security – ITT Technical Institute (2010)
- FortiNet Inc. NSE1, NSE2, NSE3, NSE4 (2017)
- Intrusion Detection In-depth – SANS (2010)
- CISSP #354996 (11/2009 – current)
- Palo Alto Networks CNSE # 4.1-1241 (06/2012)
- FireEye Certified Systems Engineer # 18166 (08/2013)
- Palo Alto Networks CNSE # 5.1-1086 (09/2013)



PROFESSIONAL EXPERIENCE:

FortiNet Inc.

09/16 – current

Systems Engineer:

As a Solutions Engineer with I work closely with the sales organization in all technical matters regarding pre-sales, sales calls, and post-sales for FortiNet’s portfolio of products. Currently I am focused on supporting State and Local Government, Higher Education and K-12 accounts in Ohio, Michigan, Indiana, Kentucky and Western Pennsylvania. Responsibilities include:

- Assist Account Managers in qualifying sales leads from a technical standpoint.
- Act as the main technical resource on sales calls and answer/ educate the customer on issues ranging from features, specifications and functionality to integration.
- Be the lead technical contact for identified accounts for technical issues and will work closely with the technical support team and engineering to answer, elevate and resolve customer's technical issues.
- Provide assistance to identified customers with post-sales training.

Optiv (Accuvant Inc.)

04/13 – 09/16

Solutions Engineer/Architect:

As a Solutions Engineer with Accuvant I work closely with Sr. Client Managers to engage and secure initial business as well as grow new business opportunities within existing clients. I work directly with clients to evaluate their current and future needs around all aspects of information security, and present them with technology and solution recommendations. Additional responsibilities include:

- Assist clients with performing proof of concept testing on various technologies.
- Research emerging technologies and make recommendations for client evaluation
- Perform Security process and tool reviews in client environments
- Serve as subject matter expert for Next Generation Firewall and IPS solutions
- Maintain client relationships by providing support, information, and guidance as well as research and recommend new solutions and services.

Accuvant Inc.

06/12 – 04/13

Principal Consultant – Perimeter Security – Solution Services:

As a Principal Consultant with Accuvant I served as the subject matter expert for perimeter security solutions. I was also responsible for:



- Mentoring and training other Solution Services consultants on perimeter security technologies including Firewalls, IDS/IPS, Content Filtering/Proxies, and network based Anti-Malware solutions.
- Working with clients on a pre and post sales capacity to design and implement perimeter security solutions.
- Analyzing and researching new technologies in perimeter security and developing business offerings around those solutions.

Accuvant Inc.

06/11 – 06/12

Senior Consultant – Solution Services:

As a Professional Services Consultant with Accuvant I work with clients in post-sales capacity as a trusted advisor to design and implement infrastructure security solutions in their environments. Examples of projects completed include:

- Acted as the lead consultant on a 6 month DMZ redesign and network segmentation project for a Fortune 50 financial institution.
- Designed and implemented perimeter security solutions for clients across several industries including retail, service provider, state government and financial institutions.
- Conducted security and configuration audits of existing information security infrastructure and recommended remediation steps necessary to achieve PCI certification.
- Designed and implemented Qradar SEIM solution for a state agency with over 1500 network nodes.
- Installed RSA SecureID solution to support 3500 end users and integrated with existing Cisco VPN appliances for county government client.
- Assisted with rollout of 300 Juniper SRX appliances for one of the nation's largest hotel management chain.

The University of Chicago

05/10 – 6/11

Senior Network Security Engineer:

As the senior network security engineer for the University of Chicago, I was responsible for designing, installing, and managing all firewalls, vpn appliances and IDS nodes on the University network. Additional responsibilities included:

- Project lead for implementation of Juniper SRX firewalls on the University network perimeter.
- Collaborated with Security team to evaluate existing IDS implementation and identify a long term strategy for defense-in-depth.
- Collaborated on design and implementation of Juniper SRX firewall architecture in as part of University data center re-location.



- Designed security architecture for the University Police department to facilitate the rollout of E-911 and Computer Aided Dispatch systems.
- Collaborated on a security strategy for the University's educational center in Beijing, China.
- Design, install and support firewall implementations for various University departments as requested.
- Support existing Cisco ASA firewall infrastructure.

Sedgwick CMS (through acquisition of Xchanging)

05/10 – 8/11

Security Consultant:

As a security consultant for Sedgwick CMS/Xchanging I was responsible for maintaining the network security infrastructure for the U.S. and Australia business units during the transition from Xchanging to Sedgwick.

- Performed network and system audits to ensure PCI compliance for corporate Card Member Services division.
- Designed IDS migration plan from Juniper IDS appliances to Snort/Open Source sensors
- Maintained and supported multiple Juniper SSG firewall clusters, Juniper SA VPN appliances, and Palo Alto Networks Firewalls.
- Other duties related to network security as requested by the client.

Xchanging (through acquisition of Cambridge)

03/08 – 05/10

Manager of Network Engineering/Technical Information Security Officer – Americas:

As Network Engineering Manager and TISO I was responsible for all aspects of the network and security infrastructure including design, installation and day to day support in the U.S. and Australia.

- Manage team of 6 network security engineers in US, UK and Australia
- Identify deficiencies in existing infrastructure and remediate security incidents.
- Assess data classifications and privacy compliance related to HIPAA and PCI standards.
- Enforce existing corporate security policies and procedures, and create and implement new security procedures as necessary.
- Perform network and system audits to ensure PCI compliance for corporate Card Member Services division.
- Designed and installed network and security infrastructure for 8 regional claims centers as part of Xchanging's US realignment.



Cambridge Integrated Services (business unit sold by AON)

01/04 – 03/08

Sr. Network Security Engineer/Team Lead:

Responsible for design, installation and support of global network infrastructure including, but not limited to Checkpoint, FortiNet, Nokia, Cisco, Foundry, Bluecoat, Juniper, RSA and Nortel platforms.

- Maintained and monitored connectivity to 52 remote offices and 14 3rd party clients.
- Performed regular audits of global firewall clusters to ensure configuration and policies complied with corporate security standards.
- Redesigned Cambridge's network to meet PCI security standards for storage of 16-digit credit card numbers.
- Relocated Cambridge's primary data center to an updated facility while maintaining functionality and availability to customers.
- Transitioned Cambridge's legacy WAN to MPLS resulting in \$100,000/year savings.
- Planned and executed yearly disaster recovery tests to ensure business continuity.
- Completed Cambridge's network de-normalization project as part of transition from AON to Scandent.
- Responsible for CAPEX and OPEX budget for network and security infrastructure in US and Australia
- Managed project distribution among 5-7 team members and conducted status meetings to verify target dates and project goals are being met.

Aon/Cambridge Integrated Services

10/01 – 07/04

Sr. Security Engineer/Team Lead: Managed and maintained global internet infrastructure including several core US locations and global locations.

- Worked with Aon Business units to establish technical and budgetary requirements for all projects related to perimeter security across US, Latin America and Australia.
- Managed project distribution amount Internet Services team members and ensure technical and scheduling requirements were being met
- Conducted regular audits of firewalls and policy changes to verify compliance with change management and industry best practices.
- Performed regular security assessments of perimeter and WAN infrastructure and remediated issues as necessary.
- Designed, installed and supported external connections to 3rd party clients out of four major data centers - client connections include dedicated point-to-point circuit access, and VPN access via the Nortel Contivity and Netscreen VPN appliances.
- Project lead for global firewall infrastructure redesign.



Governor's Office for Technology, State of Kentucky (TekSystems) 01/01 – 10/01
Network Security Consultant:

As a Consultant provided technical advice and support for the following technologies and projects:

- Maintained and monitored fifteen high-availability Checkpoint Firewall 1 modules
- Responsible for building and installing additional modules into the existing network structure as needed.
- Configured and applied traffic filters to backbone routers as needed to help maintain a secure environment.
- Assisted in the resolution of open trouble tickets concerning traffic through the Firewalls.
- Responsible for beta test and implementation of statewide Nortel Contivity VPN solution.
- Performed various other duties as requested by customer.

Resolution

Number 18-1504

Adopted Date October 02, 2018

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH JERRY L. AND W. ALEXIN SHAFFER FOR THE NEW BURLINGTON ROAD BRIDGE REPLACEMENT PROJECT

WHEREAS, in order to improve the public safety of New Burlington Road a bridge replacement is to be constructed, and it is necessary to enter onto the property, parcel # 06-25-400-001 located at 7683 New Burlington Road, Waynesville, OH 45068 which is owned by Jerry L. & W. Alexin Shaffer, Grantors; 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:

1. Remove tree, tree trunk, rock pile, and brush as necessary for construction of the bridge.
2. Grade the stream banks on the inlet side to allow farm equipment to cross Shaffer's Run while the bridge is under construction
3. Construct a new bridge.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

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 Jerry L. & W. Alexin Shaffer, for the New Burlington Road Bridge Replacement Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 2nd day of October. 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Shaffer, Jerry L & W. Alexin
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Jerry L. Shaffer and W. Alexin Shaffer, Co-Trustees of the Shaffer Family Revocable Trust Agreement, UTA dated March 12, 2007, whose tax mailing address is 9526 New Burlington Road, Waynesville, Ohio 45068 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety of New Burlington Road a bridge replacement project is to be constructed. In order to construct the bridge it is necessary to enter onto property owned by Grantor. The subject real estate is located at 7683 New Burlington Road, Waynesville, Ohio 45068, identified as Parcel #06-25-400-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove tree, tree trunk, rock pile, and brush as necessary for construction of the bridge.
2. Grade the stream banks on the inlet side to allow farm equipment to cross Shaffer's Run while the bridge is under construction.
3. Construct a new bridge.
4. Grade the channel for proper stream flow.
5. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do 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 New Burlington Road Bridge Replacement Project or until December 31, 2019, whichever comes first.

