

# Resolution

Number 22-1752

Adopted Date November 22, 2022

## HIRE KENNETH COLE AS WATER DISTRIBUTION WORKER III WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT


BE IT RESOLVED, to hire Kenneth Cole, as Water Distribution Worker III, within the Warren County Water and Sewer Department, classified, part-time permanent, non-exempt status (20-24 hours per week), Pay Range #17, \$23.45 per hour, under the Department of Water and Sewer Compensation Plan, effective December 5, 2022, subject to a drug screen and 365-day probationary period.

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

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

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Kenneth Cole's Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer

# Resolution

Number 22-1753

Adopted Date November 22, 2022

## HIRE JAMES STEPHENS AS WATER DISTRIBUTION WORKER III WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

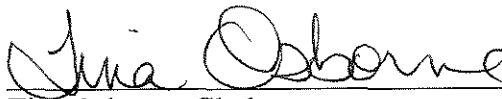
BE IT RESOLVED, to hire James Stephens, as Water Distribution Worker III, within the Warren County Water and Sewer Department, classified, part-time permanent, non-exempt status (20-24 hours per week), Pay Range #17, \$23.45 per hour, under the Department of Water and Sewer Compensation Plan, effective December 5, 2022, subject to a drug screen and 365-day probationary period.

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

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

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: James Stephens' Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer

# Resolution

Number 22-1754

Adopted Date November 22, 2022

APPROVE PAY INCREASE FOR TOM RHOADES WITHIN THE WARREN COUNTY  
WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Rhoades has obtained an Ohio EPA laboratory certification; and

WHEREAS, pursuant to Water and Sewer Work Rule number 3.2, employees maintaining an Ohio EPA laboratory certification are entitled to a five (5) percent increase; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Tom Rhoades within the Water and Sewer Department, at \$29.40 per hour, effective pay period beginning November 19, 2022:

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
T. Rhoades' Personnel File  
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1755

Adopted Date November 22, 2022

ACCEPT RESIGNATION OF MEGAN MAHONEY WITHIN WARREN COUNTY FACILITIES MANAGEMENT, EFFECTIVE NOVEMBER 10, 2022


BE IT RESOLVED, to accept the resignation of Megan Mahoney, Part-Time Administrative Help, within Warren County Facilities Management, effective November 10, 2022.

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Facilities Management (file)  
M. Mahoney's Personnel file  
OMB – Sue Spencer  
Tammy Whitaker



# Resolution

Number 22-1756

Adopted Date November 22, 2022

AUTHORIZE REQUEST FOR PROPOSALS FOR ENTERPRISE BACKUP SYSTEM FOR WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to advertise for Request for Proposals for Enterprise Backup System for Warren County Telecommunications; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals for one (1) week in a newspaper of general circulation beginning the week of November 27, 2022 and for two consecutive weeks on the Warren County website, with proposals due Monday, December 12, 2022 @ 3:00 p.m.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP

cc: Telecom (file)  
OMB Bid file

# Resolution

Number 22-1757

Adopted Date November 22, 2022

ENTER INTO CONTRACT WITH OVERHEAD DOOR COMPANY OF GREATER CINCINNATI FOR THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT OVERHEAD DOOR PROJECT

WHEREAS, pursuant to Resolution #22-1237 dated August 16, 2022, this Board approved a Notice of Intent to Award Bid for the Lower Little Miami Wastewater Treatment Plant Overhead Door Project to Overhead Door Company of Greater Cincinnati for a total bid price of \$231,462.04; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Overhead Door Company of Greater Cincinnati, 9345 Princeton Glendale Road, Hamilton, Ohio 45011, for a total contract price of \$231,462.04; 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KP/

cc: c/a— Overhead Door Company of Greater Cincinnati  
Water/Sewer (file)  
OMB Bid file

SECTION 00 60 10

CONTRACT

THIS AGREEMENT, made this <sup>25</sup> day of <sup>November</sup> ~~October~~, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and <sup>Garage Door Systems, LLC</sup> ~~OVERHEAD DOOR COMPANY OF GREATER CINCINNATI,~~ <sup>7014 W. 2872</sup> ~~9345 Princeton-~~ <sup>WP</sup> ~~Glendale Road, Hamilton, Ohio 45011~~ doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

**LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT OVERHEAD DOOR REPLACEMENT PROJECT**

hereinafter called the project, for the sum of **\$231,462.04 (Two Hundred Thirty- One Thousand, Four Hundred Sixty-Two Dollars and Four Cents)**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

Addendum  
Division 00 – Contract Requirements  
Division 01 to 48 – Technical Specifications  
General Conditions  
Supplemental Conditions  
Any and All Bid Documents  
Construction Drawings

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

Substantial Completion: 180 Days from Notice to Proceed.

