

Resolution

Number 18-1674

Adopted Date October 30, 2018

HIRE STACY RYAN AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, pursuant to a memorandum of understanding when filling a vacancy the department is able to hire a candidate with six plus years of experience at the current 37- 48 month rate of pay and Ms. Ryan has more than six years of experience in emergency dispatching; and

NOW THEREFORE BE IT RESOLVED, to hire Stacy Ryan, as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective November 17, 2018, at starting rate of, \$23.84 per hour, subject to a negative background check, drug screen and a 365 day probationary period.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Stacy Ryan's Personnel file
OMB- Sue Spencer

Resolution

Number 18-1675

Adopted Date October 30, 2018

HIRE RICHARD SLUSHER AS EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT


BE IT RESOLVED, to hire Richard Slusher as Emergency Communication Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective November 13, 2018, at starting rate of, \$17.58 per hour, subject to a negative background check, drug screen and a 365 day probationary period.

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Emergency Services (file)
Richard Slusher's Personnel file
OMB- Sue Spencer
Job Class 1356

Resolution

Number 18-1676

Adopted Date October 30, 2018

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF DEBBIE CHAMBERS, OFFICE ADMINISTRATOR, WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT, EFFECTIVE DECEMBER 31, 2018

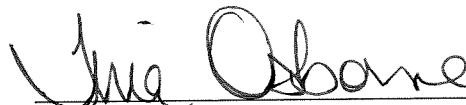
BE IT RESOLVED, to accept the resignation, due to retirement, of Debbie Chambers, Office Administrator, within the Warren County Facilities Management Department, effective December 31, 2018.

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1677

Adopted Date October 30, 2018

DESIGNATE EXTENDED ILLNESS LEAVE OF ABSENCE TO PHYLLIS DAVIDSON,
WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, it is necessary to designate an Extended Illness Leave of Absence for Phyllis Davidson; and

NOW THEREFORE BE IT RESOLVED, to designate Extended Illness Leave of Absence for Phyllis Davidson for a personal illness not to exceed twelve (12) weeks; pending further documentation from Mrs. Davidson's physician.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
P. Davidson's Extended Illness file
OMB – Sue Spencer

Resolution

Number 18-1678

Adopted Date October 30, 2018

AMEND SECTIONS 4.12: USAGE OF COUNTY ISSUED CELL PHONE OF THE WARREN COUNTY PERSONNEL POLICY MANUAL

WHEREAS, it is the desire of this Board to modify Sections 4.12 adding language regarding the purchase of County issued cell phone by employee when specific conditions are met; and

NOW THEREFORE BE IT RESOLVED, to amend 4.12: Usage of County Issued Cell Phone, of the Warren County Personnel Policy Manual, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

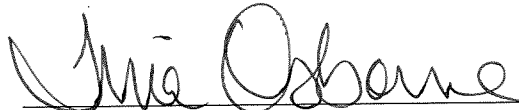
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Resources (file)
Garage
Facilities Management
Water/Sewer
Commissioners
Telecommunications
Grants Admin.
Building & Zoning
Clerk of Courts
Treasurer
Auditor
Veterans
Coroner
Engineer

Personnel Policy file
CSEA
OhioMeansJobs
Solid Waste
Emergency Services
County Court
Dog and Kennel
Children Services
Recorder
Information Technology
Economic Development
Human Services
OMB
Soil & Water

POLICY 4.12: USAGE OF COUNTY ISSUED CELL PHONE

Warren County provides cell phones to authorized Warren County employees primarily for non-compensatory business reasons. Warren County incurs and pays the monthly charges associated with the issuance of the County provided cell phone. Cell phone bills, including any personal calls made are a public record and subject to public disclosure upon request. Cell phones are issued for business use. Excessive personal use of a County cell phone or misuse of a County cell phone may be subject to disciplinary action including up to termination.

Section 2043 of the Small Business Jobs Act of 2010 and IRS Notice 2011-72 state that when an employer provides an employee with a cell phone primarily for non-compensatory business reasons, the IRS will treat the employee's use of the cell phone for reasons related to the employer's trade or business as working fringe benefit, the value of which is excludible from the employee's income. The IRS will also treat any personal use of such a cell phone as a de minimis fringe benefit, also excludible from the employee's income. Therefore, as of September 1, 2011 an employee will not be responsible for paying for the personal calls incurred on a County issued cell phone.

If the following conditions are met, an employee may have the opportunity to purchase their County issued cell phone:

- the County cell phone issued no longer meets the requirements of the manufacturer to receive credit for the phone when returned;**
- the County Cell phone issued no longer has value to the employee's department;**
- Telecom determines the County Cell phone issued no longer has value to be used as a spare.**

Once the above conditions have been met the employee may purchase the phone from the County for the value/cost of shredding. To purchase a County issued cell phone the employee must contact the Telecommunications Department to make appropriate arrangements.

Resolution

Number 18-1679

Adopted Date October 30, 2018

APPROVE THE DESTRUCTION OF VARIOUS WARREN COUNTY SHERIFF'S OFFICE EQUIPMENT.

WHEREAS, the Warren County Sheriff's Office has determined there is no longer any service left in the following;

- 8 Microphones – Federal Signal
- 5 Strobe Modules – Federal Signal
- 8 Siren Amps – Federal Signal
- 4 Interface Modules – Federal Signal
- 7 Strobe Boxes – Federal Signal
- 1 Mobile Vision VCR Box with camera
- 2 Mobile Vision Control Screen
- 1 Arbitrator AG-CPD20 with camera WC #24223
- 1 Arbitrator Control Panel
- Misc Gamber Johnson mounting hardware
- Misc weapon mounting hardware

WHEREAS, the Warren County Sheriff's Office plans to dispose of the items properly; and

NOW THEREFORE BE IT RESOLVED, to dispose of the above listed property.

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

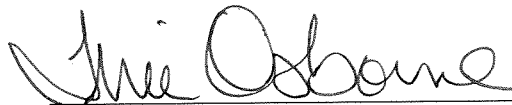
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Sheriff (file)
Auditor – B. Quillen

Resolution

Number 18-1680

Adopted Date October 30, 2018

AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE ADDENDUM 1 TO THE CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, this Board of County Commissioners (the "Board") has been informed that Detention Equipment and Secured Electronics are items that are in high demand in the current market; and

WHEREAS, due to the nature of such equipment and current market conditions, the Board understands that both the budget and the schedule for the Project will benefit from early procurement of the Detention Equipment and Secured Electronics Subcontractors so that such Subcontractors can participate in Design Assist services, as described in Addendum 1, and potentially procure such equipment in a more timely and cost effective manner; and

WHEREAS, Ohio Revised Code section 153.501(B) authorizes the Board to obtain such Design Assist services to be procured and implemented by the Construction Manager at Risk; and

WHEREAS, three sealed bids for such Subcontracts will be solicited from prequalified subcontractors by the Construction Manager at Risk subject to open book pricing; and

WHEREAS, the award of such Subcontracts shall be subject to the Board's approval; and

WHEREAS, the cost of such Subcontracts shall be paid as Costs of the Work as set forth in Addendum 1;

NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Administrator and/or Deputy Administrator to execute Addendum 1 to the Construction Manager at Risk Agreement with Granger Construction Company to procure the Subcontractors described in Addendum 1 subject to the not-to-exceed pricing set forth in Addendum 1 and authorizes payment in accordance with the provisions of Addendum 1 as such services are completed and such costs are incurred by the Construction Manager at Risk subject to open book pricing.

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

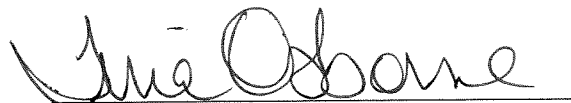
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Granger Construction Co.
Sheriff (file)
Project file
Martin Russell

**ADDENDUM NO. 1 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT**

This Addendum to the Construction Manager at Risk Agreement effective May 24, 2018 (“Agreement”) between the Board of County Commissioners of Warren County, Ohio (“Owner”) and Granger Construction Co., Inc. (“Construction Manager”) (collectively, “the Parties”) supersedes all provisions of the Construction Manager at Risk Agreement in place between the Parties for the construction of the project known as the New Jail and Sheriff’s Administration Office Project (“Project”) with which this Addendum conflicts. All provisions not expressly superseded by this Addendum remain in full force and effect.

- 1) Notwithstanding any other provision in the Agreement to the contrary, this Addendum is part of the Agreement.
- 2) The purpose of this Addendum is to add Design-Assist Services to the Pre-Construction Services of Construction Manager with regard to the Project in accordance with Ohio Revised Code section 153.501(B) and to allow early bidding of the Detention Equipment Subcontractor and Secured Electronics Subcontractor to allow for such Design-Assist Services and to promote timely design and procurement of such services and equipment in light of the long-lead nature of the equipment and currently high market demand for such equipment and services.
- 3) The term “Design-Assist Services” means active participation by a Subcontractor familiar with a particular type of construction in the design process in order to enhance the suitability, performance, feasibility, constructability, and cost effectiveness of the design for the Project.
- 4) Construction Manager shall provide such Design-Assist Services through the Design-Assist Subcontractors described above.
- 5) Construction Manager shall coordinate the work of the foregoing Design-Assist Subcontractors with the work of the Architect.
- 6) Prior to engaging such Design-Assist Subcontractors, for each subcontract, Construction Manager shall solicit sealed bids from at least three potential Subcontractors that have been pre-qualified by Owner and shall provide Owner copies of the bids received for such services. The bids shall include a breakdown of costs for Design-Assist and other Preconstruction Services as well as pricing proposals for Construction Services based on uniform assumptions, subject to later adjustment resulting from subsequent development of the design and selection of the equipment.
- 7) Owner shall have the right to approve the selected Subcontractor(s) from among such bidders and shall authorize Construction Manager to engage the selected Subcontractor to perform Design-Assist Services for the Project.
- 8) In the Owner’s discretion, the selected Design-Assist Subcontractor(s) shall be permitted to perform the Construction Services for the construction phase of the Project based on the

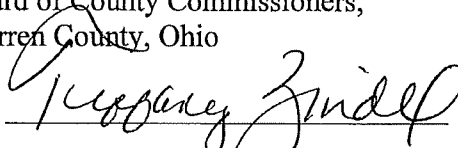
pricing provided in their bids but shall not be guaranteed the award of any Subcontract for construction. In the Owner's discretion, the Construction Manager may be required to rebid the Construction Services for each Subcontractor listed above if the Owner deems it in the Owner's interest.