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IN EXECUTION WHEREOF, Jerry L. Shaffer and W. Alexin Shaffer, Co-Trustees of the Shaffer Family Revocable Trust Agreement, UTA dated March 12, 2007, the Grantor herein, has hereunto set their hands on the date stated below.

Grantor:

Signature: Jerry L. Shaffer

Printed Name: Jerry L. Shaffer

Title: Co-Trustee of the Shaffer Family Revocable Trust Agreement, UTA dated March 12, 2007

Date: 09-13-2018

Signature: W. Alexin Shaffer

Printed Name: W. Alexin Shaffer

Title: Co-Trustee of the Shaffer Family Revocable Trust Agreement, UTA dated March 12, 2007

Date: 09-13-2018

STATE OF Ohio, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 13th day of September, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Jerry L. Shaffer and W. Alexin Shaffer, Co-Trustees of the Shaffer Family Revocable Trust Agreement, UTA dated March 12, 2007, being the Grantor in the foregoing Agreement, and pursuant to the powers and authority granted to them by the said Trust to execute this Agreement on behalf of Grantor, they did acknowledge the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



Patricia S. Hogan
Notary Public, State of Ohio
My Commission Expires
December 26, 2020

Notary Public: Patricia S. Hogan
My commission expires: _____

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution Number 18-1504, dated 10/2/18.

Grantee:

Signature: Tom Grossmann

Printed Name: Tom Grossmann

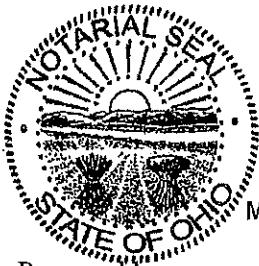
Title: President

Date: 10/2/18

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 2nd day of October, 20 18 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed, and pursuant to the Resolution authorization him to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



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: Adam Nice

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2759
Email: Adam.Nice@co.warren.oh.us

Resolution

Number 18-1505

Adopted Date October 02, 2018

APPROVE EASEMENT ACQUISITION COMPENSATION AND ENTER INTO WATERLINE & APPURTENANCE EASEMENT AGREEMENTS FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENTS PROJECT

WHEREAS, on March 6, 2018 the Board of County Commissioners of Warren County, Ohio adopted Resolution 18-0325 determining the necessity for the appropriation of property for the construction of the Lower Springboro Road Water Improvement Project; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the construction, operation and maintenance of 18,400 feet of waterline extending from Lower Springboro Road near the intersection of Township Line Road to the Village of Corwin; and

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

Parcel #	Owner	Compensation
09-05-152-003	Clark Farm Enterprises, Inc.	\$2,200
09-06-451-003	Clark Farm Enterprises, Inc.	\$200

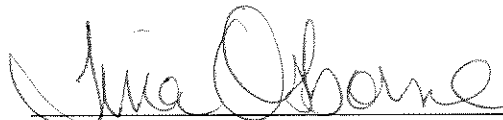
NOW THEREFORE BE IT RESOLVED, to enter into two Easement Agreements with Clark Farm Enterprises, Inc for permanent easements on parcels located along the waterline alignment and approve compensation in the amounts aforementioned. Copy of said agreements are attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Clark Farm Enterprises, Inc.
Easement file
Water/Sewer (file)
Recorder (certified)

Grantor: Clark Farm Enterprises, Inc.
Property Address: St. Rt. 42 Waynesville, OH 45068
Parcel Number: 09-05-152-003 (Pt.)
Auditor's Account Number: 7622503

**EASEMENT & AGREEMENT
FOR WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **CLARK FARM ENTERPRISES, Inc.**, an Ohio for-profit corporation, whose tax mailing address is 2274 East Lytle-Five Points Road, Dayton, OH ~~45459~~⁴⁵⁴⁵⁸ (hereinafter "Grantor"), and the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to grant permanent and temporary easements to allow Grantee and its agents to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove waterlines and appurtenances for the Lower Springboro Road Water Improvement Project within the Lower Springboro Water Improvement Area of the Warren County Water District, the necessity of which has been determined by legislation adopted by Grantee, titled Resolution No. 18-0325, dated March 6, 2018, and other public utility purposes as may be deemed necessary hereafter by Grantor adopting other legislation.

WITNESSETH, that Grantor for and in consideration of Two Thousand Two Hundred Dollars (\$ 2,200.00) and other good and valuable consideration paid by Grantee (for the permanent and temporary easement rights granted herein), the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements (permanent and temporary) in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof (collectively the "Easement Area" or separately as the "Permanent Easement or Permanent Easement Area" and "Temporary Easement Area or Temporary Easement."

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) none.

The Easement Area being granted herein is part of a parcel located in Sec. 5, Town 4, Range 4, Wayne Township, Warren County, Ohio, consisting of 45.523 acres, and being the same premises described in a deed recorded as Doc. # 2016-029618 of the Official Records of the Warren County, Ohio Recorder's Office – said easements are located on and effect only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The Permanent Easement, and the Temporary Easements during their term stated hereinafter, shall be subject to the following rights, restrictions, covenants and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, waterlines and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the described Easement Area which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of waterlines and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the Easement Area as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the Easement Area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a right of entry in, on, over, under, through, across and above the Easement Area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access

shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the Permanent Easement. However, Grantor shall have the right to use the land within the limits of Permanent Easement Area in a manner not inconsistent with the rights conveyed to the Grantee.

The Permanent Easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity.

The Temporary Easements granted herein shall bind and inure to the benefit of the each party hereto and their respective successors and assigns, until such Temporary Easements terminate upon the earlier of the completion of the Lower Springboro Water Improvement Project, or December 31, 2019.

Grantor shall have the right to repurchase the Permanent Easement rights for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the Permanent Easement rights for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal of easement rights in compliance with Ohio Rev. Code § 163.04 (C).

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Easement and Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Easement and Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Michael A. Clark whose title is President, of Clark Farm Enterprises, Inc., an Ohio for-profit corporation, the Grantor herein, has set his/her hand to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers,

or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

SIGNATURE: Michael A. Clark
PRINTED NAME: Michael A. Clark
TITLE: Pres.
DATE: 8/18/2018

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 18 day of Sept., 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Michael Clark, whose title is President, of Clark Farm Enterprises, Inc., an Ohio for-profit corporation whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed, and for the uses and purposes in this instrument.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.



Amanda Viox
Notary Public, State of Ohio
My Commission Expires
November 22, 2021

Notary Public: Amanda Viox
My Commission Expires: Nov 22, 2021

GRANTEE:

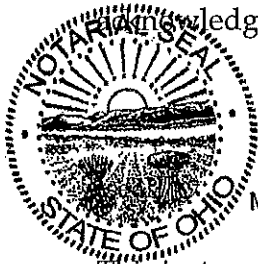
IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1505, dated 10/2/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 10/2/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 2nd day of October, 2018 before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Tom Grossmann, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him to act on its behalf pursuant to Board Resolution Number 18-1505, dated 10/2/18 and while acting in his official capacity, did acknowledge the signing thereof to be his voluntary act and deed.



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

Notary Public: [Signature]
My Commission Expires: 12/26/18

This instrument was prepared by:

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

[Signature]

By: Bruce A. McGary, Asst. Prosecutor

Date: 2/25/18

EXHIBIT "A"

Water Line Easement

Situated in the County of Warren, in the State of Ohio and in the Township of Wayne, and being a part of a 45.523 acre tract of land, as conveyed to Clark Farm Enterprise Inc., by deed as recorded in Deed 2016-029618 of the Official Deed Records of Warren County, Ohio.