Final Completion: 210 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

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

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

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

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

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

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

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

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

ATTEST:

*Laura Lander*  
\_\_\_\_\_  
Laura Lander

Name

WARREN COUNTY BOARD OF  
COMMISSIONERS

(Owner)

*Tom Grossmann*  
\_\_\_\_\_

Tom Grossmann, President



JODI M WRIGHT  
Notary Public  
State of Ohio  
My Comm. Expires  
January 27, 2026

(Seal)

ATTEST:

*Jodi M Wright*  
\_\_\_\_\_

DBA Garage Door Systems LLC  
Overhead Door Company of Greater Cincinnati  
(Contractor)

By:

*Leslie Aree*  
\_\_\_\_\_

Name

*Leslie Aree, General Manager*  
\_\_\_\_\_

Title

Approved as to Form:

*Adam M. Nier*  
\_\_\_\_\_  
Assistant Prosecutor  
Adam M. Nier

# Resolution

Number 22-1758

Adopted Date November 22, 2022

APPROVE FIRST EXTENSION TO AGREEMENT FOR ADMINISTRATIVE FUNCTIONS WITH COUNCIL ON AGING OF SOUTHWESTERN OHIO RELATIVE TO WARREN COUNTY ELDERLY SERVICES


BE IT RESOLVED, to approve first extension to the Agreement for Administrative Functions with Council on Aging of Southwestern, Ohio; 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/to

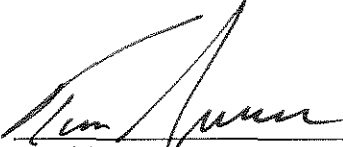
cc: Council of Aging of SW Ohio  
Tiffany Zindel  
C/A—Council on Aging of Southwestern, Ohio  
Elderly Services file

**First Service Agreement Extension**


**WHEREAS**, Resolution Number 21-1853 approved and entered into an agreement with Council on Aging of Southwestern Ohio beginning 1 January 2022 and ending 31 December 2022 to provide administrative services for the senior citizens (elderly) residents of Warren County, and

**WHEREAS**, said agreement provided for its extension for successive one (1) year time periods, up to the five (5) tax years of the Senior Citizens Services Levy (Levy), subject to written agreement by both parties; and

**NOW THEREFORE BE IT RESOLVED**, that the Agreement between this Board and the Council on Aging of Southwestern Ohio for the administrative services is extended for the first one year term beginning 1 January 2023, and ending 31 December 2023, at a cost of \$578,928 per year.


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

11/22/22  
Date

  
\_\_\_\_\_  
Council on Aging of Southwestern Ohio

11/9/22  
Date

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor  
*Adam Nae*

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1759

Adopted Date November 22, 2022

APPROVE FIRST EXTENSION TO AGREEMENT FOR INTAKE, ASSESSMENT AND CASE MANAGEMENT FUNCTIONS WITH COUNCIL ON AGING OF SOUTHWESTERN OHIO ON BEHALF OF WARREN COUNTY ELDERLY SERVICES

BE IT RESOLVED, to approve the first extension to the agreement for Intake, Assessment, and Case Management Functions with Council on Aging of Southwestern, Ohio; 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/to

cc: Council of Aging of SW Ohio  
Tiffany Zindel  
C/A—Council on Aging of Southwestern, Ohio  
Elderly Services file

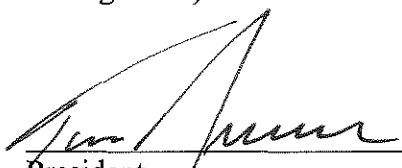


**First Service Agreement Extension**


**WHEREAS**, Resolution Number 21-1852 approved and entered into an agreement with Council on Aging of Southwestern Ohio beginning 1 January 2022 and ending 31 December 2022 to provide intake, assessment and case management for the senior citizens (elderly) residents of Warren County, and

**WHEREAS**, said agreement provided for its extension for successive one (1) year time periods, up to the five (5) tax years of the Senior Citizens Services Levy (Levy), subject to written agreement by both parties; and

**NOW THEREFORE BE IT RESOLVED**, that the Agreement between this Board and the Council on Aging of Southwestern Ohio for intake, assessment and case management is extended for the first one year term beginning 1 January 2023, and ending 31 December 2023, at a cost of \$2,024,604.00 per year (\$105,278.00 – intake and assessment, \$1,655,746.00 – case management and \$263,580 Fast Track Case Management).


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

11/22/22  
Date

  
\_\_\_\_\_  
Council on Aging of Southwestern Ohio

11/9/22  
Date

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor  
Adam Nice

|

# Resolution

Number 22-1760

Adopted Date November 22, 2022

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR NEW BATTERY POWER PLANT INSTALLATION TO OPERATE THE WASHINGTON TOWNSHIP TOWER DURING POWER DISRUPTION UNTIL GENERATOR IS UP

WHEREAS, the battery power plant installation is necessary for the operation of the equipment at the Washington Township Tower in Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the battery power plant installation at the Washington Township Tower; and

BE IT FURTHER RESOLVED, to approve Requisition #223139 in the amount of \$ 25,907.09 for new battery power plant install from Mobilcomm estimated for power operation for Washington Township Tower by Mobilcomm.