9) Compensation for Design-Assist Services shall be paid as Costs of the Work, subject to Construction Manager's Fees, Contingency, and Additional Insurance on such costs, as such costs are incurred by Construction Manager. Such compensation shall be:


- a. Detention Equipment Design Assist—Actual charges incurred by Construction Manager as set forth in the successful bid, not-to-exceed \$195,168.00, plus Construction Manager's Fees, Contingency, and Additional Insurance costs.
- b. Secured Electronics Design Assist-- Actual charges incurred by Construction Manager as set forth in the successful bid, not-to-exceed \$87,896.00, plus Construction Manager's Fees, Contingency, and Additional Insurance costs.

This Addendum is entered into effective as of the day and year executed by Owner as set forth below:

Board of County Commissioners,
Warren County, Ohio

By: 
Printed: Tiffany Zindel
Title: County Administrator
Date: 10-30-18

Granger Construction Company

By: 
Printed: JASON WEHRLE
Title: DIRECTOR
Date: 10/24/18

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-1681

Adopted Date October 30, 2018

APPROVE AND AUTHORIZE WARREN COUNTY DEPUTY ADMINISTRATOR TO SIGN COOPERATIVE AGREEMENT BY AND BETWEEN THE US DEPARTMENT OF JUSTICE- OFFICE OF JUSTICE PROGRAM- BUREAU OF JUSTICE ASSISTANCE AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, Warren County has been awarded Grant Number 2018-MU-MU-K073 for the Comprehensive Opioid Abuse Site-Based Program; and

WHEREAS, the signature of the authorized grantee official is required to accept said grant award; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize Martin Russell, Deputy County Administrator, to sign the Cooperative Agreement as attached hereto and made a part hereof, between US Department of Justice Office of Justice Programs Bureau of Justice Assistance and Warren County; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Bureau of Justice Assistance, 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—US Dept. of Justice
OGA (file)
Martin Russell



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 25, 2018

Mr. Martin Russell
County of Warren
406 Justice Drive
Lebanon, OH 45035

Dear Mr. Russell:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Comprehensive Opioid Abuse Site-based Program in the amount of \$800,000 for County of Warren.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Maria Anderson, Program Manager at (202) 598-7381; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

September 25, 2018

Mr. Martin Russell
County of Warren
406 Justice Drive
Lebanon, OH 45035

Dear Mr. Russell:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, *Partnerships with Faith-Based and Other Neighborhood Organizations*, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet the following obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), 42.205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination


If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,





U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Warren 406 Justice Drive Lebanon, OH 45035	4. AWARD NUMBER: 2018-MU-MU-K073	
	5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020	
	6. AWARD DATE 09/25/2018	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 316000098	8. SUPPLEMENT NUMBER 00	
2b. GRANTEE DUNS NO. 784327608	9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE First Responder Partnership	10. AMOUNT OF THIS AWARD	\$ 800,000
	11. TOTAL AWARD	\$ 800,000

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY18(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 115-141, 132 Stat 348, 422

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.838 - Comprehensive Opioid Abuse Site-Based Program

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL **GRANTEE ACCEPTANCE**

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Martin Russell Deputy County Administrator
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17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10/30/18
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AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES	21. TMUUGT1684																								
<table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>AR</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>400000</td> </tr> <tr> <td>X</td> <td>G</td> <td>V3</td> <td>80</td> <td>00</td> <td>00</td> <td>00</td> <td>400000</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	AR	80	00	00		400000	X	G	V3	80	00	00	00	400000	
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X	G	V3	80	00	00	00	400000																		



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 15

PROJECT NUMBER 2018-MU-MU-K073

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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28. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

31. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-MU-MU-K073 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

32. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

33. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

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34. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

35. Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

36. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

37. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

38. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

MTR



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 13 OF 15

PROJECT NUMBER 2018-MU-MU-K073

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

40. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

41. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

42. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

43. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

44. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.

45. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 14 OF 15

PROJECT NUMBER 2018-MU-MU-K073

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

46. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

47. The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.
48. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.
49. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
50. The recipient agrees promptly to provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements.
51. The recipient understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.

MM



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 15 OF 15

PROJECT NUMBER 2018-MU-MU-K073

AWARD DATE 09/25/2018

SPECIAL CONDITIONS

52. Withholding of funds: Completion of "OJP financial management and grant administration training" required

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP determines that the recipient's Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award have successfully completed an "OJP financial management and grant administration training" on or after January 1, 2016, and (2) OJP issues a Grant Adjustment Notice (GAN) to modify or remove this condition.

Once both the POC and all FPOCs have successfully completed the training required by this condition, the recipient may contact the designated grant manager for the award to request initiation of a GAN to remove this condition.

A list of the OJP trainings that OJP will consider an "OJP financial management and grant administration training" for purposes of this condition is available at <https://ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

mm



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for County of Warren

Awards under the Comprehensive Opioid Abuse Program (COAP) will be used improve collaboration and strateg decision-making of regulatory and law enforcement agencies and public health officials to address prescription drug and opioid misuse, save lives, and reduce crime.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or related third party action:

- (1) New construction.
- (2) Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 o Title 28 of the Code of Federal Regulations.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**
Cooperative Agreement

PROJECT NUMBER
2018-MU-MU-K073

PAGE 1 OF 1

This project is supported under FY18(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 115-141, 132 Stat 348, 422

1. STAFF CONTACT (Name & telephone number)

Maria Anderson
(202) 598-7381

2. PROJECT DIRECTOR (Name, address & telephone number)

Susanne Mason
Program Manager
406 Justice Drive
Lebanon, OH 45035
(513) 695-1210

3a. TITLE OF THE PROGRAM

Category 1: First Responder Partnerships

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

00

4. TITLE OF PROJECT

First Responder Partnership

5. NAME & ADDRESS OF GRANTEE

County of Warren
406 Justice Drive
Lebanon, OH 45035

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2020

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2020

9. AMOUNT OF AWARD

\$ 800,000

10. DATE OF AWARD

09/25/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Comprehensive Addiction and Recovery Act (CARA) Program is the first major federal substance use disorder treatment and recovery legislation in 40 years and the most comprehensive effort to address the opioid epidemic. CARA establishes a comprehensive, coordinated, and balanced strategy through enhanced grant programs that expand prevention and education efforts while also promoting treatment and recovery. The Comprehensive Opioid Abuse Site-based Program was developed as part of the CARA legislation signed into law on July 22, 2016.

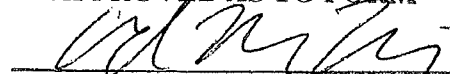
The Comprehensive Opioid Abuse Site-based Program aims to reduce opioid abuse and the number of overdose fatalities, as well as to mitigate the impacts on crime victims. The program also supports the implementation, enhancement, and proactive use of prescription drug monitoring programs to support clinical decision making and prevent the abuse and diversion of controlled substances.

The First Responders Partnerships category is to support multidisciplinary opioid response partnerships that include, at a minimum, a law enforcement/first responder component. Subcategory 1a supports partnerships that focus primarily on law enforcement/first responder and behavioral health and/or public health partnerships. Subcategory 1b supports partnerships that focus not only on law enforcement/first responders and behavioral health, but also on victim services and child welfare.

The Warren County, Ohio, Commissioners Office, in partnership with the Department of Children Services, Warren County Sheriff's Office, Mental Health and Recovery Services of Warren and Clinton County, and the Addiction Policy Forum, propose to pilot the Child Assessment and Response Evaluation program, a 24/7 rapid response intervention program for children who are present at the scene of an overdose of a parent or loved one. The Urban Institute will serve as the research partner for the proposed project.

CA/NCF

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-1682

Adopted Date October 30, 2018

APPROVE AND ENTER INTO A SERVICE AGREEMENT WITH FIRST CHOICE COFFEE SUPPLIES ON BEHALF OF THE WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to approve and enter into a Service Agreement, for coffee service and supplies, located in the Water and Sewer Department office, with First Choice Coffee Supplies; agreement attached hereto and made a part hereof.

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

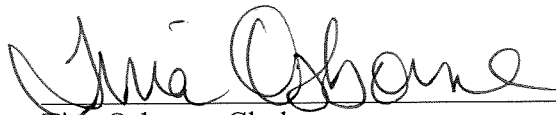
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—First Choice Coffee Supplies
Water/Sewer (file)
Amy Hensley

Resolution

Number 18-1683

Adopted Date October 30, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED]
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY
SERVICES CHILDREN SERVICES DIVISION

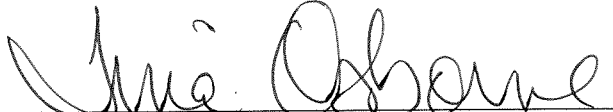
BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services
Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc:

[REDACTED]
Children Services (file)

Resolution

Number 18-1684

Adopted Date October 30, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN ENVIRONMENTAL EDUCATORS, INC. AND THE BOARD OF WARREN COUNTY COMMISSIONERS RELEVANT TO THE WARREN COUNTY WATER AND SEWER DEPARTMENT'S SOURCE WATER PROTECTION PROGRAM


BE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to enter into a Professional Service Agreement by and between Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, and this Board of Warren County Commissioners relevant to the Warren County Water and Sewer Department's Source Water Protection Program, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Environmental Educators, Inc, (Suzanne Geisler)
Solid Waste District (file)
Water/Sewer (file)

CONSULTANT AGREEMENT

by and between

ENVIRONMENTAL EDUCATORS Inc.

and the

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, OH 45036 (hereinafter the "Board"), on behalf of the Warren County Water and Sewer Department, and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 (hereinafter the "Consultant").