Beginning from a point located on the east Right-of-Way line of State Route 42, said point being 90 feet right of station 1015+00 as shown upon Plat Book Vol. 4, Page 104 of the Warren County Ohio Plat Records, said point also being the western boundary of said 45.523 acre tract;

Thence along said east Right-of-Way line N 36°21'44" E a distance of 21.28 feet to a point;

Thence leaving said east Right-of-Way line N 81°21'49" E a distance of 46.10 feet to a point;

Thence S 74°17'45" E a distance of 228.34 feet to a point located on the northerly line of said 45.523 acre tract, said point also being located on the southerly line of a 24.997 acre tract of land conveyed to Little Miami Inc., as recorded in O.R. 1999, Pg. 71 of the Official Deed Records of Warren County, Ohio;

Thence along said northerly line S 68°46'57" E a distance of 77.63 feet to a point;

Thence leaving said northerly line S 66°49'51" E a distance of 253.25 feet to a point;

Thence S 62° 28' 47" E for a distance of 109.45 feet to a point;

Thence S 65° 25' 12" E for a distance of 205.44 feet to a point;

Thence S 58° 20' 31" E for a distance of 129.18 feet to a point located on the easterly line of said 45.523 acre tract, said point also being located on a westerly line of said 24.997 acre tract;

Thence along said easterly line S 32° 02' 10" W for a distance of 20.00 feet to a point;

Thence leaving said easterly line N 58° 20' 31" W for a distance of 127.79 feet to a point;

Thence N 65° 25' 04" W for a distance of 204.84 feet to a point;

Thence N 62° 28' 47" W for a distance of 109.06 feet to a point;

Thence N 67° 26' 38" W for a distance of 336.83 feet to a point;

Thence N 74° 16' 51" W for a distance of 214.37 feet to a point;

Thence S 81° 21' 49" W for a distance of 33.84 feet to a point;

Thence S 36° 21' 50" W, parallel to said east Right-of-Way line, for a distance of 155.39 feet to a point;

Thence N 53° 38' 11" W a distance of 20.00 feet to said east Right-of-Way line and the west line of said 45.523 acre tract;

Thence along said east Right-of-Way line N 36°21'50" E a distance of 142.39 feet and returning to the **POINT OF BEGINNING**, containing 0.5604 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in September 2017 and is further shown on attached Exhibit "B".

In addition to the above described permanent easement, three (3) temporary easements are provided for the purposes of constructing said water main, shown graphically on attached Exhibit "B". These easements expire one (1) year after completion of said water main construction.

The above described water main easement and temporary construction easement is wholly contained within Warren County, Ohio Parcel Identification Number: 09-05-152-003 and is outside of the present road right-of-way.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

JONES/WARNER CONSULTANTS, INC.



Samuel J. Lewis

Ohio Registered Land Surveyor No. 8471

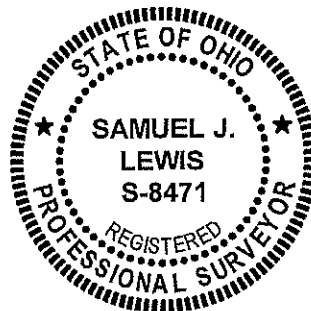
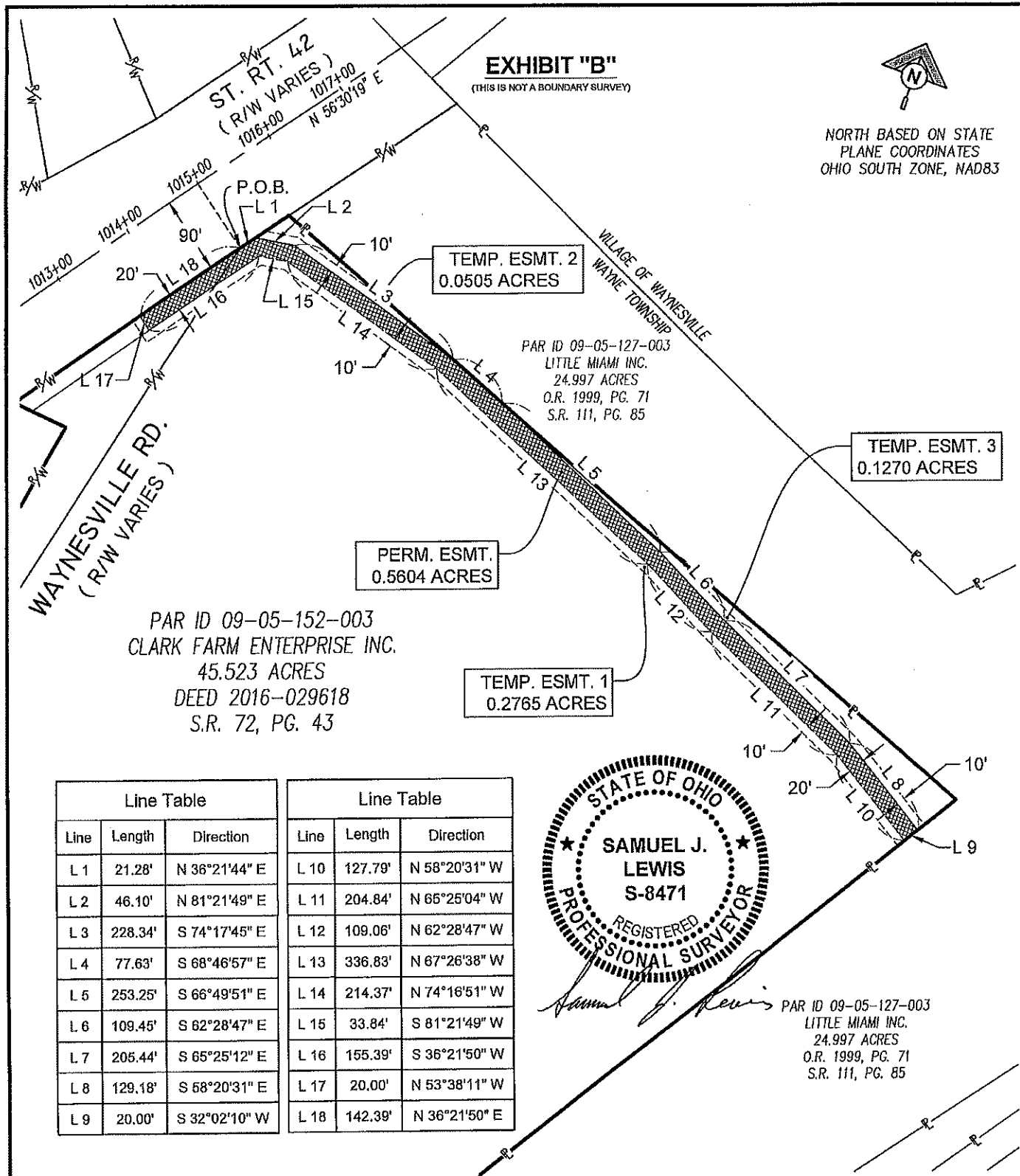


EXHIBIT "B"

(THIS IS NOT A BOUNDARY SURVEY)



NORTH BASED ON STATE
PLANE COORDINATES
OHIO SOUTH ZONE, NAD83

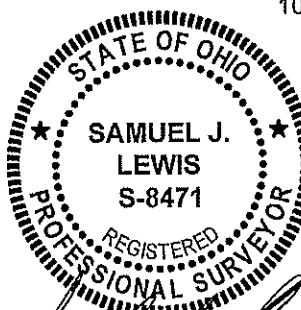


PAR ID 09-05-127-003
LITTLE MIAMI INC.
24.997 ACRES
O.R. 1999, PG. 71
S.R. 111, PG. 85

PAR ID 09-05-152-003
CLARK FARM ENTERPRISE INC.
45.523 ACRES
DEED 2016-029618
S.R. 72, PG. 43

Line Table		
Line	Length	Direction
L 1	21.28'	N 36°21'44" E
L 2	46.10'	N 81°21'49" E
L 3	228.34'	S 74°17'45" E
L 4	77.63'	S 68°46'57" E
L 5	253.25'	S 66°49'51" E
L 6	109.45'	S 82°28'47" E
L 7	206.44'	S 65°25'12" E
L 8	129.18'	S 58°20'31" E
L 9	20.00'	S 32°02'10" W

Line Table		
Line	Length	Direction
L 10	127.79'	N 58°20'31" W
L 11	204.84'	N 65°25'04" W
L 12	109.06'	N 62°28'47" W
L 13	336.83'	N 67°26'38" W
L 14	214.37'	N 74°16'51" W
L 15	33.84'	S 81°21'49" W
L 16	155.39'	S 36°21'50" W
L 17	20.00'	N 53°38'11" W
L 18	142.39'	N 36°21'50" E



Samuel J. Lewis

PAR ID 09-05-127-003
LITTLE MIAMI INC.
24.997 ACRES
O.R. 1999, PG. 71
S.R. 111, PG. 85

PROPOSED WATER LINE EASEMENT WARREN COUNTY BOARD OF COUNTY COMMISSIONERS PID: 09-05-152-003 - CLARK FARM ENTERPRISE INC. (VACANT LAND) STATE ROUTE 42	SCALE: 1" = 150'	JONES WARNER CONSULTANTS, INC. CONSULTING ENGINEERS 8401 CLAUDE THOMAS ROAD, SUITE 51 FRANKLIN, OHIO 45005 PH: 937-704-9888 FAX: 937-704-9849 EMAIL: jwci@joneswarner.com VISIT US AT: JONESWARNER.COM
	DATE: 6/6/18	

Grantor: Clark Farm Enterprises, Inc.
Property Address: St. Rt. 42 Waynesville, OH 45068
Parcel Number: 09-06-451-003 (Pt.)
Auditor's Account Number: 7612656

**EASEMENT & AGREEMENT
FOR WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **CLARK FARM ENTERPRISES, Inc.**, an Ohio for-profit corporation, whose tax mailing address is 2274 East Lytle-Five Points Road, Dayton, OH 45459 (hereinafter "Grantor"), and the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to grant permanent and temporary easements to allow Grantee and its agents to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove waterlines and appurtenances for the Lower Springboro Road Water Improvement Project within the Lower Springboro Water Improvement Area of the Warren County Water District, the necessity of which has been determined by legislation adopted by Grantee, titled Resolution No. 18-0325, dated March 6, 2018, and other public utility purposes as may be deemed necessary hereafter by Grantor adopting other legislation.