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1761

Adopted Date November 22, 2022

**AUTHORIZE DIRECTOR OF EMERGENCY SERVICES TO SIGN WORK BASED  
LEARNING AGREEMENTS WITH BUTLER TECH**

BE IT RESOLVED, to authorize the Director of Emergency Services Department to sign Work Based Learning Agreements with Butler Tech relative to work-based learning for student off-site placement or internships, providing students with hands on learning through the Warren County Department of Emergency Services.

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

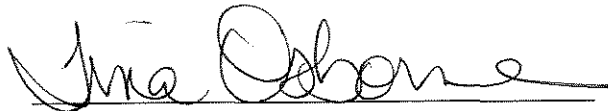
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Butler Tech  
Emergency Services (file)



# Work Based Learning Agreement

Student Information		
First Name	Last Name	Email

Instructor Information		
Teacher Name	School Name	Program

Business Information	
Business Name	Business Address
Warren County Emergency Communications Center	520 Justice Drive Lebanon, OH 45036

Mentor/Supervisor Information			
Mentor Name	Mentor Title	Mentor Phone	Mentor Email
Melissa Bour	Warren County Emergency Services Director	(513) 697-1772	melissa.bour@wcoh.net

Experience Information		
Type of Experience	Title	Hourly Wage
Off Site Placement or Internship	Dispatch Internship	\$0.00

By signing below, each party confirms they have reviewed this learning agreement in its entirety and agrees to abide by the roles and responsibilities as indicated.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employer/Mentor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Instructor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Roles and Responsibilities

### ALL PARTIES

1. All parties agree that the primary purpose of the work-based learning experience is educational attainment for the student.
2. The instructor/educational representative, the parent and/or caregiver, the student and the employer/business mentor will jointly identify learning outcomes, develop learning experiences and job tasks, and will maintain and update this plan accordingly.
3. All related learning experiences and job tasks will be identified and managed utilizing this plan.
4. All concerns and challenges should be addressed to and resolved by the instructor/educational representative, in partnership with the student and employer/business mentor, and in communication with the parent and/or caregiver.
5. The agreement will not be terminated without the knowledge of all parties.

### STUDENT

1. The student will observe and uphold the policies, rules and regulations of the school, the business and all other professional environments.
2. The student will maintain a positive and professional attitude and appearance, including good hygiene.
3. In the event of a necessary absence, advance notification will be provided to both the instructor/educational representative and the employer/business mentor.
4. When possible, the student will attend functions that show appreciation for the employer/business mentor.
5. The student will complete all required employment forms, records of experience, and other assignments as outlined in this agreement.
6. The student may withdraw or transfer from a work-based learning placement, after providing appropriate notification and with approval of the instructor/educational representative, when it is educationally appropriate or beneficial.
7. The student will not, at any time, both during and after my experience, communicate or disclose confidential information to any person, corporation, or entity. This also pertains to social media communication.

### PARENT/GUARDIAN

1. The parent and/or caregiver will support the student in demonstrating appropriate personal conduct at school and work.
2. Transportation to and from the worksite must be approved by the parent and/or caregiver.
3. The parent and/or caregiver may inquire with both the student and the instructor/educational representative regarding the student's performance and growth throughout the experience.

### EMPLOYER/BUSINESS MENTOR

1. The employer/business mentor will direct the student to complete job tasks in alignment with the learning outcomes identified in this agreement.
2. The employer/business mentor will routinely evaluate the student's performance and growth throughout the experience (as defined in this agreement).
3. The employer/business mentor agrees to provide regular feedback to the student regarding their progress in performing job tasks, particularly in between scheduled formal evaluations and whenever it will enhance the student's educational attainment.
4. The employer/business mentor will observe and uphold all state and federal employment and compensation laws.

### INSTRUCTOR

1. The instructor/educational representative will routinely observe and evaluate the student's on-the-job performance (as defined in this agreement).
2. The instructor/educational representative agrees to provide regular guidance and feedback to the student regarding challenges and opportunities that arise from observation, or in discussion with the student or employer/business mentor.
3. Using multiple methods of evaluation from throughout the experience, the instructor/educational representative will determine the student's final grade in the case of any credit earned.
4. The instructor/educational representative is responsible for assisting the student in identifying and coordinating supplemental educational activities to enhance learning outcomes.

# Request to Leave School

Student Information		
First Name	Last Name	Email

Instructor Information		
Teacher Name	School Name	Program

Business Information	
Business Name	Business Address
Warren County Emergency Communications Center	520 Justice Drive Lebanon, OH 45036

Mentor/Supervisor Information			
Mentor Name	Mentor Title	Mentor Phone	Mentor Email
Melissa Bour	Warren County Emergency Services Director	(513) 697-1772	melissa.bour@wcoh.net

Experience Information		
Type of Experience	Title	Hourly Wage
Off Site Placement or Internship	Dispatch Internship	\$0.00

Typical Weekly Schedule
Monday: - Tuesday: - Wednesday: Thursday: - Friday: Saturday: - Sunday: -