WHEREAS, upon the recommendation of the Warren County Water and Sewer Department, this Board, to fulfill the requirements of the Source Water Protection Program, desires to enter into an Agreement with the Consultant for said service; and,

WHEREAS, Consultant does provide professional services in the area of educational programs for protection of drinking water and water systems, and desires to enter into an Agreement with the Board to fulfill the Board's requirements of the Source Water Protection Program; and,

NOW, therefore, **BE IT AGREED** by and between the parties hereto as follows:

I. Scope of Service

1. Consultant agrees to perform the educational services for the Warren County Water and Sewer Department under the direction of the designee of the, to-wit.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Warren County Sanitary Engineer or his or her designee.
3. The Consultant shall prepare written fact sheets and brochures about protecting source water. This information shall be designed for distribution to residents and business located in the one and five year time-of-travel.

4. The Consultant shall provide the Warren County Water and Sewer Department with an updated written schedule of presentations upon request. In the event of cancellation or rescheduling during the current week, the Consultant will notify the Warren County Water and Sewer Department to update the schedule.
5. Subject matter and content of the presentations shall address source water protection and shall be subject to review and approval of the Warren County Sanitary Engineer or his or her designee.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2019 and terminate December 31, 2019 or upon expenditure of available funds, or which ever occurs first.

III. Compensation

1. The Consultant shall be compensated in an amount not to exceed ten thousand dollars (\$10,000.00) for work listed in the scope of services. Consultant shall invoice the Water and Sewer Department on a monthly basis for the hours worked. The hourly rate for the Consultant shall be Forty-eight dollars and seventy-nine cents (\$48.79) per hour.
2. Consultant shall be responsible for travel to the locations of the presentations or activities. Consultant shall not receive payment for travel to presentations and activities that occur in Warren County.

IV. Responsibility of the Board

1. The Water and Sewer Department or Solid Waste Management District shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The Water and Sewer Department shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the Water and Sewer Department for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the Board. Warren County Sanitary Engineer or his or her designee, prior to the sessions, must authorize approval for the workshops or training seminars.
3. Warren County Sanitary Engineer or his or her designee may authorize the Consultant to participate in any other activity that is related to source water protection or education and will benefit the interests of the Water and Sewer Department.

V. Reporting

1. The Consultant shall work cooperatively with the Board, the Water & Sewer Department, and Educational Service Center and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

VI. Agreement Modification

1. This Agreement may be modified only upon mutual and written consent of both parties.

VII. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant without cause to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Solid Waste Management District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

VIII. Notices

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners
Clerk to the Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Environmental Educators Inc.
Suzanne Geisler, CEO

10 Cherry Street
Springboro, OH 45066

IX. Hold Harmless/Indemnification

1. The Consultant will defend, indemnify, protect, and save the Board harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by the Consultant, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

X. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2019 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XII. Execution

IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT
ENVIRONMENTAL EDUCATORS Inc.**

SIGNATURE: _____

Suzanne Geisler

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: _____

9/28/18

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, in accordance with Resolution No. 18-1684, dated 10/30/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Approved as to form:

DAVID FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Keith Anderson, Assistant Prosecutor

Adam Nice

Resolution

Number 18-1685

Adopted Date October 30, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT BY AND BETWEEN SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA) AND THE BOARD OF WARREN COUNTY COMMISSIONERS RELATIVE TO WARREN COUNTY TRANSIT SERVICE

BE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to enter into an Agreement by and between SORTA, 602 Main Street, Ste.100, Cincinnati, OH 45202 and this Board of Warren County Commissioners relative to Warren County Transit Service, copy of said agreement attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – SORTA
Transit (file)

**AGREEMENT BETWEEN
WARREN COUNTY and
SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY**

This Agreement, dated October 30th, 2018, is by and between Warren County and the Southwest Ohio Regional Transit Authority (SORTA) for the provision of transit services to Warren County by SORTA.

1. SERVICE:

For the term of this Agreement, SORTA agrees to operate Route 71 express and reverse commute service. SORTA agrees to operate nine (9) A.M. trips and eight (8) P.M. trips on Route 71. Included in this route are seven (7) A.M. express trips and six (6) P.M. express trips designed to bring commuters from Warren County to Downtown. There are also two (2) A.M. "reverse commute" trips and two (2) P.M. reverse commute trips, designed to bring commuters from downtown to Warren County. Levels of service/routing may be modified at the discretion of SORTA based on performance measures. Modifications will occur within SORTA's operator pick schedules, and SORTA will provide public notices, as required by the Federal Transit Administration (FTA). Warren County agrees that SORTA will be the exclusive provider of Warren County funded commuter express and reverse commute services between Warren County and downtown Cincinnati for the term of this Agreement.

2. FARES:

The current one-way fare for Route 71 is \$4.25. Fares are to be set by SORTA at its sole discretion.

3. PAYMENT:

For the period of January 1, 2019 through December 31, 2019, Warren County shall pay SORTA an amount equal to 50% of its 5307 federal funding for the federal fiscal year ending September 30, 2019, for the provision of specified transit services described in Section 1.

4. FEDERAL DOLLAR TRADE:

SORTA agrees that it will accept all of Warren County's Federal 5307 fund allocation in exchange for SORTA local dollars. Warren County shall direct the Federal Transit Administration to transfer all of its Federal 5307 Funds to SORTA as soon as possible, but no later than December 30th of each year, unless prevented by the FTA from meeting this deadline. SORTA will exchange Warren County Federal 5307 funds in that federal fiscal year (FFY) only after SORTA uses its complete allocation, and the federal match continues to be 20 percent (20%) non-federal. Payment to Warren County of SORTA funds will be made on the last day of the applicable calendar year (CY) or upon receipt of Warren County federal funds, whichever occurs later.

5. **NATIONAL TRANSIT DATABASE:**

SORTA, as the provider of the service, shall continue to report all service statistics, ridership, etc., in fulfillment of the National Transit Database (NTD) reporting requirements.

6. **TERM:**

The term of this Agreement shall be from January 1, 2019, through December 31, 2019, but may be extended by mutual agreement.

7. **TERMINATION**

This Agreement may be terminated by either party by giving a 60 day notice in writing to the other party of the intent to cancel this agreement. In the event this agreement is canceled, the funds will be prorated for the months service was run.

8. **PREVENTION OF ALCOHOL MISUSE AND PROHIBITED DRUG USE IN TRANSIT OPERATIONS:**

SORTA (the contractor) agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administration, the State Oversight Agency of Ohio, or Warren County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Part 655 and review the testing process. The contractor further agrees to certify annually its compliance with Parts 655 as required and to submit the FTA Management Information System (MIS) reports on or before March 15th, with a copy to Mr. Dave Gully, Warren County Administrator, 406 Justice Drive, Lebanon, Ohio, 45036. To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

The contractor will likewise provide Warren County with a copy of any FTA Office of Safety and Security Audits of the contractor's drug and alcohol testing program that may be conducted during the term of this Agreement.

9. **AMERICANS WITH DISABILITIES (ADA) MAINTENANCE OF BUS ACCESSIBILITY FEATURES:**

For all vehicles used in this Agreement, SORTA (the contractor) agrees to maintain in operative condition vehicle accessibility features such as lifts, ramps, annunciators, and securement devices, and to produce any documentation necessary to establish its compliance with ADA maintenance requirements. Furthermore, the contractor agrees to permit Warren County to inspect its maintenance and operations policies, procedures, and records to assure compliance with ADA maintenance requirements.

10. **NOTICE:**

All correspondence in connection with this Agreement shall be in writing and sent to the following:

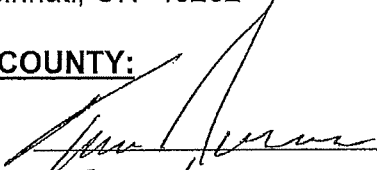
For WARREN COUNTY:

Warren County Transit Service
406 Justice Drive
Lebanon, OH 45036

For SORTA:

Darryl Haley, Executive Vice President, COO
SORTA/Metro
602 Main Street, Suite 1100
Cincinnati, OH 45202

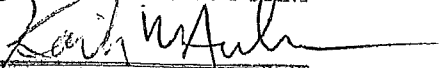
WARREN COUNTY:

Signature: 
Name: Tom Grossmann
Title: President
Date: 10/30/18

SOUTHWEST OHIO REGIONAL TRANSIT AUTHORITY (SORTA):

Signature: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 18-1686

Adopted Date October 30, 2018

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO ADDENDUM TO SOFTWARE LICENSE AGREEMENT WITH MATRIX POINTE SOFTWARE, LLC ON BEHALF OF THE WARREN COUNTY PROSECUTOR

BE IT RESOLVED, to approve and authorize the President of the Board to enter into an Addendum to the Software License Agreement with Matrix Pointe Software, LLC on behalf of the Warren County Prosecutor; said agreement attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Matrix Pointe Software, LLC
Prosecutor (file) – Adam Nice

Addendum to Agreement executed October 9, 2018, between Warren County Board of County Commissioners on behalf of the Warren County Prosecutor's Office [hereinafter "Warren County"] and Matrix Pointe Software, LLC [hereinafter "Matrix"]

It is hereby mutually agreed that the Software License Agreement executed October 9, 2018, as authorized by Warren County Resolution #18-1575 [hereinafter "Agreement"] by and between Warren County and Matrix be amended as follows:

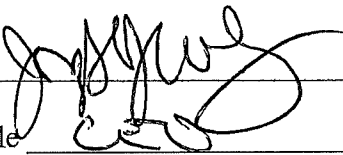
The terms and conditions attached below and marked as "Addendum 1" are incorporated as if written herein and shall fully replace the previously agreed upon terms and conditions attached to the Agreement. Upon execution of this addendum, the terms and conditions attached and marked as "Addendum 1" are mutually accepted and shall hereafter control the Agreement.