WITNESSETH, that Grantor for and in consideration of Two Hundred Dollars (\$ 200.00) and other good and valuable consideration paid by Grantee (for the permanent and temporary easement rights granted herein), the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements (permanent and temporary) in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof (collectively the "Easement Area" or separately as the "Permanent Easement or Permanent Easement Area" and "Temporary Easement Area or Temporary Easement."

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property; and,
- 2) none.

The Easement Area being granted herein is part of a parcel located in Sec. 5, Town 4, Range 4, Wayne Township, Warren County, Ohio, consisting of 60.3860 acres, and being the same premises described in a deed recorded as Doc. # 2016-029615 of the Official Records of the Warren County, Ohio Recorder's Office – said easements are located on and effect only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The Permanent Easement, and the Temporary Easements during their term stated hereinafter, shall be subject to the following rights, restrictions, covenants and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, waterlines and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the described Easement Area which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of waterlines and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the Easement Area as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the Easement Area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a right of entry in, on, over, under, through, across and above the Easement Area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access

shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the Permanent Easement. However, Grantor shall have the right to use the land within the limits of Permanent Easement Area in a manner not inconsistent with the rights conveyed to the Grantee.

The Permanent Easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity.

The Temporary Easements granted herein shall bind and inure to the benefit of the each party hereto and their respective successors and assigns, until such Temporary Easements terminate upon the earlier of the completion of the Lower Springboro Water Improvement Project, or December 31, 2019.

Grantor shall have the right to repurchase the Permanent Easement rights for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the Permanent Easement rights for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal of easement rights in compliance with Ohio Rev. Code § 163.04 (C).

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Easement and Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Easement and Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Michael A. CLARK whose title is President, of Clark Farm Enterprises, Inc., an Ohio for-profit corporation, the Grantor herein, has set his/her hand to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers,

or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

SIGNATURE: Michael A. Clark
PRINTED NAME: Michael A. Clark
TITLE: Pres.
DATE: 9/18/2018

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 18 day of Sept., 2018, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Michael Clark, whose title is President, of Clark Farm Enterprises, Inc., an Ohio for-profit corporation whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed, and for the uses and purposes in this instrument.



Amanda Viox
Notary Public, State of Ohio
My Commission Expires
November 22, 2021

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my Notarial seal, on the day and year last aforesaid.

Notary Public: Amanda Viox
My Commission Expires: Nov 22, 2021

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Tom Grossmann, its President or Vice-President, on the date stated below, pursuant to Resolution Number 18-1505, dated 10/2/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

Signature: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 10/2/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 2nd day of October, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to be Tom Grossmann whose title is President or Vice-President of the Warren County Board of County Commissioners, and pursuant to the authority granted to him to act on its behalf pursuant to Board Resolution Number 18-1505, dated 10/2/18, and while acting in his official capacity, did acknowledge the signing thereof to be his voluntary act and deed.



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

This instrument was prepared by:

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

[Signature]
By: Bruce A. McGary, Asst. Prosecutor
Date: 9/25/18

EXHIBIT "A"

Water Line Easement

Situated in the County of Warren, in the State of Ohio and in the Township of Wayne, and being part of a 60.386 acre tract of land, as conveyed to Clark Farm Enterprises Inc., by deed as recorded in Deed 2016-029615 of the Official Deed Records of Warren County, Ohio.

Commencing from a found axle located at the easternmost corner of said 60.386 acre tract, said axle also being located on the west line of a 73.08 acre tract conveyed to the State of Ohio Department of Natural Resources as recorded in Deed Book 31, Pg. 913 of the deed records of Warren County, Ohio; Thence along the east line of said 60.386 acre tract for the following three (3) courses:

1. Along a curve to the left having a radius of 5,960.22 feet, having a chord bearing S 49°36'08" W, a chord length of 1,283.24 feet, with an arc length of 1,285.73 feet to a point;
2. S 43°25'21" E a distance of 1,111.57 feet to a point;
3. Along a curve to the left having a radius of 5,859.76 feet, chord bearing S 39°59'31" W, chord length of 701.24 feet, with an arc length of 701.66 feet to the **TRUE POINT OF BEGINNING**:

Thence continuing along said east line along a curve to the left having a radius of 5,859.76 feet, chord bearing S 36°27'48" W, chord length of 20.07 feet, with an arc length of 20.07 feet to a point;

Thence leaving said east line N 58°20'31" W a distance of 38.20 feet to a point on the west line of said 60.386 acre tract;

Thence along said west line N 35°11'30" E a distance of 20.04 feet to a point;

Thence leaving said west line S 58°20'31" E a distance of 38.64 feet and returning to the **POINT OF BEGINNING**, containing 0.0176 acres, more or less, subject to all easement, restrictions, conditions and legal highways of record pertaining to the parent tract.

This description is based on a field survey made in September 2017 and is further shown on attached Exhibit "B".

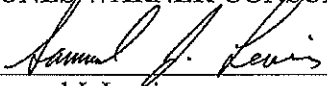
In addition to the above described permanent easement, two (2) temporary easements are provided for the purposes of constructing said water main, shown graphically on attached Exhibit "B". These easements expire one (1) year after completion of said water main

construction.

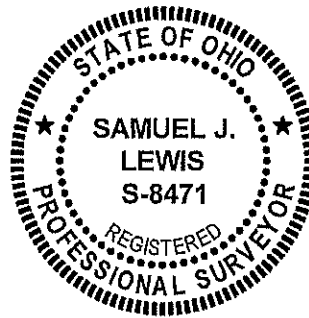
The above described water main easement and temporary construction easement is wholly contained within Warren County, Ohio Parcel Identification Number: 09-06-451-003 and is outside of the present road right-of-way.

The basis of bearings for this description is the Ohio State Plane Coordinate System, South Zone (NAD83).

JONES/WARNER CONSULTANTS, INC.



Samuel J. Lewis
Ohio Registered Land Surveyor No. 8471





NORTH BASED ON
STATE PLANE
COORDINATES
OHIO SOUTH
ZONE, NAD83

EXHIBIT "B"

(THIS IS NOT A BOUNDARY SURVEY)

PAR ID 09-05-127-003
LITTLE MIAMI INC.
24.997 ACRES
O.R. 1999, PG. 71
S.R. 111, PG. 85

Line Table		
Line	Length	Direction
L 1	38.20'	N 58°20'31" W
L 2	20.04'	N 35°11'30" E
L 3	38.64'	S 58°20'31" E

PAR ID 09-06-451-003
CLARK FARM ENTERPRISES
60.386 ACRES
DEED: 2016-029615
S.R. 139, PG. 92

PAR ID 06-21-502-001
STATE OF OHIO, DEPT.
OF NATURAL RESOURCES
73.08 ACRES
D.B. 31, PG. 913

R=5960.22', ARC LEN.=1285.73'
CHD. BEAR. =S 49°36'08" W,
CHD. LEN.=1283.24'

AXLE (Fnd)

P.O.C.

S 43°25'21" E
1111.57'

R=5859.76', ARC LEN.=701.66'
CHD. BEAR.=S 39°59'31" W,
CHD. LEN.=701.24'

LITTLE MIAMI RIVER

TEMP. ESMT. 1
0.0089 ACRES

P.O.B.

R=5859.76', ARC LEN.=20.07',
CHD. BEAR.=S 36°27'48" W,
CHD. LEN.=20.07'

TEMP. ESMT. 2
0.0087 ACRES

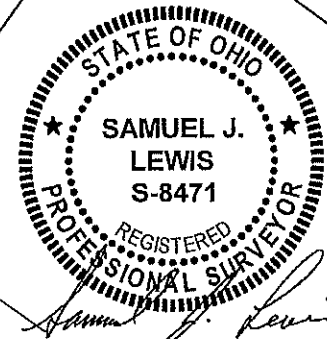
PERM. ESMT.
0.0176 ACRES

WAYNESVILLE RD.
(R/W VARIES)

IP Bent (Found)

MORRIS AVE.
(50' R/W)

IP (Found)



PROPOSED WATER LINE EASEMENT
WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SCALE:
1" = 50'

JONES WARNER CONSULTANTS, INC.
CONSULTING ENGINEERS
8401 CLAUDE THOMAS ROAD, SUITE 51
FRANKLIN, OHIO 45003
PH: 937-704-9868 FAX: 937-704-9949
EMAIL: jwci@joneswarner.com
VISIT US AT: JONESWARNER.COM

PID: 09-06-451-003 - CLARK FARM ENTERPRISES
(VACANT LAND) CORWIN RD.