Counselor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Resolution

Number 22-1762

Adopted Date November 22, 2022

## AUTHORIZE DIRECTOR OF EMERGENCY SERVICES TO SIGN CAREER PLACEMENT APPLICATIONS WITH WARREN COUNTY CAREER CENTER

BE IT RESOLVED, to authorize the Director of Emergency Services Department to sign Career Placement Applications with Warren County Career Center relative to work-based learning for student off-site placement or internships, providing students with hands on learning through the Warren County Department of Emergency 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Warren County Career Center  
Emergency Services (file)



**WARREN COUNTY  
CAREER  
CENTER**

**Main Campus:**  
3525 N. St. Rt. 48  
Lebanon, OH 45036  
Phone: 513.932-5677  
Fax: 513.932.3810  
Website: mywccc.org

**Atrium Campus:**  
5757 Innovation Dr.  
Middletown, OH 45005  
Phone: 513.932.5677, ext. 4504  
Fax: 513.933.3961  
Website: mywccc.org

***WARREN COUNTY CAREER CENTER  
CAREER PLACEMENT APPLICATION***

***2022-23***

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***STUDENT NAME***

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***CAREER TECHNICAL PROGRAM***



**Career Placement for school year 2022-23**  
**Senior Placement Option**

**Overview**

Career placement provides experience for students to develop broad transferable skills. Career placement also provides students with the opportunities to study complex subject matter as well as vital workplace skills in a hands-on, "real-life" environment.

The School Administration will review all Career Placement proposals. If initially approved, a committee consisting of WCCC counselors, academic instructors, administrators, and others may be asked to review the proposal if necessary. *Before any career placement may begin, approval must be in place. The placement process will not begin until application has been approved.*

**Placements only permitted during lab time.**

**Placement students must maintain grade, attendance and discipline standards to remain eligible for out of school placement during the school day.**

**Instructors are responsible for obtaining all necessary paperwork from the Main campus or Atrium campus. All paperwork is to be processed through the Administration.**

**Guidelines for Career Placement**

Student must be/have:

- Recommended by senior program instructor;
- On track to graduate;
- At least a C average in lab program and passing all other subject areas (no D's or F's) First semester senior year grades will be used to determine eligibility for placement;
- All required correspondence courses completed;
- Emergency Medical Form completed and on file;
- 90% attendance rate first semester senior year = maximum 7.5 days absent;
- All school/lab fees paid (including home school fees) or an approved plan with Mr. Hart at Main Campus / Mrs. Gambill at Atrium;
- If absent from school will not be permitted to report to work that day;
- Any previous Career Placement activities such as Job Shadowing or Internships must be listed as a part of the application;
- Job responsibilities must be completed and agreed upon by the Career Technical instructor and the employers and approved by the administration before any consideration of approval will be given;
- Input must be received from the employer in line with the Learning Plan objectives. Evaluation forms to be used must be submitted with the original proposal. Any deviation from this guideline will immediately end the Career Placement opportunity;
- Student shall not have in-school or out of school discipline referrals during the first semester senior year to be considered for placement or at the discretion of administration and instructor;
- Students may need to miss work and remain at school for certain activities (such as testing, field trips, etc.);
- Exceptions may be made on a case by case basis for disability-related or other reasons with administration approval. To request an exception, contact Main Campus – Mike Hart/ Atrium Campus – Kim Gambill.

Warren County Career Center  
Career Placement Agreement


This agreement may be terminated for any of the following reasons: nonperformance on the part of the student or employer, relocation of either the student or employer, or a change in the student's career choice. Also, if the student does not maintain grade, attendance, and behavior standards, the agreement will be terminated.

Employer/Training Site Responsibilities

- The employer must recognize that a training plan is to be followed and that supervision of the student will be needed. The training site is an extension of the school.
- In consideration of employment the employer will be an equal opportunity employer and will not discriminate against the student based on race, color, national origin, sex, or on disability.
- The employer or an appointed representative shall assist the program instructor:
  - In developing a written training plan respective to the student's job needs, strengths and weaknesses.
  - In closely supervising the student's work experience.
  - In assisting the advancement of the student's training.
  - In evaluating the student's performance, habits, work ethics, and attitude.
- The student will be given a variety of work assignments reflective of the program's curriculum and will be supervised by an experienced person.
- The employer will provide necessary safety instructions, including protocols related to COVID-19.
- The employer/mentor agrees to keep accurate records of the student's attendance and to notify the instructor if the student is absent without notification. All records will be maintained in a confidential manner. In addition, the employer/mentor agrees to consult the instructor on any major problems that arise with the student. *The student may not work if absent from school.*
- The career placement site agency agrees to permit school representatives to visit the student and mentor at the site.
- The employer/mentor agrees to provide adequate equipment, materials, and facilities required for an appropriate student learning experience.
- Provide the student with the same equal treatment, consideration, and benefits given other employees regarding safety, health, and general working conditions.
- If the employer feels that the student must be discharged or transferred, the program instructor should be notified before the discharge. Being discharged is a serious matter and should be treated as such.
- Provide Worker's Compensation Insurance for the student employee.
- The employer will not use the student as a means to displace a regular worker.