The parties mutually agree that the Order Form of the Agreement along with Attachments A, B, and C, as executed on October 9, 2018, shall remain unchanged and in full force and effect.

This Addendum shall be effective as of the date last signed below.

In Witness Whereof, the parties hereto have executed this Addendum to the Agreement as of the dates set forth below.

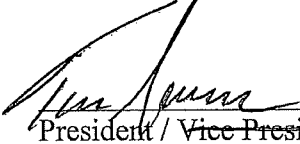
Matrix Pointe Software, LLC



Title

10/23/18
Date

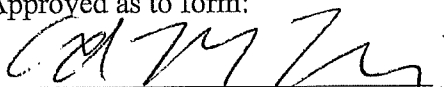
Warren County Board of County Commissioners



President / Vice President

10/30/18
Date

Approved as to form:



Adam M. Nice, Assistant Prosecutor



"ADDENDUM 1" Terms and Conditions to Software License Agreement

1. Defined Terms

"Agreement" means the Software License Agreement Order Form, the Terms and Conditions to Software License Agreement, and any exhibits.

"Designated System Administrators" or "Super user" means the user selected by the Licensee to act as a System (defined in this Section) expert and as a conduit between the Licensee and Matrix.

"License Commencement Date" means completion of initial system set-up, customer acceptance, and customer access to the system.

"Licensee Data" means electronic communications of data and all other information that is input into, processed through or created by the use of the System (defined in this Section) by the Licensee.

"Maintenance Period" means the period of time during which Licensee cannot access the System due to maintenance or upgrades.

"Matrix's Network and Systems" means the System (defined in this Section), and Amazon Web Services or other infrastructure as a service provider.

"License Fee" means the license fee specified on the Order Form.

"Normal Business Hours" means Monday through Friday, 8 am to 5 pm EST, excluding holidays.

"Professional Services" means implementation services, onsite training, consulting, integration and data conversion.

"Professional Services Fees" means the fees for Professional Services specified on the Order Form or the hourly rate(s) in effect at the time of the performance of the Professional Services.

"Services" means the Support Services, Maintenance Services and the Professional

Services and any other services provided by Matrix.

"Support Services" means telephone and email support.

"Support Services Fees" means the hourly rate(s) in effect at the time of the performance of the Support Services.

"System" means the Modules to be licensed to Licensee as specified on the Order Form (Modules may be updated from time to time in the sole discretion of Matrix), including, but not limited to, user documentation and training processes and materials.

"System Outage" means an interruption or failure of the System lasting longer than one (1) hour during Normal Business Hours.

2. License

Subject to Licensee's compliance with the terms and conditions of this Agreement, Matrix hereby grants to Licensee a non-exclusive, limited, non-transferable, revocable worldwide right and license for Licensee to sublicense, to access and use the System solely for Licensee's internal business operations. Licensee will not permit the System to be used to process or administer data on behalf of any third party (including, without limitation, another governmental agency), whether or not Licensee is paid a fee for such processing or administration. Furthermore, Licensee will not allow any third party, including, without limitation, any competitor of Matrix, to view, access, or use the System in any manner whatsoever.

3. Login Identities

The use and confidentiality of any and all login identities and password(s) are the responsibility of Licensee. Licensee is solely responsible for any costs, expenses, and third party claims resulting from the unauthorized use of any login identities and password(s). Licensee shall promptly notify Matrix in writing of any lost or stolen passwords. Licensee shall be liable to Matrix for any act or



omission of any user that would constitute a breach under this Agreement.

4. Technical Support & Professional Services

The System will be hosted in accordance with the Service Level Agreement attached hereto as Exhibit A and Section 11. Matrix shall provide unlimited Support Services to the four (4) Designated System Administrators during Normal Business Hours. Support requests by anyone not identified as a Designated System Administrator may be subject to Support Services Fees. For purposes of clarity, the Support Services will not include support for any third party software or systems. Except as provided for on the Order Form, additional services such as implementation, onsite training, consulting, integration and data conversion (the "Professional Services") are available for an additional fee. The parties agree that the Warren County Project Timeline, attached hereto as Exhibits B and C, is a reasonable schedule for the implementation of the System. The parties will use their best efforts to complete implementation of the System in the specified time frame.

5. Software Maintenance

(a) Matrix will provide the standard maintenance program that Matrix normally provides to its client base. The maintenance program will include all new releases, updates, patches, and fixes to the Commercial Software. Licensee will receive all future upgrades to the Software as long as current Maintenance Fees are maintained.

(b) Software upgrades. After an initial acquisition of the license, the Licensee may want to acquire a broader license than the original or the Licensee may later want to migrate to another platform for the Commercial Software. When Matrix makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the Licensee wants to migrate, then the Licensee will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is

appropriate for the new platform that the Licensee intends to use. In these cases, Matrix will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on Matrix's standard upgrade or migration fee.

(c) Principal period of maintenance. Software maintenance will be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will be included in the price of the maintenance.

(d) Maintenance access. For all Software maintenance under this Contract, the Licensee will provide Matrix with reasonable access to perform maintenance. Matrix will use commercially reasonable efforts to schedule Maintenance Periods between 5:00 PM (Eastern Time) and 8:00 a.m. (Eastern Time) and to provide email notification forty-eight (48) hours in advance. Notwithstanding the foregoing, if Matrix determines, in its sole discretion, that a Maintenance Period is necessary outside of the hours stated above, Matrix will use commercially reasonable efforts to notify Licensee by email prior to such Maintenance Period.

6. Licensee Data

(a) Licensee authorizes Matrix to share selected Licensee Data with other Licensees and governmental agencies through MatrixExchange. Licensee may opt-out of submitting selected Licensee Data through MatrixExchange by notifying Matrix in writing. Licensee also acknowledges and agrees that Matrix may use Licensee Data in the aggregate for internal business purposes, including but not limited to making improvements to the System.

(b) Except as provided in Section 5, (i) Matrix shall hold the Licensee Data in strict confidence, and (ii) Matrix will not permit any third party, or any employee, consultant, subcontractor or agent to access the Licensee Data except in connection with the normal course of business (including, without limitation, help desk support). Each party agrees not to communicate any information to the other party



in violation of the proprietary rights of any third party.

(c) Your License Grant to Matrix. You grant to Matrix a non-exclusive, worldwide, irrevocable and royalty-free license to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use your data and content as necessary for the purposes of rendering and operating the Services to you under this Agreement.

(d) Notwithstanding the provisions of this Agreement, Licensee Data will not be subject to the obligations in Section 5 if (i) it has been published or is otherwise readily available to the public without restriction other than by a breach of this Agreement; (ii) it has been provided to Matrix by a third party that is not subject to any confidentiality obligations to Licensee; or (iii) it is required to be disclosed in the context of any administrative or judicial proceeding or as may be required by law.

(e) Licensee hereby authorizes Matrix to use, analyze and disclose all non-personally identifiable Licensee Data in connection with creating criminal justice statistics and conducting comparative studies that have been aggregated with data from other Licensees and/or governmental agencies. Licensee will have access to this aggregated information.

7. Payment Terms

(a) Licensee shall pay to Matrix the License Fees, Hosting Services Fee, Implementation Fee, Travel and Other Fees, COPS IV Data Conversion Fee, and Maintenance Fee as set forth in the Order Form incorporated herein by reference.

(b) Licensee shall pay to Matrix the Maintenance Fee in accordance with the amounts specified on the Order Form. Unless otherwise specified on the Order Form (1) the Maintenance Fee shall be due on or prior to the anniversary of the License Commencement Date, and (2) Only after the initial term as defined in Section 13 (a), Matrix may, in its sole discretion, increase the amount of the Maintenance Fee and Hosting Services Fee from time to time (but no more than

once per calendar year and in an amount not to exceed 5% annually) upon written notice to Licensee. In accordance with Section 13(a) of this Agreement, Licensee may cancel at any time with a full refund of any unused Maintenance fees.

(c) Unless otherwise specified on the Order Form, the Professional Services Fees will be the hourly rate(s) in effect at the time of the performance of the Professional Services. All Professional Services Fees shall be due net thirty (30) days from the invoice date. Furthermore, Licensee shall promptly (but in any case no later than net thirty (30) days from the invoice date) reimburse Matrix for all mutually agreed upon out-of-pocket expenses incurred by Matrix in connection with the performance of the Professional Services.

(d) Any License Fees, Hosting Services Fees, Maintenance Fees or Professional Services Fees that are not paid within thirty (30) days of the due date for such payment shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted by applicable law.

(e) To the extent any national, state or local sales, use, value-added or other taxes, customs, duties, or similar tariffs and fees are imposed and are based on the license granted or the services provided pursuant to this Agreement (other than taxes on Matrix's gross income or gross receipts), such taxes are in addition to the fees set forth in this Agreement and will be paid by the Licensee. If applicable, Licensee shall provide proof of tax-exempt status.