DATE:
6/11/18

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1506

Adopted Date October 02, 2018

ACCEPT PROPOSAL FROM SCHNEIDER ELECTRIC ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

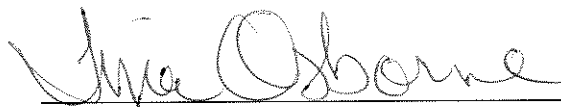
BE IT RESOLVED, accept proposal from Schneider Electric, 9928 Windisch Rd., West Chester, OH 45069 for the HVAC Replacement and Relocation at the Corwin House. Copy attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Schneider Electric
Engineer (file)
Facilities Management (file)

DATE: 9/14/18

To: Justin Kildow
Warren County Facility Management
430 South East Street
Lebanon, OH 45036
Phone: (513) 695-1463
Email: justin.kildow@co.warren.oh.us
Project: Corwin House: HVAC Replacement and Relocation
Labor Reference Index #MMA846, Contract MMA7532
Location: Corwin House, 210 W Main Street, Lebanon, OH 45036

From: Ron Epp
Schneider Electric, Buildings
9928 Windisch Rd
West Chester, Oh 45069
Phone: (513) 770-5716
Email: Ron.Epp@Schneider-Electric.com

Justin,

Schneider Electric proposes to provide labor, equipment and materials required to replace one split system and remove/replace two other systems per description below. All labor included within this proposal is based upon Ohio Index #MMA846, Contract MMA7532.

Our scope of work includes disconnecting (3) roof-mounted condensing units currently setting on angle rack and then re-setting each condensing unit on new support platform. The new support platform shall be provided and installed by others/roofers as directed. All three units will be disconnected and refrigerant will be pumped down and stored. Two of the condensing units will be set aside until new platform is in place. The third unit will be replaced with a new unit. Once platform has been installed, each condensing unit will be set, electrical and refrigerant piping connected and refrigerant re-installed.

The new unit shall replace the existing split system and shall be same 5-ton capacity. We shall provide and install a horizontal gas furnace and evaporator coil and connect to existing supply and return duct. The new condensing unit will be set as described above.

This Proposal Includes:

- (1) 90+ Horizontal Gas Furnace
- (1) 5-Ton Horizontal DX Coil
- (1) 5-Ton Condensing Unit
- (30') Refrigeration line-set
- (1-Lot) Piping for gas Flue and Condensate
- (1-Lot) Sheetmetal adaptors to connect Supply & Return Duct
- Rigging/Crane
- Labor required to Disconnect/Remove Condensing Units
- Labor required to Disconnect/Replace Horizontal Gas Furnace and DX Coil
- Low voltage wiring
- Labor required to Reconnect Condensing Units (Electric & Refrigerant Piping/Refrigerant)
- Project Management Labor
- Mechanical Installation Labor
- Rigging Labor
- System Start-up and Operational Checkout Labor

Clarifications:

1. Construction permits/bonds are *not* included within this proposal if applicable
2. Sales tax is *not* included within this proposal
3. Proposal is based upon Ohio Master Maintenance Agreement Index #MMA846, Contract MMA7532 to the greatest extent possible.
4. All new materials/equipment provided by Schneider Electric shall be warranted against defects in materials & workmanship for a period of (1) one year. Repairs are warranted for a period of 30 days.
5. All work is based upon being performed during normal business hours (Mon-Fri) at standard wage rates.
6. Our proposal does not include provisions and installation of work outside the scope of this quote
7. This quote is valid for 60 days and supersedes any previous quote. Please call if we need to discuss any scope or coordination issues.
8. Payment terms are lump sum Net 30 days from date of invoice.

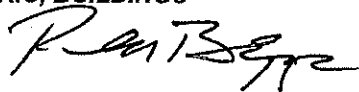
Total Proposed Investment:

\$28,821.00

If you have questions or require clarification please contact me anytime. We sincerely appreciate the opportunity to provide our services for you.

Best regards,
SCHNEIDER ELECTRIC, BUILDINGS

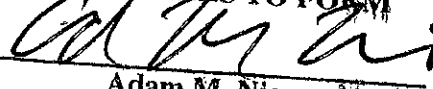
Ron Epp



9/19/18

Service Team Leader
Direct: (513) 770-5716
Cell: (513) 518-3927
Email: Ron.Epp@Schneider-Electric.com

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

TERMS AND CONDITIONS OF SALE

900512PITC R05/19/15

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of Schneider Electric Buildings Americas Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information.

1. Quotations and Acceptance. The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection.

2. Payment. Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties.

To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods.

3. Price and Taxes. The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein.

4. Changes and Claims. All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer.

5. Access and Overtime. This Agreement is based upon the use of straight time labor only during regular working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours, overtime and other additional expense occasioned thereby will be charged to and paid by Buyer.

6. Damage or Loss to Equipment. In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment.

RE
9/19/18
AMN
9/21/18

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

PAIBER

equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller.

7. **Delays.** Buyer shall prepare all work areas so as to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles manufactured by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer. Seller warrants that for equipment furnished and or installed, but not manufactured by Seller, Seller will extend the same warranty terms and conditions which Seller receives from the manufacturer of said equipment.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.
11. **Disputes.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation.

[REDACTED]

RE
9/19/18
AMN
9/21/18

12. **Insurance.** The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given or premium paid by Seller for insurance afforded by others.
13. **Clean Up.** Seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
14. **Severability.** The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.

Paul Berger

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1507

Adopted Date October 02, 2018

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

BE IT RESOLVED, to approve and authorize the President of the Board to enter into an On-the-Job-Training Agreement with the following company, as attached hereto and made part hereof:

Greenpoint Metals, Inc
301 Shotwell Drive
Franklin, OH 45005

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs Warren County
OhioMeansJobs (file)



Butler County
Clermont County
Warren County
A proud partner of the
American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **Greenpoint Metals, Inc (EMPLOYER)** and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on 10/2/18 and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: Greenpoint Metals, Inc
Address: 301 Shotwell Dr, Franklin, OH 45005

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2987

Tyler Presley 9/21/18
Authorized Signature Date

Tom Grossmann 10/2/18
Authorized Signature Date

Tyler Presley HR Generalist
Printed Name and Title

Tom Grossmann, President
Printed Name and Title

Tyler Presley tpresley@greenpointmetals.com
Contact Person and E-mail Address

Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

Adam M. Niece
Asst. Prosecuting Attorney



KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired. -

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

OFFICES OF WARREN COUNTY, OHIO
PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24096 Lebanon, Ohio Date 9/26/18

Vendor Name Greenpoint Metals, Inc. Vendor # 04491 Fund # 258
 Street 301 Motwell Drive Trans. Code _____ Subfund # _____
 City, State, Zip Franklin OH 45005 Prog. Code _____ Function # 5800
 Remittance Address (Required) Class. Code _____ Object # 400
 Street Same Subaccount _____
 City, State, Zip _____

Memo OJT'S Total P.O. Amount 8,000.00

Auditor's Use Only:

QUANTITY	Reimburse DESCRIPTION OF SERVICES	PRICE
	Reimbursement for OJT'S for WIOA participants	8,000.00
	Fed ID# 31-1687147	

OFFICE OR DEPARTMENT
OMJ

SIGNATURE & TITLE
Matt Jolly Director

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

It is hereby certified that the amount (\$) _____ required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of _____

County Commissioners
 (If Applicable)

Fund free from any obligation or certification now outstanding.

Date Posted _____ 20____
 By _____ Deputy MATT NOLAN, AUDITOR Date Approved _____

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION OR TERMINATION OF

Resolution

Number 18-1508

Adopted Date October 02, 2018

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH TALBERT HOUSE (PROVIDER) ON BEHALF OF THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY)


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Talbert House on behalf of the Department of Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Talbert House
Children Services (file)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into by and between the Warren County Children Services hereinafter referred to as "Agency", 416 S. East Street in Lebanon, OH 45036 and Talbert House, hereinafter referred to as "Provider", 759 Columbus Ave., Lebanon, OH 45036.

WHEREAS, the Ohio Attorney General created a pilot program to serve families harmed by parental opioid abuse in southern Ohio, known as the Ohio Sobriety, Treatment, and Reducing Trauma ("Ohio START") program; and

WHEREAS, the purpose of the Ohio START program is to address childhood trauma caused by parental drug abuse and adult trauma that may have led to drug dependency; and

WHEREAS, the Parties will work collaboratively as Family Teams to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program; and

WHEREAS, the Parties have entered into an agreement for the provision of specialized victim services for families participating in the Ohio START program; and

WHEREAS, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Provider may have access to certain child welfare and other information from Agency which is considered confidential information ("Confidential Information"); and

WHEREAS, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Agency may have access to certain healthcare, drug treatment, and other information from Provider which is considered ("Protected Health Information"); and

WHEREAS, the Parties wish to ensure the proper and confidential sharing of the Confidential Information and the Protected Health Information by setting forth the roles and responsibilities of the Parties; and

NOW, THEREFORE, the Parties, in consideration of the mutual promises, agreements and covenants herein contained, agree as follows:

I. PURPOSE OF THE AGREEMENT

A collaborative effort between the Agency and the Provider to improve outcomes for families involved in the child protection system experiencing a primary diagnosis of substance abuse disorder (SUD) and dealing with trauma. Goals of the project are to enhance available therapeutic and drug/alcohol services that include timely assessment and access to treatment, increase parental participation in therapy/treatment, enhance available in home services (if appropriate), reduce out of home placement of children while maintaining safety, and in the event children are removed, reduction of time spent in placement out of the home. Identified activities include the use of the UNCOPE tool for rapid SUD and ACES for trauma screening, early access to services, which include but are not limited to same-day/next assessments, expedited access to MH, SUD, or trauma treatment, in home services (if appropriate), supports designed to engage families, increased case management conducted by a 100% dedicated OH-START caseworker, an

assigned family peer mentor for parents, and judicial oversight on cases referred to Juvenile Court.