I understand that failure to maintain the standards agreed upon in this proposal will result in termination of career placement.

~~APPROVED AS TO FORM~~



Derek B. Faulkner

Asst. Prosecuting Attorney

Employer/Training Mentor Signature

Date

Warren County Career Center  
Career Placement Agreement

This agreement may be terminated for any of the following reasons: nonperformance on the part of the student or employer; relocation of either the student or employer; or a change in the student's career choice. Also, if the student does not maintain grade, attendance, and behavior standards, the agreement will be terminated.

**INSTRUCTOR RESPONSIBILITIES**

- The instructor agrees to explain the purpose of the Career Placement program to the employer/training mentor.
- The instructor agrees to meet with the employer to develop a Training Agreement and Training Plan for the student.
- The instructor agrees to complete all necessary forms and documents needed for the approval process. The training agreement must be attached to receive approval.
- The instructor agrees to provide the student with orientation and preparation before beginning work-based activities.
- The instructor agrees to coordinate all facets of career placement and curriculum development: lesson plans, training plans and agreements, student evaluation sheets, mentor orientation, parent orientation, etc. and make sure the employer/training mentor has a copy of the agreement and training plan on file.
- Enforce all Career Placement regulations concerning grades and attendance.
- The instructor agrees to keep an accurate record of work completed in class as well as attendance and grades/evaluations received for proper credits to be received.
- The instructor agrees to obtain an evaluation of the student's progress from the employer at a minimum of every two weeks.
- Consult all parties before making adjustments in employment. The instructor shall have the authority to transfer or withdraw a student at any time, after consulting all parties concerned.

I understand that failure to maintain the standards agreed upon in this proposal will result in termination of Career Placement.

---

Instructor Signature

---

Date

Warren County Career Center  
Career Placement Agreement

This agreement may be terminated for any of the following reasons: nonperformance on the part of the student or employer; relocation of either the student or employer, or a change in the student's career choice. Also, if the student does not maintain grade, attendance, and behavior standards, the agreement will be terminated.

**STUDENT RESPONSIBILITIES**

- The student is expected to maintain 100% attendance for both school and work. Shall attend all academic and career technical responsibilities, maintain a responsible attitude and shall strive for the highest level of achievement possible in all classes. The student will be subject to removal from the Career Placement if unsuccessful in maintaining all grades, attendance, and discipline standards. The instructor will handle individual problems.
- Will perform all duties in a manner that will reflect credit to the school, company, and the student. Any infraction of a school rule shall give cause for removal from the program.
- Shall telephone the instructor as well as the employer when he/she is going to be absent. *The student is not permitted to work if he/she did not attend school.*
- Will work an agreed hours per week at the approved Career Placement site.
- *The student will conform to those standards of dress and appearance as set by the school and those expected of workers in the community.*
- The student will strictly adhere to any safety requirements while at the employer site.
- The student will be responsible for transportation to and from the work site.
- The student may not quit a job without the approval of the program instructor and without giving proper notice to the employer.
- The student is not covered by or eligible for unemployment benefits.

*If the Career Center or the student's home school is closed due to inclement weather, the student is permitted to report to work only if the student and his/her parents agree that there are no safety concerns. In case of unsafe conditions, the student must telephone the employer before his/her scheduled starting time.*

I understand that failure to maintain the standards agreed upon in this proposal will result in termination of career placement site.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

Warren County Career Center  
Career Placement Agreement

This agreement may be terminated for any of the following reasons: nonperformance on the part of the student or employer, relocation of either the student or employer, or a change in the student's career choice. Also, if the student does not maintain grade, attendance, and behavior standards, the agreement will be terminated.

PARENT/GUARDIAN RESPONSIBILITIES

- Parent/Guardian understands that the Career Placement is intended for student's lab time only and that approved students must attend all other regularly scheduled classes daily.
- Shall be responsible for the personal conduct of the student on the job and shall provide an appropriate means of transportation to and from the job.
- Shall encourage son/daughter to meet the responsibilities of both school and work in every way possible.
- Must assume the responsibility of the student's whereabouts and/or actions when the student is released from school to go to the work-based site.
- To be responsible for meeting with program instructor or school administrators to discuss student's involvement in the Career Placement program.
- *The student is not permitted to work if he/she did not attend school.*

I understand that failure to maintain the standards agreed upon in this proposal will result in termination of career placement site.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**WARREN COUNTY CAREER CENTER  
2022-2023 CAREER PLACEMENT AGREEMENT**

**STUDENT INFORMATION**

Name:	Phone:
Address:	City/Zip:
DOB:	Grade: <span style="float: right;">Student ID#:</span>

**INSTRUCTOR/EDUCATOR INFORMATION**

Name:	Phone:
School Address:	City/Zip:
Position Title:	District/School:

**EMPLOYER/BUSINESS MENTOR INFORMATION**

Name:	Business/Organization:
Phone:	Address:
City/Zip:	Position Title:

**EXPERIENCE DETAILS**

Start Date: __/__/__ End Date: __/__/__	Grading Period(s):																																								
Career Field Pathway (if applicable):																																									
This experience will be considered for Credit Flexibility: <input type="checkbox"/> Yes <input type="checkbox"/> No																																									
<p><u>Type of Work-Based Learning:</u></p> <input type="checkbox"/> Off-Site Placement or Internship <input type="checkbox"/> Apprenticeship/Pre-Apprenticeship <input type="checkbox"/> Remote or Virtual Placement <input type="checkbox"/> Entrepreneurship <input type="checkbox"/> School-Based Enterprise <input type="checkbox"/> Simulated Work Environment  <input type="checkbox"/> Pay Rate: _____/hour <b>OR</b> (if applicable)  <input type="checkbox"/> Unpaid Internship	<p><u>Typical Weekly Schedule:</u></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 15%;">Day</th> <th colspan="2" style="width: 60%;">Time of Work</th> <th style="width: 25%;">Total Work Hours</th> </tr> <tr> <td></td> <th style="width: 20%;">From</th> <th style="width: 20%;">To</th> <td></td> </tr> </thead> <tbody> <tr><td>Mon</td><td></td><td></td><td></td></tr> <tr><td>Tue</td><td></td><td></td><td></td></tr> <tr><td>Wed</td><td></td><td></td><td></td></tr> <tr><td>Thurs</td><td></td><td></td><td></td></tr> <tr><td>Fri</td><td></td><td></td><td></td></tr> <tr><td>Sat</td><td></td><td></td><td></td></tr> <tr><td>Sun</td><td></td><td></td><td></td></tr> <tr> <td></td> <td colspan="2" style="text-align: right;"><i>Total</i></td> <td></td> </tr> </tbody> </table>	Day	Time of Work		Total Work Hours		From	To		Mon				Tue				Wed				Thurs				Fri				Sat				Sun					<i>Total</i>		
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**SIGNATURES**

*By signing, I agree that I have reviewed and approved the learning outcomes and evaluation plan documented in this agreement, and that I will comply with all identified roles & responsibilities herein.*

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

Parent/Caregiver: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

2022-23 Career Placement  
Qualification/Application

- After the packet is completed, please take the packet to:
  1. Your counselor in Student Services
  2. Director's Office (main campus or Atrium) for Administrator Approval

\_\_\_\_\_  
Student Name Career/Technical Program

Academic deficiencies \_\_\_\_\_ GPA \_\_\_\_\_

Correspondence completed \_\_\_\_\_

Discipline referrals \_\_\_\_\_ (1<sup>st</sup> semester, senior year – if yes, provide details)

Days absent \_\_\_\_\_ (90% = 7.5 days (44.625 hours) maximum – 1<sup>st</sup> semester, senior year)

\_\_\_\_\_  
Counselor Date

All fees have been paid. If no, balance due: \_\_\_\_\_. Student agrees to the following payment plan: \_\_\_\_\_

\_\_\_\_\_  
Treasurer (or authorized representative) Date

The signatures below indicate approval for the above-named student to apply for the WCCC Work Placement. All forms must be included with this application to receive final approval. It is understood that the instructor and the student agree to follow all guidelines of the Work Placement. This is only an application. If approved, the instructor will be notified.

\_\_\_\_\_  
Career/Technical Instructor Date

\_\_\_\_\_  
School Administrator Date

*After the counselor has approved the placement packet, please return the completed packet to the WCCC Director's office / Atrium Director's office for approval.*

# Resolution

Number 22-1763

Adopted Date November 22, 2022

APPROVE INTERGOVERNMENTAL AGREEMENT WITH THE WARREN COUNTY COMBINED HEALTH DISTRICT, FOR MEDICAL SERVICES AT WARREN COUNTY JUVENILE DETENTION CENTER AND MARY HAVEN YOUTH CENTER ON BEHALF OF WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve an Intergovernmental Agreement with the Warren County Combined Health District, for the provision of medical services for the Warren County Juvenile Detention Facility and the Mary Haven Youth Center on a temporary basis, on behalf of Warren County Juvenile Court; and

BE IT FURTHER RESOLVED, that said agreement will become effective upon adoption of this resolution, 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Combined Health District  
Juvenile (file)  
Mary Haven Youth Center (file)



## **INTERGOVERNMENTAL AGREEMENT FOR MEDICAL SERVICES AT WARREN COUNTY JUVENILE DETENTION CENTER AND MARY HAVEN YOUTH CENTER**

This agreement is effective as of the date last signed below, between the Warren County Board of Commissioners on behalf of the Warren County Juvenile Court whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Warren County"), and the Warren County Combined Health District, whose address is 416 S. East Street, Lebanon, Ohio 45036 (hereinafter "Health District"), for the provision of medical services for the Warren County Juvenile Detention Facility and the Mary Haven Youth Center.

**Whereas**, Warren County operates two youth facilities: the Warren County Juvenile Detention Facility (hereinafter "JDC") a 26 bed secure facility for juveniles taken into custody often due to alleged or adjudicated delinquent activity, with an average daily population of 10 juveniles; and, the Mary Haven Youth Center (hereinafter "MHYC") a 24 bed secure residential treatment center for juveniles adjudicated delinquent with an average daily population of 14 juveniles, both located at 900 Memorial Drive, Lebanon, Ohio 45036.