8. Copyright and Restrictions

As between Matrix and Licensee, the System (and all intellectual property rights therein) is owned by Matrix and is protected by United States laws and international treaty provisions. Any rights not expressly granted herein are reserved to Matrix. Licensee may not (i) permit any third party to access the System, (ii) create derivative works based on the System, (iii) sublicense, rent or lease all or any portion of the System, (iv) copy, frame or mirror any part or content of the System, other than copying or framing on Licensee's own intranets or otherwise for its own internal business purposes, (v) reverse engineer the



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System, or (vi) access the System in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the System.

9. Warranties

(a) Each party represents and warrants that (i) it has all requisite power and authority to enter into this Agreement and consummate the transactions contemplated hereby; (ii) this Agreement is a valid and binding obligation enforceable against such party in accordance with its terms; and (iii) neither the execution, delivery and performance of this Agreement and the other agreements and instruments contemplated hereunder, nor the consummation of the transactions contemplated hereby will violate or conflict with or constitute a default under any contractual obligation.

(b) Licensee represents and warrants that (i) Licensee is and shall be in compliance with all applicable laws and regulations, including, without limitation, all laws and regulations related to the collection, use, disclosure, and storage of Licensee Data; (ii) Licensee is and shall be in compliance with all contractual obligations and privacy policies relating to Licensee Data; (iii) Licensee is a law enforcement organization duly organized under the laws of its state, county, and other applicable political subdivision; and (iv) Licensee is and shall be solely responsible for all Licensee Data or Third Party data derived from Licensee Data including, without limitation, any and all claims of third parties relating thereto (including claims that Licensee Data is erroneous, outdated or inaccurate).

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MATRIX EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE SYSTEM, THE SERVICES, AND ANY THIRD PARTY SYSTEMS AND SOFTWARE USED IN CONNECTION WITH THE SYSTEM), EXPRESS, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MATRIX EXPRESSLY

DISCLAIMS ALL WARRANTIES RELATING TO THE FREQUENCY AND ACCURACY OF ANY LEGAL UPDATES, AND THAT THE OPERATION OF THE SYSTEM WILL BE FREE OF INTERRUPTIONS AND ERRORS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SYSTEM IS PROVIDED "AS-IS" AND WITH ALL FAULTS. FURTHERMORE, MATRIX IS NOT RESPONSIBLE FOR FAILURES OF EQUIPMENT, INTEGRATION WITH OR FAILURES OF THIRD PARTY SYSTEMS OR SOFTWARE, LOST DATA, ERRONEOUS, OUTDATED OR INACCURATE DATA OR THIRD PARTY TELECOMMUNICATIONS OR DATA LINES. MATRIX DOES NOT WARRANT THAT ITS NETWORKS AND APPLICATIONS (OR THOSE OF ITS THIRD PARTY PROVIDERS) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

(d) In no event will any action against Matrix in connection with this Agreement be instituted more than one year after commencement of the incident that gave rise to such action.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MATRIX BE LIABLE TO LICENSEE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH TERMS OF THIS AGREEMENT, LICENSEE'S USE OR INABILITY TO USE THE SYSTEM, LOST, UNAVAILABLE OR DAMAGED DATA, THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE IN CONNECTION WITH THE SYSTEM, RELATED DOCUMENTATION, THE SERVICES, AND/OR THIS AGREEMENT, EVEN IF MATRIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MATRIX'S TOTAL LIABILITY FOR ANY DAMAGES, DIRECT OR INDIRECT, IN CONNECTION WITH THE SYSTEM, THE RELATED DOCUMENTATION, AND/OR THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY,



TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF THE TWELVE (12) MONTHLY LICENSE FEES PAYMENTS PAID PRECEDING THE DATE OF THE EVENT GIVING RISE TO LIABILITY OR THE DATE OF THE COMMENCEMENT OF THE ENSUING LEGAL ACTION, WHICHEVER IS LATER.

11. Confidential Information

Licensee agrees that the pricing and terms of this Agreement are confidential in nature and will not be posted on Licensee's public website. Matrix acknowledges that the information may be obtainable via standard public record request.

12. Data Hosting

(a) **Applicable Policies and Guidelines.** Matrix currently provides the Services through Amazon Web Services ("AWS"). As such, Licensee agrees to comply with the AWS policies, including its Acceptable Use Policies (the "Usage Guidelines"). YOU SHOULD CAREFULLY READ THE USAGE GUIDELINES. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE GUIDELINES AND ANY MODIFICATIONS TO THE TERMS. MATRIX MAY TERMINATE YOUR SERVICES FOR ANY VIOLATION OF THE USAGE GUIDELINES OR THIS AGREEMENT. Matrix acknowledges and agrees that content used, stored, transmitted, displayed, distributed, or otherwise made available by Licensee for bona fide law enforcement purposes shall not be deemed as offensive content as defined by the AWS Acceptable Use Policy, and shall not be considered a violation of the terms of this agreement. Matrix may use any other infrastructure as a service provider as Matrix determines is necessary in order to provide Licensee the included services.

(b) **Security.** You are solely responsible for any security breaches affecting servers or accounts under your control. If your server or website is responsible for or involved in an attack on or unauthorized access into another server or system, Matrix will shut it down immediately. You will pay any charges resulting from the cost to correct security breaches affecting Matrix or any of its other customers.

(c) **Commercial Advertisements via E-Mail.** You will not use Matrix services, your account or server to send or facilitate in any way the transmission of unsolicited commercial email. Matrix will enforce substantial penalties, including charging you for related network costs and terminating your account, for violations.

13. Term and Termination

(a) Unless sooner terminated as set forth in this Agreement, the term of this Agreement shall begin on the Effective Date and continue for a period of five years, this five-year term shall be considered the Initial Term. Thereafter, this Agreement shall automatically renew on an annual basis. Licensee may terminate this Agreement for any reason and at any time upon written notice to Matrix, and such termination will be effective upon receipt by Matrix.

(b) Matrix may terminate this Agreement if Licensee does not comply with any of its material terms; provided that Matrix is required to give Licensee written notice of such termination and thirty (30) days to cure the non-compliance. In addition, Matrix may terminate this Agreement if: (i) all or a substantial portion of the assets of Licensee are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy; (ii) a proceeding is commenced by or against Licensee for relief under bankruptcy or similar laws and that proceeding is not dismissed within sixty (60) days; or (iii) Licensee is adjudicated bankrupt.

If Licensee's use of the System is or is likely to be enjoined, Matrix may, in its sole discretion, either procure the right for Licensee to continue use of the System or modify the System in a functionally equivalent manner so as to avoid such injunction.

(c) Upon termination of this Agreement for any reason, all licenses will immediately terminate. Sections 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13 will survive any termination of this Agreement. Matrix will provide Licensee Data to Licensee in its native format (Example, Microsoft SQL) at no cost. If Licensee requests additional data management services, such services may be provided by Matrix for a fee to be mutually agreed to by the parties in writing.



14. Miscellaneous

(a) Entire Agreement. This Agreement, with its Exhibits, contains Matrix's and Licensee's entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both parties and referring to the particular provisions to be modified. All terms, conditions, or provisions in a purchase order or confirmation shall be of no force and effect notwithstanding the execution of such purchase order or other document subsequent to the date of this Agreement.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. Licensee and Matrix hereby consent to the exclusive jurisdiction and venue of the courts of Warren County Common Pleas, State of Ohio, and Licensee hereby consents to and waives any objection regarding jurisdiction and venue in such courts.

(c) Notices. All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

(d) Force Majeure. Neither party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, Amazon Web Services interruptions, Internet service interruptions or slowdowns, vandalism or "hacker" attacks (including, without limitation, by Licensee's employees or agents), or governmental demands or requirements.

(e) Waiver. The failure of either party to require performance by the other party of any provision of this Agreement or any Attachment shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.

(f) Severability. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

(g) Independent Contractor. Nothing contained herein shall be deemed or construed as creating a joint venture or a partnership between Licensee and Matrix. Neither Licensee nor Matrix is by virtue of this Agreement authorized as an agent or other representative of the other.

(h) Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

(i) Injunctive Relief. Licensee acknowledges that its breach or threatened breach of this Agreement would cause irreparable injury to Matrix that would be inadequately compensated in money damages. Accordingly, in addition to any and all other remedies that may be available under equity, law, or this Agreement, Matrix shall be entitled to a restraining order and/or an injunction prohibiting such breach to protect Matrix's intellectual property interests, without the need to prove irreparable harm or provide a bond or other security.

(j) Application of UCITA. The parties agree that pursuant to Section 104 of the Uniform Computer Information Transactions Act (UCITA), they hereby express their mutual determination to "Opt-Out" of the provisions of UCITA and its application to this Agreement or the transaction of the parties and the parties further agree that



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UCITA shall not apply to this Agreement or the transaction of the parties. To the extent that certain provisions of UCITA may not be excluded under the law applicable to the Agreement or under the provision of Section 104 of UCITA, only those provisions that cannot be excluded by mutual agreement of the parties pursuant to Section 104 shall apply and no other provision of UCITA shall be applicable to the Agreement or the transaction of the parties.

(k) Use of Name. Licensee hereby authorizes Matrix to identify Licensee as a customer of Matrix, and to use Licensee's name in connection with any press release, any online or printed marketing materials, or for any similar use.

(l) Assignment; Binding Effect. Matrix may not assign this Agreement without the written consent of Licensee (which shall not be unreasonably withheld); provided, however, that Matrix may assign its rights and obligations under

this Agreement to any partner, acquiror, purchaser, successor, lender or the like during a merger, consolidation, sale, or other business combination or any recapitalization, joint venture, strategic partnering arrangement, reorganization, restructuring or similar transaction (including without limitation, sale of stock by Matrix or any of its shareholders). Licensee may not assign this Agreement without the prior written consent of Matrix (which shall not be unreasonably withheld). This Agreement will inure to the benefit of and be binding upon each party and its respective successors and permitted assigns.