II. AGREEMENT OBJECTIVES

The Agency will conduct the UNCOPE on all investigations opened for assessment on or after 04/01/2018. If identified as a potential OH-START case, the 100% dedicated OH-START caseworker will conduct the ACES trauma assessment. A team staffing which includes an Agency Representative, Peer Supervisor, and Caseworker will be held to determine acceptance into the program based on scores and the participant's willingness to participate in the OH-START program. The Provider will provide expedited MH and SUD assessments, access to expedited treatment, and ongoing case management in the home (when identified to be appropriate) of clients referred by the Agency as specified within this MOU.

A. Access to MH/SUD services:

Once a client is accepted into the OH-START program they have the choice of Provider. If Talbert House is selected, the OH-START caseworker will provide and/or assist the client in completion of paperwork packet and can meet the client at the Provider office. The UNCOPE and ACES tools will be provided to Talbert House once the client signs an approved release of information.

1. Same day screenings are available at Talbert House. Open access hours vary by location; Lebanon office (M/W/Th 1pm, Tue & Fri 9am), Franklin office (Tue 1pm, Fri 9am). The caseworker can call ahead if it is known the client will be coming. If the client is unable to be seen that same day for an assessment, or they currently have an open case, Sarah Cadwallader is the contact for scheduling. The OH-START Caseworker will email Sarah at Sarah.Cadwallader@talberthouse.org notifying him of the need for assistance in scheduling an expedited assessment. An assessment will be scheduled within 3-5 business days.
2. Following the MH and SUD assessment, recommendations and treatment will begin within 10 business days.

B. Access to trauma services for children:

C. At this time, Talbert House in Warren County provides limited services to adolescents age 13 and above including; Substance Use Disorder & Mental Health Assessments and Counseling. We collaborate with community providers including Beech Acres to provide medication management and mental health treatment.

D. Team meetings and reports:

1. Appropriate releases of information forms will be signed by the client, Agency, and Provider. Treatment reports from the Provider will be due to the Agency monthly (child, adult MH, or SUD).
2. The Provider will appoint a designee to attend Family Team Meetings which will typically be held at approximately 30 days of the case opening, 90 days of the case opening, or convened during/after a crisis, or relapse. A crisis can be

defined by the client, Agency, or Provider. In the event of a relapse, the Provider will work with the client and Agency to complete a relapse plan.

III. CONFIDENTIAL INFORMATION

For the purpose of performing the Parties' responsibilities under the Ohio START program, the Parties may have access to Confidential Information and/or Protected Health Information. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and Protected Health Information between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and Protected Health Information will be transferred via an agreed upon method of transmission.

IV. RESPONSIBILITIES OF THE PARTIES

- A. Agency agrees to do the following:
1. Transfer Confidential Information to Provider in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
 2. Consult with Provider to ensure the Confidential Information is stored securely.
 3. Use appropriate safeguards in storing Protected Health Information received from Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act ("HIPAA"), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:
 - a. Ensuring confidentiality, integrity, and availability of Protected Health Information stored both in physical and electronic form;
 - b. Protect against any reasonably anticipated threats to the security of the Protected Health Information;
 - c. Protect against any impermissible disclosures of the Protected Health Information;
 - d. Limit access to Protected Health Information to authorized employees of Agency and ensure that Protected Health Information is utilized only according to the Purpose and executed release;
 - e. Track who has accessed Protected Health Information;
 - f. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release;
 - g. Protect Protected Health Information from improper alteration or destruction; and
 - h. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.
 4. Only use the Protected Health Information for the Purpose and for no other reason.
 5. Immediately notify the Provider of any known or suspected unauthorized disclosure of the Protected Health Information.

6. Immediately notify the Provider of any requests for the Protected Health Information and refer the requestor of the Protected Health Information to the Provider.
 7. During performance of this Agreement and for a period of six (6) years after its completion, Consultant shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to Agency as Agency may reasonably require.
 8. Obtain an executed OH-START release, in the form attached hereto as Exhibit A, as well as a release from the Provider, in the form attached hereto as Exhibit B from the clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner.
 9. Actively participate in the Ohio START program evaluation performed by The Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs.
- B. The Agency point of contact shall be Shawna Barger, Deputy Director, #513-695-1699, shawna.barger@jfs.ohio.gov.
- C. The Provider agrees to do the following:
1. Transfer Protected Health Information to Agency in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
 2. Consult with Agency to ensure the Protected Health Information is stored securely.
 3. Use appropriate safeguards in storing Confidential Information received from Agency. Provider must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Exhibit C attached hereto and updated as of March 2017, as may be amended or supplemented from time to time.
 4. Only use the Confidential Information for the Purpose and for no other reason.
 5. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.
 6. Restrict access to the Confidential Information to its personnel engaged in a use permitted by this MOU, provided such personnel are bound by obligations of confidentiality similar to the terms of this MOU.
 7. Immediately notify the Agency of any known or suspected unauthorized disclosure of the Confidential Information.
 8. Return and/or destroy any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.

9. Immediately notify the Agency of any requests for the Confidential Information and refer the requestor of the Confidential Information to the Agency.
- D. The Provider point of contact shall be Sarah Cadwallader #937-723-0883, Sarah.Cadwallader@talberthouse.org

IV. OWNERSHIP OF CONFIDENTIAL INFORMATION AND LIABILITY

- A. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.
- B. The Parties agree that the Protected Health Information provided under this MOU is and will remain property of the Provider.
- C. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.
- D. Provider understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Confidential Information.
- E. Agency understands that it may be held liable under the law for the unauthorized disclosure or dissemination of the Protected Health Information.

V. TIME OF PERFORMANCE

- A. This MOU is effective as of the last date signed below and shall be effective for a period of one year. Thereafter, this MOU shall automatically renew for successive years unless terminated as set forth herein. If automatically renewed, this MOU shall not be effective past the date of the Ohio START pilot program, which terminates on October 1, 2019.
- B. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

VI. GOVERNING LAW

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

VII. SUSPENSION AND TERMINATION

- A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.
- B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party

with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.

- C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.

VIII. ASSIGNMENT AND WAIVER

- A. Neither party may assign its rights or delegate its duties or obligations under this MOU without prior written consent of the other party.
- B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

IX. LIABILITY

Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

X. ENTIRE AGREEMENT/MODIFICATION

This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing. Any prior agreements, promises or representations not expressly set forth in this MOU shall have no force or effect.

IN WITNESS, WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

TALBERT HOUSE

By: 

By: 

Name: Tom Grossmann

Name: Brad McMonigle

Title: President

Title: Vice President of Behavioral Health

Date: 10/2/18

Date: 9-13-18

Approved as to Form, *Coluzzi*, A.P.A.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1509

Adopted Date October 02, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

944-04-2018

THEN & NOW REQUEST

RECEIVED

To: Matt Nolan, Warren County Auditor

2018 SEP 20 AM 8:20

Date: 9/19/18

WARREN COUNTY AUDITOR
100 N. MAIN ST.
LEWISBURG, OHIO

From: WC Park District - Armco Park

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Oversight

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
944	-	7500	400	\$ 5725.00

VENDOR NAME USSSA | GSL Softball of Ohio

DESCRIPTION OF SERVICES 2017 Tournament & League Sanction Fees.