**Whereas**, Warren County requires medical services on a temporary basis for the juveniles secured in both JDC and MHYC while a new medical services provider is being procured.

**Whereas**, Health District is willing and able to provide medical services to the juveniles placed in both JDC and MHYC on a temporary basis.

**Now, therefore**, the parties hereby agree as follows:

### **1. Basic Services.**

**Health District** shall provide the following services:

- a. Provide access to licensed physician as necessary
- b. Provide 24-hour availability for consultation, advice and emergency services response
- c. Administer medication to youth 3 times daily, morning, afternoon, and evening
- d. Administer medication for juveniles when on leave for weekend passes
- e. Medication administration must include a procedure for medication receipt, storage, dispensing, in conformance with appropriate federal and state laws and regulations
- f. Perform medical physical examination within 7 days of juvenile's admission to JDC; and perform medical physical examination within 14 days of a juvenile's admission to MHYC – all examinations must be recorded in writing and such record shall be provided to JDC and MHYC
- g. Maintain medical record on each youth, including pertinent information concerning illness, communicable diseases, physical abnormalities, allergies, and the administration of treatment
- h. Respond to sick calls, meaning upon first availability conduct medical examination of juvenile upon request from symptomatic juveniles

- i. Check vitals routinely of youth on specific psychiatric medications per physicians' order
- j. All staff shall be certified and maintain certification in first aid and CPR
- k. Health District shall comply with Ohio Administrative Code Sections 5139-37-14 and 5139-35-15, and Warren County's policies promulgated thereunder
- l. Health District shall provide written invoices for services rendered in accordance with this Agreement.

**2. Responsibility of Warren County.**

- a. Warren County shall pay any invoices in full within 30 days of their receipt
- b. Warren County shall notify Health District as soon as a new medical services provider is under contract by providing written notice of termination of this agreement at that time
- c. Prior to the provision of services, Warren County shall provide to Health District any and all written policies promulgated under Ohio Administrative Code Sections 5139-37-14 and 5139-35-15.
- d. Warren County shall provide office supplies and any and all records required for documentation including but not limited to Medicine Administration Record, consent to treat authorization forms, Medication Release form, Medical Memorandum, Sick call forms and physical forms.
- e. Warren County shall provide all medications and supplies needed for medicine dispensing, wound treatments, bandages and other ancillary supplies.

**3. Payment.** Health District shall charge Warren County for the actual cost of services rendered as follows:

- a. Health District shall not charge for services provided during routine business hours 7:30 a.m. to 4:00 p.m. Monday through Friday.
- b. Services provided After Hours or Holidays shall be charged at the actual cost of medical staff compensation. This may include mileage, travel time, and time and a half compensation for nurses working overtime hours. "After Hours" shall mean, Monday through Friday before 7:30 a.m. or after 4:00 p.m. and anytime Saturday or Sunday.
- c. The medical staff compensation per hour shall not exceed \$61.00 per hour for any one employee. Hourly rates shall vary based on the employees working. All time shall be tracked in the WCHD Time Clock program. All mileage shall be tracked on WCHD Mileage Reimbursement Form.
- d. Health District shall bill/invoice Warren County by the 10<sup>th</sup> of the month for the preceding month's services.

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

County's liability shall be limited to the total amount it has been paid for the services rendered under the agreement during the term in which the alleged damage, injury, or loss takes place. Notwithstanding any provision of this agreement to the contrary, Chapter 2744 of the Ohio Revised Code shall apply to each party hereto insofar as it applies to the activities or services provided pursuant to this agreement.

5. **Term and Termination.** This Agreement shall be in effect for 6 months from the date last signed below. However, either party may terminate this Agreement for convenience by providing 30 days advanced written notice to the other party.
6. **Notification.** Any notifications required to be given under this agreement shall be given to the following offices at the following addresses:


Warren County Board of Commissioners	Warren County Combined
Attn: County Administrator	Health District
406 Justice Drive	416 S. East Street
Lebanon, Ohio 45036	Lebanon, Ohio 45036
7. **Law and Venue.** This agreement shall be governed by the laws of the State of Ohio, the exclusive venue for any legal disputes shall be that of Warren County Common Pleas Court.
8. **Assignment.** The rights and responsibilities under this agreement shall not be assigned to any other party.
9. **Modification.** This agreement shall not be modified, unless it is done so by a written instrument, executed by the party to be bound thereby, which refers specifically to this agreement.
10. **Waiver.** No waiver by either party of any breach of any provision of this agreement shall be deemed to be a further or continuing waiver of any breach of any other provision of this agreement. The failure of either party at any time or times to require performance of any provision of this agreement shall in no manner affect such party's right to enforce the same at a later time.
11. **Relationship of the Parties.** This is an intergovernmental agreement; the parties are not employees of each other; the parties shall be independent contractors to each other in connection with the performance of their obligations under this agreement.
12. **Insurance.** Warren County and Health District shall both carry a sufficient form of comprehensive general liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this agreement. Warren County and Health District shall both carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law. During the entire term of this agreement both parties shall carry automobile liability insurance for all vehicles in a sum of \$1,000,000 per occurrence / aggregate. The

parties shall provide certificates of insurance evidencing such coverage upon request of the either party, a failure to produce or maintain valid certificates of insurance as provided herein shall be cause for immediate termination of this agreement.