(m) Counterparts. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

Resolution

Number 18-1687

Adopted Date October 30, 2018

APPROVE AMENDMENTS #16 (SERVICE AGREEMENT) AND #21 (MONITORING AGREEMENT) TO THE CURRENT HOME INCARCERATION AGREEMENT WITH BI INCORPORATED FOR ELECTRONIC MONITORING/SERVICE ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT SERVICES, COMMUNITY CORRECTIONS DIVISION

BE IT RESOLVED, to approve Amendments #16 and #21 to the current Home Incarceration Agreement with BI Incorporated (procured via US Communities Co-op purchase program) for electronic monitoring/service on behalf of Warren County Common Pleas Court Services, Community Corrections Division; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a — BI Incorporated
Community Corrections (file)
Common Pleas (file)

AMENDMENT NO. 16

TO THE
EXACUTRACK AT SERVICE AGREEMENT
AGREEMENT NO. 082806DY1 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND

BOARD OF WARREN COUNTY COMMISSIONERS on Behalf of
WARREN COUNTY COMMON PLEAS COURT, COMMUNITY CORRECTIONS DIVISION ("Agency")

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

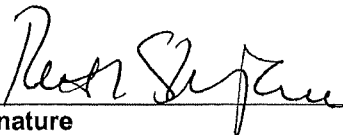
The term of the Agreement shall be extended under the same terms and conditions for one year, commencing January 1, 2019 through December 31, 2019.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED

**BOARD OF WARREN COUNTY
COMMISSIONERS on Behalf of
WARREN COUNTY COMMON PLEAS COURT,
COMMUNITY CORRECTIONS DIVISION**



Signature

Ruth Skerjanec

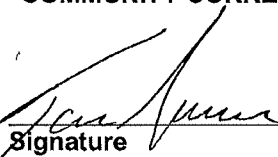
Printed Name

Vice President, Financial Planning

Printed Title

10/22/2018

Date



Signature

Tom Grossmann

Printed Name

President

Printed Title

10/30/18

Date

AMENDMENT NO. 21

TO THE
MONITORING SERVICE AGREEMENT NO.100996C1 ("Agreement")
BETWEEN

BI INCORPORATED ("BI")
AND

BOARD OF WARREN COUNTY COMMISSIONERS on Behalf of
WARREN COUNTY COMMON PLEAS COURT, COMMUNITY CORRECTIONS DIVISION ("Agency")

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

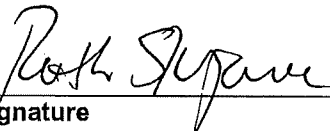
The term of the Agreement shall be extended under the same terms and conditions for one year, commencing January 1, 2019 through December 31, 2019.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

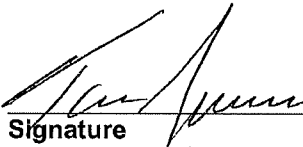
IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED

**BOARD OF WARREN COUNTY
COMMISSIONERS on Behalf of
WARREN COUNTY COMMON PLEAS COURT,
COMMUNITY CORRECTIONS DIVISION**



Signature



Signature

Ruth Skerjanec

Printed Name

Tom Grossmann

Printed Name

Vice President, Financial Planning

Printed Title

President

Printed Title

10/22/2018

Date

10/30/18

Date

Resolution

Number 18-1688

Adopted Date October 30, 2018

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #10/25/2018 001, #10/25/2018 002, #10/25/2018 003, #10/25/2018 004, #10/25/2018 005, #10/25/2018 006, #10/30/2018 001, #10/30/2018 002, #10/30/2018 003, #10/30/2018 005, #10/30/2018 006, and #10/30/2018 007; said batches are attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-1689

Adopted Date October 30, 2018

APPROVE VARIOUS REFUNDS

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

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ry
Refunds file

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 10/19/2018

From: BOARD OF ELECTIONS

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

A purchase order was not completed for this procurement because: UNEXPECTED EXPENSE

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		1300	400	\$ 8000

VENDOR NAME DELL

DESCRIPTION OF SERVICES security review- pathfinder services (state mandated)

DATE OF OBLIGATION 10/20/2018

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

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

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

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 15,957.18 DATE 10/18/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 21,975.53 DATE 10/22/18

FUND BALANCE NOW \$ 44,200,000.00

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-1691

Adopted Date October 30, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN RIVERCREST, SECTION FOUR, PHASE 'A' SITUATED IN HAMILTON TOWNSHIP.

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

BOND REDUCTION

Bond Number	:	17-010 (P/S)
Development	:	Rivercrest, Section Four, Phase 'A'
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$155,999.48
Surety Company	:	Berkley Insurance Company (#0207645)

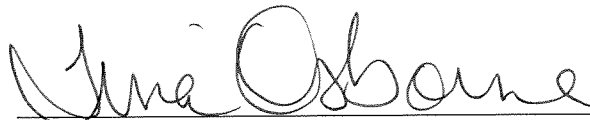
BE IT FURTHER RESOLVED, that the original amount of bond was \$256,728.02 and after the above reduction, the new required bond amount is \$100,728.54.

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste. 100, Cincinnati, OH 45249
Berkley Insurance Co., 4750 Steamboat Rd., Greenwich, CT 06830
Engineer (file)
Bond Agreement file

Resolution

Number 18-1692

Adopted Date October 30, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH TURNING LEAF, LLC FOR TURNING LEAF, SECTION 7A 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	:	17-016 (W/S)
Development	:	Turning Leaf, Section 7A
Developer	:	Turning Leaf, LLC
Township	:	Hamilton
Amount	:	\$8,193.85
Surety Company	:	Guarantee Company of North America USA (20151435)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Turning Leaf, LLC, 11025 Reed Hartman Highway, Suite B-1, Cincinnati, OH 45242
Guarantee Company of North America USA, One Towne Sq, Ste 1470, Southfield, MI 48076
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-1693

Adopted Date October 30, 2018

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN RIVERCREST, SECTION 3 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Rivercrest, Section 3
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$9,966.84
Surety Company	:	The Hanover Insurance Company (1041310)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1694

Adopted Date October 30, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION FIVE, PHASE D SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

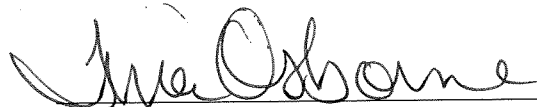
Bond Number	:	18-016 (W/S)
Development	:	Shaker Run, Section 5, Phase D
Developer	:	The Drees Company
Township	:	Turtlecreek
Amount	:	\$6,922.80
Surety Company	:	Liberty Mutual Insurance Company (Bond 014075775)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: The Drees Company, 211 Grandview Drive, Ft. Mitchell, KY 41017
Liberty Mutual Insurance Co., 8044 Montgomery Rd, Suite 150E, Cincinnati OH 45236
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-016 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
The Drees Company (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run
Subdivision, Section/Phase ^{FIVE} _{PH-D'} (3) (hereinafter the "Subdivision") situated in
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$69,228,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$6,922.80 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

The Drees Company

211 Grandview Drive

Ft. Mitchell, KY 41017

Ph. (859) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. (513) 792 - 1862

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.

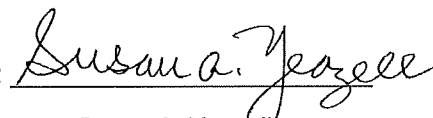
DEVELOPER: The Drees Company

SURETY: Liberty Mutual 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: 

SIGNATURE: 

PRINTED NAME: Jeff Hebel

PRINTED NAME: Susan A. Yeazel

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

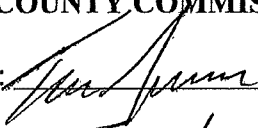
DATE: Oct. 17, 2018

DATE: October 15, 2018

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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 18-1694, dated 10/30/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 10/30/18

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Bond No. 014075775

MAINTENANCE BOND

Know All Men By These Presents, That we, The Drees Company
211 Grandview Drive, Ft. Mitchell, KY 41017
as Principal, and Liberty Mutual Insurance Company, a corporation
organized under the laws of the State of MA with principal place at 8044 Montgomery
Road, 150E, Cincinnati, OH 45236, as Surety, are held and
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH
452036 (hereinafter called Obligee) in the penal sum of Six Thousand
Nine Hundred Twenty-Two and 80/100, (\$ 6,922.80), for
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

DATED this 15th day of October 20 18.

WHEREAS, the said Principal has heretofore entered into a Subdividers
Contract with the Obligee above named for certain physical improvements for

Water and/or Sanitary Sewer in Shaker Run Subdivision
Phase Five, PH"D" in Turtlecreek Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said
Subdividers Contract has now been completed according to the approved plans and as
a condition of acceptance of the physical improvements offers this bond to said
Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) years from and after the 15th
day of October, 20 18, indemnify the Obligee against any loss or
damage directly arising by reason of any defect in the material or workmanship which
may be discovered within the period aforesaid, then this obligation shall be void;
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and the date
hereof shall be delivered facts showing such default and the date thereof shall be
delivered to the Surety by certified mail, at its Home Office in 175 Berkeley Street
Boston, MA 02117 promptly and in any event within thirty (30) days after the Obligee
or his representative shall learn of such default; and that no claim suit, or action by
reason of any default of the Principal shall be brought hereunder after the expiration of
thirty (30) days from the end of the maintenance period as herein set forth.

The Drees Company

Principal

By:

Its:

Liberty Mutual Insurance Company

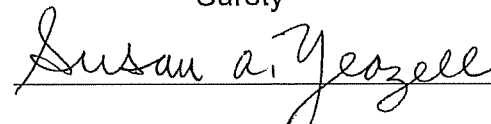
Surety

By:

Its:



Asst. Sec. Cincinnati Land



Susan A. Yeazell, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7822052

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth does hereby name, constitute and appoint, Dan E. Files, Susan A. Yeazell,

all of the city of Cincinnati, state of OH, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: *David M. Carey*
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 42. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company, authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2018.