DATE OF OBLIGATION March 2017

Fred Bay

Jeff Blazey

Ben Yoder

Fred Bay

Jeff Blazey

Ben Yoder

Park Board Commissioner Approval

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 13,000.00 DATE 3/2/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 18,864.18 DATE 9/26/18

FUND BALANCE NOW \$ 463,068.74

CERTIFIED BY: Matt Nolan JS

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-1511

Adopted Date October 02, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #09/27/2018 001, #09/27/2018 002, #09/27/2018 003, #09/27/2018 006, #10/02/2018 001, #10/02/2018 002, #10/02/2018 003, #10/02/2018 004, #10/02/2018 005, #10/02/2018 006, and #10/02/2018 007; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-1512

Adopted Date October 02, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH M/I HOMES OF CINCINNATI, L.L.C. FOR THE REGENCY PARK RIGHT-OF-WAY OF HUNTINGTON DRIVE AND HAWKSURRY DRIVE SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	07-025 (W/S)
Development	:	Regency Park Right-of-Way Dedication Plat of Parts of Huntington Drive and Hawksbury Drive
Developer	:	M/I Homes of Cincinnati, L.L.C.
Township	:	Hamilton
Amount	:	\$6,517.00
Surety Company	:	Continental Insurance Co. (929430902)

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: M/I Homes of Cinti, LLC., Attn: Dennis Null, 6279 Tri-Ridge Blvd., Ste 110, Loveland, OH 45140
Continental Ins. Co., Attn: Ginny Peters, 580 North 4th St, Ste 400, Columbus, OH 43215
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-1513

Adopted Date October 02, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT REDUCTION WITH COUNTRY CREEK ASSOCIATES, LLC FOR COMPLETION OF IMPROVEMENTS IN COUNTRY CREEK ESTATES SECTION ONE SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY REDUCTION

Bond Number	:	17-023 (W/S)
Development	:	Country Creek Estates, Section One
Developer	:	Contry Creek Associates, LLC
Township	:	Clearcreek
Reduction Amount	:	\$666,669.60
Surety Company	:	Civista Bank (LOC #10033478B)

BE IT FURTHER RESOLVED: the original amount of bond was \$722,225.40 and the new required bond amount is \$55,555.80.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Country Creek Associates, LTD, 3445 Newmark Dr., Miamisburg, OH 45342
Civista Bank, P.O. Box 5016, Sandusky, OH 44871
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-1514

Adopted Date October 02, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR FISCHER DEVELOPMENT COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR PROVIDENCE, SECTION FOUR SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	16-020 (P/S-M)
Development	:	Providence, Section Four
Developer	:	Fischer Development Company
Township	:	Hamilton
Reduction Amount	:	\$18,146.25
Surety Company	:	RLI Insurance Company (CMS 0293628)

BE IT FURTHER RESOLVED: the original amount of bond was \$63,550.18 and after the above reduction, the remaining bond amount is \$45,403.93.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev. Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018
RLI Ins. Co. 525 W. Van Buren, Ste 350 Chicago, IL 60607
Engineer (file)
Bond Agreement file

Resolution

Number 18-1515

Adopted Date October 02, 2018

APPROVE A STREET AND APPURTENANCES BOND REDUCTION FOR COUNTRY CREEK ASSOCIATES, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR COUNTRY CREEK ESTATES, SECTION ONE IN CLEARCREEK TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	17-022 (P-M)
Development	:	Country Creek Estates, Section One
Developer	:	Country Creek Associates, LLC
Township	:	Clearcreek
Reduction Amount	:	\$889,366.98
Surety Company	:	Civista Bank (10033478C)

BE IT FURTHER RESOLVED: the original amount of bond was \$1,060,004.61 and after the above reduction, the remaining bond amount is \$170,637.63.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Country Creek Assoc. LLC, Attn: Gregory A. Smith, 3445 Newmark Dr., Miamisburg, OH 45342
Civista Bank, Attn: Legal Department, 100 East Water Street, Sandusky, OH 44870
Engineer (file)
Bond Agreement file

Resolution

Number 18-1516

Adopted Date October 02, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR FISCHER DEVELOPMENT COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR PROVIDENCE, SECTION THREE, BLOCK "C" SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	17-024 (P/S-M)
Development	:	Providence, Section Three, Block "C"
Developer	:	Fischer Development Company
Township	:	Hamilton
Reduction Amount	:	\$14,282.77
Surety Company	:	RLI Insurance Company (CMS 0326623)


BE IT FURTHER RESOLVED: the original amount of bond was \$44,298.80 and after the above reduction, the remaining bond amount is \$30,016.03.

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

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

Resolution adopted this 2nd day of October. 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Fischer Dev. Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018
RLI Ins. Co. 525 W. Van Buren, Ste 350 Chicago, IL 60607
Engineer (file)
Bond Agreement file

Resolution

Number 18-1517

Adopted Date October 02, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR FISCHER DEVELOPMENT COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR PROVIDENCE, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements: and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	17-025 (P/S-M)
Development	:	Providence, Section Six
Developer	:	Fischer Development Company
Township	:	Hamilton
Reduction Amount	:	\$5,989.03
Surety Company	:	RLI Insurance Company (CMS 0326622)

BE IT FURTHER RESOLVED: the original amount of bond was \$54,296.45 and after the above reduction, the remaining bond amount is \$48,307.42.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev. Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018
RLI Ins. Co. 525 W. Van Buren, Ste 350 Chicago, IL 60607
Engineer (file)
Bond Agreement file

Resolution

Number 18-1518

Adopted Date October 02, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR FISCHER DEVELOPMENT COMPANY, FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR PROVIDENCE, SECTION THREE, BLOCK "B" SITUATED IN HAMILTON TOWNSHIP

WHEREAS, the Developer has completed the performance of the construction of improvements subject of the Bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	16-019 (P/S-M)
Development	:	Providence, Section Three, Block "B"
Developer	:	Fischer Development Company
Township	:	Hamilton
Reduction Amount	:	\$29,261.91
Surety Company	:	RLI Insurance Company (CMS 0293629)

BE IT FURTHER RESOLVED: the original amount of bond was \$40,118.98 and after the above reduction, the remaining bond amount is \$10,857.07.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fischer Dev. Co., Attn: Dave Stroup, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018
RLI Ins. Co. 525 W. Van Buren, Ste 350 Chicago, IL 60607
Engineer (file)
Bond Agreement file

Resolution

Number 18-1519

Adopted Date October 02, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR THE UNION VILLAGE DEVELOPMENT CO. FOR COMPLETION OF IMPROVEMENTS IN UNION VILLAGE, PHASE 1 SITUATED IN TURTLECREEK TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

Bond Number	:	N/A
Development	:	Union Village, Phase 1
Developer	:	The Union Village Development Co.
Township	:	Turtlecreek
Amount	:	\$61,890.40
Surety Company	:	Hartford Fire Insurance Co. (#33BSBHI9207)

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

N/A

This Agreement made and concluded at Lebanon, Ohio, by and between The Union Village Development Co. (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Hartford Fire Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Union Village Subdivision, Section/Phase 1 (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$ 47,608, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$ 47,608; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$ 61,890.40 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$ 9,521.60 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

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

B. To the Soil & Water Conservation District:

Warren County Soil & Water Conservation
District Attn: Director
320 East Silver Street
Lebanon, OH 45036
Ph. (513) 695-1337

C. To the Developer:

Union Village Development Co.

580 N St. Rt. 741

Lebanon, OH 45036

Ph. (937) 545 - 0287

D. To the Surety:

Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06155

Ph. (248) 822 - 6454

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

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

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

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

 Original Escrow Letter (attached)

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

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

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.
16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER: Union Village Development Company

SURETY: Hartford Fire Insurance Company

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

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

SIGNATURE: Thomas A Compton

SIGNATURE: Susan A Yeazell

PRINTED NAME: Thomas A Compton

PRINTED NAME: Susan A. Yeazell

TITLE: PRESIDENT

TITLE: Attorney-in-Fact

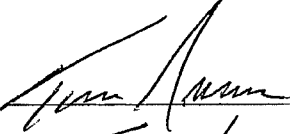
DATE: 8/14/18

DATE: 8/21/2018

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1519, dated 10/21/18.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: 

PRINTED NAME: Tom Grossman

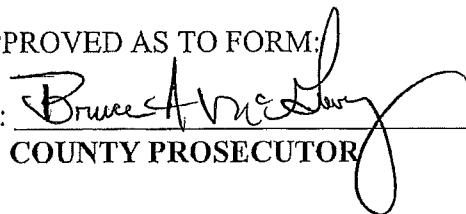
TITLE: President

DATE: 10/21/18

RECOMMENDED BY:

By: 
DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

PERFORMANCE BOND


KNOW ALL MEN BY THESE PRESENTS that, Union Village Development Company., 580 N. St. Rt. 741, Lebanon, OH 45036, as Principal, and Hartford Fire Insurance Company, One Hartford Plaza, Hartford, CT 06155, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Sixty-One Thousand Eight Hundred Ninety and 40/100 Dollars (\$61,890.40) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance of Erosion & Sediment Control in Union Village Phase 1 in Turtlecreek Township, Warren County, OH.

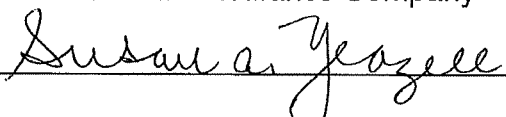
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Union Village Phase 1 on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Sixty-One Thousand Eight Hundred Ninety and 40/100 Dollars (\$61,890.40) and no more.