By: *Renee C. Llewellyn*
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Resolution

Number 18-1695

Adopted Date October 30, 2018

ENTER INTO SIDEWALK SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION FIVE, PHASE "D" SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	18-018 (S)
Development	:	Shaker Run, Section Five, Phase "D"
Developer	:	The Drees Company
Township	:	Turtlecreek
Amount	:	\$96,408.00
Surety Company	:	Liberty Mutual Insurance Company (014075776)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

SIDEWALKS

Security Agreement No.

18-018(S)

This Agreement made and concluded at Lebanon, Ohio, by and between The Drees Company (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain Sidewalks in Shaker Run **Subdivision, Section/Phase** ^{FIVE,} _{PH. 'D'} (3) (hereinafter the "Subdivision") situated in Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter the "Sidewalks"); and,

WHEREAS, it is estimated that the total cost of the Sidewalks is \$74,160.00 and that the Sidewalks that have yet to be completed and approved may be constructed in the sum of \$74,160.00; and,

WHEREAS, the County Commissioners have determined to require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Sidewalks to secure the performance of the construction of uncompleted or unapproved Sidewalks in accordance with Warren County subdivision regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Sidewalks after the completion of the Sidewalks and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Sidewalks as may be required between the completion and tentative acceptance of the Sidewalks 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 \$96,408.00 to secure the performance of the construction of the uncompleted or unapproved Sidewalks in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Sidewalks.

2. The County Commissioners will, upon approval of the County Engineer of all Sidewalks in the Subdivision, tentatively accept all Sidewalks.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Sidewalks is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Sidewalks in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Sidewalks, 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 Sidewalks 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 Sidewalks in accordance with Warren County subdivision regulations and that upon the Sidewalks 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 \$14,832.00 to secure the performance of all maintenance upon the Sidewalks as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Sidewalks as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Sidewalks to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Sidewalks 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 Sidewalks, 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 Sidewalks 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 Sidewalks 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 Sidewalks by the County Commissioners and upon satisfactory completion of any required maintenance upon the Sidewalks to bring the Sidewalks into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Sidewalks. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Sidewalks 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 & 4 or 8 & 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Sidewalks 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 Sidewalks or the performance of maintenance upon the same in the case of default pursuant to Items 3 & 4 or 8 & 9 hereof.

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

A. To the County Commissioners:

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

B. To the County Engineer:

Warren County Engineer's Office
Attn: County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

The Drees Company

211 Grandview Drive

Ft. Mitchell, KY 41017

Ph. (859) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company
8044 Montgomery Road, Suite 150E
Cincinnati, OH 45236
Ph. (513) 792 - 1862

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

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

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due from Surety 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.

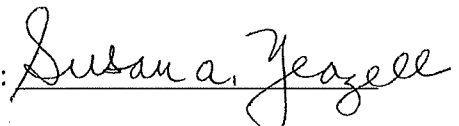
DEVELOPER: The Drees Company

SURETY: Liberty Mutual 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: 

SIGNATURE: 

PRINTED NAME: Jeff Hebler

PRINTED NAME: Susan A. Yeazell

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

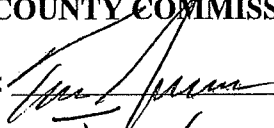
DATE: 10/17/18

DATE: October 15, 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 18-1695, dated 10/30/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

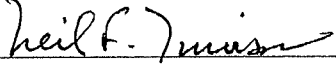
SIGNATURE: 

PRINTED NAME: Tom Grossmann


TITLE: President

DATE: 10/30/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Bond No. 014075776

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, The Drees Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Ninety-Six Thousand Four Hundred Eight and 0/100 Dollars (\$96,408.00) 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 Sidewalks in Shaker Run, Section Five, PH "D" Subdivision in Turtlecreek Township, Warren County, OH.

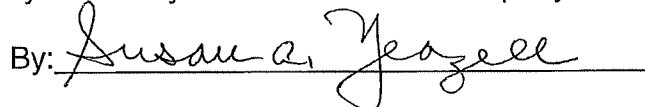
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Shaker Run, Section Five, PH "D" Subdivision on record at Warren County Commissioners, then this obligation shall be void and of no further legal 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 Ninety-Six Thousand Four Hundred Eight and 00/100 Dollars (\$96,408.00) and no more.

SIGNED AND DATED THIS 15th day of October, 2018

Principal: The Drees Company

By: 
Jeff Hebel, Assistant Secretary/
Cincinnati Land

Surety: Liberty Mutual Insurance Company

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7822051

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan E. Ries; Susan A. Yeazell

all of the city of Cincinnati state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed; any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2017



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS -- Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII -- Execution of Contracts -- SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee G. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2018



By: Renee G. Llewellyn
Renee G. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Resolution

Number 18-1696

Adopted Date October 30, 2018

ENTER INTO STREET AND APPURTENANCES SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION FIVE, PHASE "D" SITUATED IN TURTLECREEK TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	18-018 (P)
Development	:	Shaker Run, Section Five, Phase "D"
Developer	:	The Drees Company
Township	:	Turtlecreek
Amount	:	\$41,321.09
Surety Company	:	Liberty Mutual Insurance Company (014075777)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

18-018 (P)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
The Drees Company (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Shaker Run
_____ **Subdivision, Section/Phase** ^{FIVE} _{PH "D"} (3) (hereinafter the "Subdivision") situated in
Turtlecreek (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$206,605.45,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$24,865.80; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$41,321.09 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$41,321.09 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

The Drees Company

211 Grandview Drive

Ft. Mitchell, KY 41017

Ph. (859) 578 - 4324

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. (513) 792 - 1862

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.

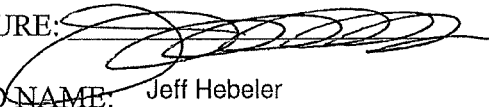
DEVELOPER: The Drees Company

SURETY: Liberty Mutual Insurance Company

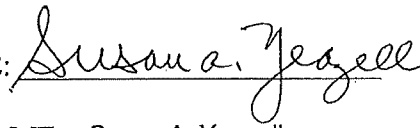
Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE:



SIGNATURE:



PRINTED NAME: Jeff Hebel

PRINTED NAME: Susan A. Yeazell

TITLE: Assistant Secretary/Cincinnati Land

TITLE: Attorney-in-Fact

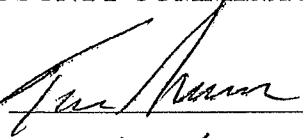
DATE: 10/17/18

DATE: October 15, 2018

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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 18-1696, dated 10/30/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 10/30/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Bond No. 014075777

PERFORMANCE BOND


KNOW ALL MEN BY THESE PRESENTS that, The Drees Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Forty-One Thousand Three Hundred Twenty-One and 09/100 Dollars (\$41,321.09) 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 Streets and Appurtenances in Shaker Run, Section Five, PH "D" Subdivision in Turtlecreek Township, Warren County, OH.

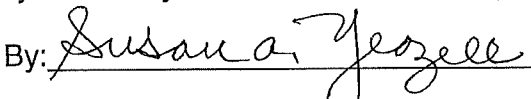
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Shaker Run, Section Five, PH "D" Subdivision on record at Warren County Commissioners, then this obligation shall be void and of no further legal 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 Forty-One Thousand Three Hundred Twenty-One an 09/100 Dollars (\$41,321.09) and no more.

SIGNED AND DATED THIS 15th day of October, 2018

Principal: The Drees Company

By: 
Jeff Hebel, Assistant Secretary/
Cincinnati Land

Surety: Liberty Mutual Insurance Company

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7822050

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dan E. Fies, Susan A. Yeazell

all of the city of Cincinnati, state of OH, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman of the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee G. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of October, 2018



By: Renee G. Llewellyn
Renee G. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Resolution

Number 18-1697

Adopted Date October 30, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION THREE BLOCK "D" SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT


Bond Number	:	18-018 (W/S)
Development	:	Providence, Section Three Block "D"
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$8,473.54
Surety Company	:	RLI Insurance Company (CMS0332575)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC, Dave Stroup, 3940 Olympic Blvd., Ste.100, Erlanger KY 41018
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-018 (W/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Grand Communities, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
RLI Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Providence
Subdivision, Section/Phase Three, Block "D" (3) (hereinafter the "Subdivision")
situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision
regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$84,735.35,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$0.00 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$8,473.54 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

Grand Communities, LLC
Dave Stroup
3940 Olympic Boulevard, Suite 100
Erlanger, KY 41018
Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W Van Buren Suite 350

Chicago, IL 60607

Ph. (312) 675 - 4143

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.

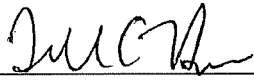
IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

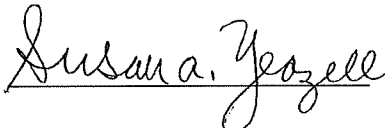
DEVELOPER: Grand Communities, LLC
a Kentucky Limited Liability Company

SURETY: RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan E. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: _____

DATE: September 25, 2018

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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 18-1697, dated 10/30/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 10/30/18

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Bond No. CMS0332575

MAINTENANCE BOND

Know All Men By These Presents, That we, Grand Communities, LLC
3940 Olympic Blvd, Suite 100, Erlanger, Kentucky 41018
as Principal, and RLI Insurance Company, a corporation
organized under the laws of the State of Illinois with principal place 525 W. Buren
Suite 350, Chicago, IL 60607, as Surety, are held and
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH
45036 (hereinafter called Obligee) in the penal sum Eight Thousand
Four Hundred Seventy-Three and 54/100, (\$ 8,473.54), for
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

DATED this 25th day of September, 20 18.

WHEREAS, the said Principal has heretofore entered into a Subdividers Contract
with the Obligee above named for certain physical improvements for

Water and/or Sanitary Sewer in Providence, Section Three "Block "D" Subdivision
located in Hamilton Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said
Subdividers Contract has now been completed according to the approved plans and as
a condition of acceptance of the physical improvements offers this bond to said Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) years from and after the 25th
day of September, 20 18, indemnify the Obligee against any loss or
damage directly arising by reason of any defect in the material or workmanship which
may be discovered within the period aforesaid, then this obligation shall be void;
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and the date
hereof shall be delivered facts showing such default and the date thereof shall be
delivered to the Surety by certified mail, at its Home Office in 525 Van Buren, Suite
350, Chicago, IL 60607 promptly and in any event within thirty (30) days after the
Obligee or his representative shall learn of such default; and that no claim suit, or action
by reason of any default of the Principal shall be brought hereunder after the expiration
of thirty (30) days from the end of the maintenance period as herein set forth.

Grand Communities, LLC
A Kentucky Limited Liability Company

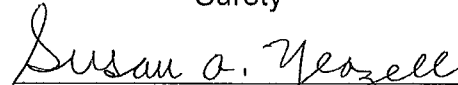
Principal

By: 

Its: Todd E. Huss, President

RLI Insurance Company

Surety

By: 

Its: Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of November, 2017.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

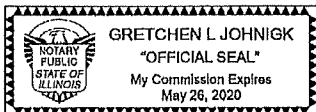
On this 22nd day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 25th day of September, 2018.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Resolution

Number 18-1698

Adopted Date October 30, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN PROVIDENCE, SECTION THREE, BLOCK "D" SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

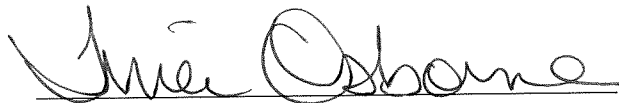
Bond Number	:	18-016 (P/S)
Development	:	Providence, Section Three, Block "D"
Developer	:	Grand Communities, LLC
Township	:	Hamilton
Amount	:	\$27,183.00
Surety Company	:	RLI Insurance Company (CMS0330524)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

18-0116 (P/S)

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Providence Subdivision, Section/Phase ^{Three, Block "D"} (3) (hereinafter the "Subdivision") situated in (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$99,342.52, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$20,910.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$27,183.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

WARREN COUNTY
COMMISSIONERS
2018 OCT 24 AM 8:12
RECEIVED

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$19,868.50 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

Grand Communities, LLC
Dave Stroup
3940 Olympic Boulevard, Suite 100
Erlanger, KY 41018
Ph. (859) 344 - 3131

D. To the Surety:

RLI Insurance Company

525 W. Van Buren, Suite 350

Chicago, IL 60607

Ph. (312) 675 - 4136

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

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

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

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

___ **Original Escrow Letter** (attached)

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

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

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

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

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


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

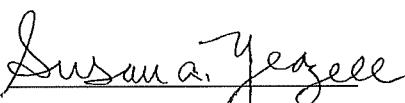
DEVELOPER: Grand Communities, LLC
a Kentucky Limited Liability Company

SURETY: RLI Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Todd E. Huss

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

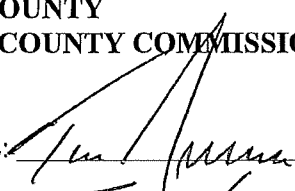
DATE: 9/28/2018

DATE: September 25, 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 18-1698, dated 10/30/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

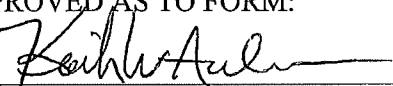
TITLE: President

DATE: 10/30/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

PERFORMANCE BOND


KNOW ALL MEN BY THESE PRESENTS that, Grand Communities, LLC., as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Oblige, in the sum of Twenty-Seven Thousand One Hundred Eighty-Three and 00/100 Dollars (\$27,183.00) 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 Streets and Appurtenances Including Sidewalks in Providence Subdivision, Section Three, Block "D" in Hamilton 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 Streets and Appurtenances Including Sidewalks in Providence Subdivision, Section Three, Block "D" in Hamilton Township, Warren County, OH, on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Twenty-Seven Thousand One Hundred Eighty-Three and 00/100 Dollars (\$27,183.00) and no more.

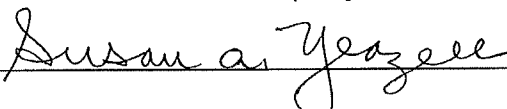
SIGNED AND DATED THIS 25th day of September, 2018

Principal: Grand Communities, LLC
A Kentucky Limited Liability Company

By: 

Todd E. Huss, President

Surety: RLI Insurance Company

By: 

Susan A. Yeazell, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Dan E. Ries, Susan A. Yeazell, jointly or severally

in the City of Cincinnati, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 22nd day of November, 2017.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

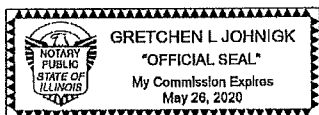
On this 22nd day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 25th day of September, 2018.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



Resolution

Number 18-1699

Adopted Date October 30, 2018

APPROVE VARIOUS RECORD PLATS

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

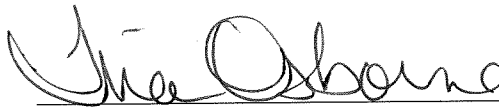
- Providence Section Three Block "D" – Hamilton Township
- Shaker Run Section Five Phase D – Turtlecreek Township
- Rose Road Subdivision – Deerfield Township

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-1700

Adopted Date October 30, 2018

APPROVE APPROPRIATION DECREASE IN THE MIAMI VALLEY GAMING TIF FUND
485

BE IT RESOLVED, to approve the following appropriation decrease:

\$32,371.56 from # 485-3120-750 (Dist of Funds)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) ry
Appropriation Decrease file
OMB

Resolution

Number 18-1701

Adopted Date October 30, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DOMESTIC RELATIONS COURT
FUND #101-1230

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,000.00	from #101-1230-910	(Other Expense)
	into #101-1230-210	(Material & Supplies)
\$4,000.00	from #101-1230-910	(Other Expense)
	into #101-1230-317	(Non-Capital Purchases)
\$3,200.00	from #101-1230-910	(Other Expense)
	into #101-1230-820	(Health Insurance, General)


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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Domestic Relations (file)

Resolution

Number 18-1702

Adopted Date October 30, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN FRANKLIN MUNICIPAL FUND
#101-1271

BE IT RESOLVED, to approve the following appropriation adjustment:

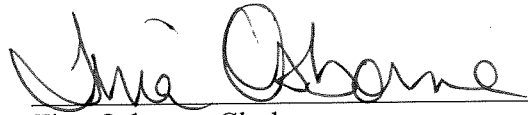
\$ 800.00	from	#101-1271-820	(Franklin Municipal –Health Ins)
	into	#101-1271-155	(Franklin Municipal – Personal Srvs Reimb)


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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Franklin Municipal Court (file)
OMB

Resolution

Number 18-1703

Adopted Date October 30, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUNDS #101-1280

BE IT RESOLVED, to approve the following appropriation adjustments:

\$1,000.00 from #101-1280-910 (Other Expense)
 into #101-1280-441 (Jury Fees)

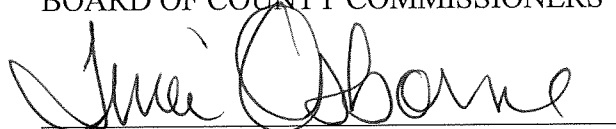
\$ 300.00 from #101-1280-910 (Other Expense)
 into #101-1280-142 (Acting Judges)

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

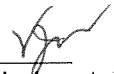
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
County Court (file)

Resolution

Number 18-1704

Adopted Date October 30, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT NOTARY PUBLIC FUND #101-1292

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 100.00	from #101-1292-830	(Workers Compensation DAWR)
	into #101-1292-102	(Regular Salaries)
\$ 50.00	from #101-1292-210	(Material & Supplies)
	into #101-1292-102	(Regular Salaries)
\$ 25.00	from #101-1292-210	(Material & Supplies)
	into #101-1292-811	(PERS)


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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1705

Adopted Date October 30, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND
#101-2600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00 from #101-2600-320 (Capital Purchases)
 into #101-2600-210 (Supplies)


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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Juvenile (file)

Resolution

Number 18-1706

Adopted Date October 30, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #206

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00	from	#206-2700-910	(Other Expense)
	into	#206-2700-855	(Clothing/Equip)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor VJ
Appropriation Adj. File
Dog & Kennel (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1707

Adopted Date October 30, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #265

BE IT RESOLVED, in order process vouchers, it is necessary to approve the following appropriation adjustment:

\$5,000.00 from #265-3420-317 (Non-Capital Purchases)
into #265-3410-950 (Refunds)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor VY
Appropriation Adj. file
OGA (file)

Resolution

Number 18-1708

Adopted Date October 30, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKERS COMPENSATION
FUND #636

BE IT RESOLVED, to approve the following appropriation adjustment:


\$25,000.00 from #636-0110-400 (Workers Comp –Purchased Services)
into #636-0110-932 (Worker Comp – Medical Claims)


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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Commissioners file
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1709

Adopted Date October 30, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BUILDING AND ZONING
DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustments:


188.95	from #101-2300-830	(Workers Comp DAWR)
	into #101-2300-317	(Non Capital Purchases)
\$2,147.50	from #101-2300-210	(Office Supplies)
	into #101-2300-400	(Purchased Services)

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

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

Resolution adopted this 30th day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor VJ
Appropriation Adj. file
Building/Zoning (file)