SIGNED AND DATED THIS 21st day of August, 2018

Principal: Union Village Development Company

By:  _____

Surety: Hartford Fire Insurance Company

By:  _____
Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: USI INSURANCE SVCS NATIONAL INC
 Agency Code: 33-700077

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Dan E. Ries, Susan A. Yeazell of CINCINNATI, Ohio

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 21, 2018 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Resolution

Number 18-1520

Adopted Date October 02, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO #101-1112 COMMISSIONERS TRANSFER FUNCTION AND APPROVE OPERATIONAL TRANSFERS FROM COMMISSIONERS FUND #101-1112 INTO WATER AND SEWER FUNDS #510 AND #580

WHEREAS, pursuant to resolution #90-502, adopted May 3, 1990 the Board of Commissioners determined that the Water and Sewer funds were entitled to receive a calculated portion of the investment income earned by the County Treasury; and

WHEREAS, the investment income earnings by statute must be first deposited into the General fund and then transferred to the Water and Sewer funds; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation and operational transfer of August, 2018 investment income earned:

Supplemental Appropriation

\$10,000.00 into #101-1112-997 Commissioners – Operational Transfers)

Operational Transfers

\$1,055.24 from #101-1112-997 (Commissioners – Operational Transfers)
Into #510-3200-4100-999-9000 (Water – Investment Income)

\$1,174.54 from #101-1112-997 (Commissioners – Operational Transfers)
Into #580-3300-4100-999-9000 (Sewer – Investment Income)

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

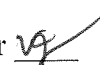
Mr. Young – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor 
Water/Sewer (file)
Operational Transfer
OMB

Resolution

Number 18-1521

Adopted Date October 02, 2018

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO TREASURERS OFFICE FUND
#101-1130

BE IT RESOLVED, to approve the following supplemental appropriations:


\$25,247.78	into	#101-1130-102	(Regular Salaries)
\$ 3,313.18	into	#101-1130-811	(PERS)
\$ 257.74	into	#101-1130-871	(Medicare)

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor VJW
Supplemental App. file
Treasurer (file)

Resolution

Number 18-1522

Adopted Date October 02, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE COURT CLERK
COMPUTER FUND #278

BE IT RESOLVED, to approve the following supplemental appropriation:


\$5,000.00 into #278-1410-400 (Purchase Services)


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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Juvenile (file)

Resolution

Number 18-1523

Adopted Date October 02, 2018

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN SHERIFF'S OFFICE FUND #285

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,000.00 into #285-2200-400 (Purchased Services)

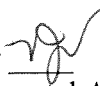
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Sheriff (file)

Resolution

Number 18-1524

Adopted Date October 02, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO FUND #479 AIRPORT CONSTRUCTION

WHEREAS, in order to award bids for the taxiway ramp paving repairs project, a supplemental appropriation is necessary; and

BE IT RESOLVED, to approve the following supplemental appropriation:


\$50,000 into #479-3850-317 (Airport Construction – Non Capital)

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

tz/

cc: Auditor 
Supplemental Appropriation file
Airport (file)
OMB

Resolution

Number 18-1525

Adopted Date October 02, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO FAIRGROUNDS CONSTRUCTION
PROJECT FUND #498

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000 into #498-3740-317 (Non Capital Purchases)

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor 
Supplemental Appropriation file
Fairgrounds (file)
OMB

Resolution

Number 18-1526

Adopted Date October 02, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
FUNDS #101-1223 AND #101-1220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 65,000.00 from #101-1223-102 (Regular Salaries)
into #101-1220-415 (Attorneys – Indigent)

\$ 3,000.00 from #101-1220-820 (Health Insurance (General))
into #101-1220-850 (Training - Education)

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1527

Adopted Date October 02, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #101-1280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00	from	#101-1280-142	(Acting Judges)
	into	#101-1280-141	(Acting Judges - No. Sc.)

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
County Court (file)

Resolution

Number 18-1528

Adopted Date October 02, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TAX MAP FUND #101-1750

BE IT RESOLVED, to approve the following appropriation adjustment:

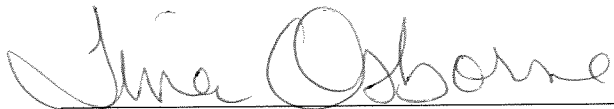
\$11,000.00	from	#101-1750-320	(Tax Maps – Capital Purchases)
	into	#101-1750-820	(Tax Maps – Health Insurance)

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

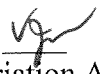
Mr. Young – absent
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Engineer (file)

Resolution

Number 18-1529

Adopted Date October 02, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND
#101-2600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,000.00	from	#101-2600-102	(Regular Salaries)
	into	#101-2600-317	(Non Capital Purchases)

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor VP
Appropriation Adj. file
Juvenile (file)

Resolution

Number 18-1530

Adopted Date October 02, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TREASURERS OFFICE FUNDS
#101-1130 AND #249

BE IT RESOLVED, to approve the following appropriation adjustments:

\$3,000.00	from #101-1130-820	(Health Insurance)
	into #101-1130-400	(Professional Services)
\$3,000.00	from #249-1130-102	(Regular Salaries)
	into #249-1130-400	(Professional Services)
\$ 795.00	from #249-1130-210	(Office Supplies)
	into #249-1130-400	(Professional Services)
\$ 300.00	from #249-1130-811	(PERS)
	into #249-1130-400	(Professional Services)
\$ 150.00	from #249-1130-871	(Medicare)
	into #249-1130-400	(Professional Services)
\$ 1,500.00	from #249-1130-820	(Health Insurance)
	into #249-1130-400	(Professional Services)

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Treasurer (file)

Resolution

Number 18-1531

Adopted Date October 02, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN MOTOR VEHICLE FUND #202

BE IT RESOLVED, to approve the following appropriation adjustment:

\$30,000.00 from #202-3130-400 (Purchased Services)
into #202-3110-400 (Purchased Services)

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Engineer (file)
OMB

Resolution

Number 18-1532

Adopted Date October 02, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #270.

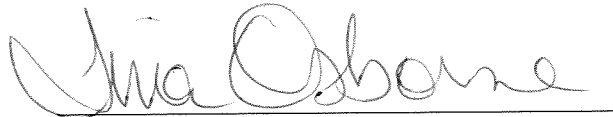
\$1,665.00 from #270-1240-102 (Regular Salaries)
 into #270-1240-882 (Accum Vacation payout)

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Juvenile (file)

Resolution

Number 18-1533

Adopted Date October 02, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment:

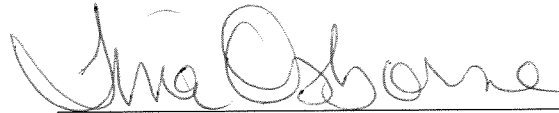
\$1,000.00 from #273-5100-447 (Child Placement Specialized)
 into #273-5100-317 (Non Capitol Purchases)

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

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


Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor 
Appropriation Adj. file
Children Services (file)

Resolution

Number 18-1534

Adopted Date October 02, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$85,088.85 from #492-3819-400 (Purchased Services)
into #492-3825-320 (Capital Purchases)

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


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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Telecom (file)

Resolution

Number 18-1535

Adopted Date October 02, 2018

AMEND PORTION OF RESOLUTION #18-1442 ADOPTED SEPTEMBER 18, 2018
RELATIVE TO THE OPERATIONAL TRANSFER FROM FUND 510 INTO FUND 583

WHEREAS, pursuant to Resolution 18-1442, adopted September 18, 2018, this Board approved an operational transfer from fund 510-3219-3219-997 into project funds #583-3208-9000-999 and #583-3206-9000-999; and

WHEREAS, it has been determined that the transfer into 583-3208-9000-999 Water Softening Project had previously been approved; and

NOW THEREFORE BE IT RESOLVED, to amend resolution 18-1442 to remove the Operational Transfer from Fund #510-3219-3219-997 into project funds #583-3208-9000-999 and #583-3206-9000-999; and

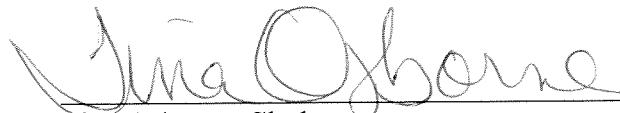
BE IT FURTHER RESOLVED, that all other transactions approved in Resolution #18-1442, adopted September 18, 2018 remain unchanged.


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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Operational Transfer file
Appropriation Adj. file
Water and Sewer (file)
OMB

Resolution

Number 18-1536

Adopted Date October 02, 2018

APPROVE AN OPERATIONAL TRANSFER FROM WATER FUND 510-3219 (SURPLUS)
INTO 583 WATER REVENUE PROJECT

WHEREAS, it has previously been determined that all projects in 583 are going to be financed fully or partially through water and sewer revenue funds; and

WHEREAS, a portion of those funds are necessary to pay current and anticipated obligations with in Fund 583; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:


\$225,000.00 from #510-3219-3219-997 (Operational Transfer)
into #583-3206-9000-999 (Lower Springboro Rd Water Main Construction)

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor Vj
Operational Transfer file
Water/Sewer (file)
OMB

Resolution

Number 18-1537

Adopted Date October 02, 2018

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR PATRICIA J. SOUZA

WHEREAS, Patricia Souza, unmarried, received two deferred loans, 1) for down payment assistance for the purchase of property and 2) for the rehab of the same property, known as 388 Harding Street, South Lebanon, Ohio, through the FY 1998 CHIP Program from the Warren County Board of Commissioners; and

WHEREAS, the Board has received a judgment from the United States Bankruptcy Court for the Southern District of Ohio resolving the debt on both of the aforementioned loans; and

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign a Satisfaction of Mortgage for Patricia J. Souza.

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

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

Resolution adopted this 2nd day of October, 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: c/a – Souza, Patricia
OGA (file)