**IN EXECUTION WHEREOF**, the authorized signatory of each party has executed this Agreement effective the date set forth below,

**Warren County Board of Commissioners,**

**Warren County Combined Health District**

  
\_\_\_\_\_  
President / Vice President

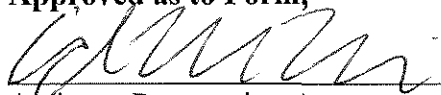
  
\_\_\_\_\_  
ASST. Health Commissioner

Tom Grossman      11/22/22  
Printed Name                      Date

CHRIS BALSTER      11/15/22  
Printed Name                      Date

Resolution No. 22-1763

Resolution No. 125-2022

**Approved as to Form,**  
  
\_\_\_\_\_  
Assistant Prosecuting Attorney  
Warren County, Ohio  
*Adam M. Nice*

# Resolution

Number 22-1764

Adopted Date November 22, 2022

ENTER INTO A CONTRACT WITH DIAGNOSTIC DRIVING, INC., TO PROVIDE A  
COMPUTERIZED DRIVING COURSE ON BEHALF OF THE WARREN COUNTY  
JUVENILE COURT

BE IT RESOLVED, to enter into a contract with Diagnostic Driving, Inc., to provide a  
computerized driving course, effective December 1, 2022, through November 30, 2023, on  
behalf of the Warren County Juvenile Court; as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Diagnostic Driving, Inc.  
Juvenile Court (file)



Diagnostic Driving, Inc.  
701 S. 50th Street - The Fireworks  
Philadelphia, PA 19143  
[www.diagnosticdriving.com](http://www.diagnosticdriving.com)  
[info@diagnosticdriving.com](mailto:info@diagnosticdriving.com)

**Diagnostic Driving, Inc.**  
**Service Agreement**  
**Version: November 3, 2022**

Prepared for:

Warren County Probate and Juvenile Court  
900 Memorial Drive, Lebanon, OH 45036  
Laura Schneckner  
[Laura.Schneckner@co.warren.oh.us](mailto:Laura.Schneckner@co.warren.oh.us)

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is entered into the later of the two dates listed below (the "Effective Date") between Diagnostic Driving, Inc., a Delaware C-corporation with a place of business at 701 S. 50th Street - The Fireworks, Philadelphia, PA 19143 ("DDI"), and the Customer listed below ("Customer"). This Agreement includes and incorporates the below Order Form and the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

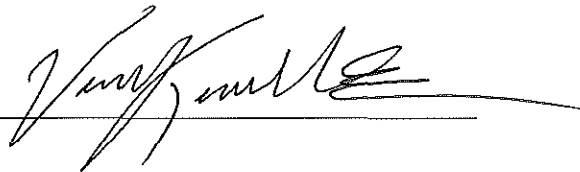
**Diagnostic Driving, Inc.**

Date: *November 4, 2022*

Name: Venk Kandadai

Title: CEO

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



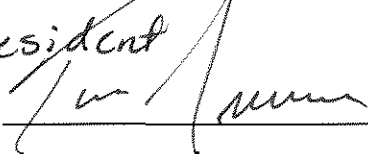
**Customer: Warren County Board of County Commissioners on Behalf of Warren County Probate and Juvenile Court**

Date: *11/22/22*

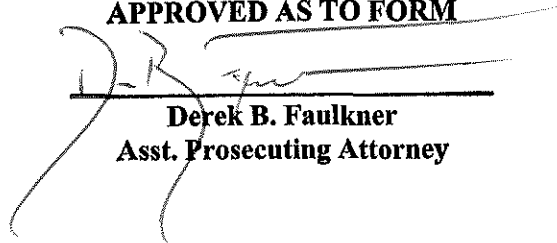
Name: *Tom Grossman*

Title: *President*

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



**APPROVED AS TO FORM**



**Derek B. Faulkner  
Asst. Prosecuting Attorney**

## ORDER FORM

Service Term: As of the “Effective Date” until Termination at 24-months after the Effective Date (Refer to Section 8)

Item	Type	Subscription	Minimum Fee	Price
Ready-Assess™ for Courts	Fee-for-service software license	None	None	Refer to Section 3a
Equipment	Workstation for Ready-Assess™			Waived, Refer to Hardware Waiver
Electronic setup guide	PDF file			Included
30-min train-the-trainer training session over Zoom				Included
Help Desk Support	Support for Ready-Assess™ software, only. Equipment/Hardware support is not included			Included (email and phone)



## TERMS AND CONDITIONS

### 1. DEFINED TERMS

Capitalized terms appearing in this Agreement and not otherwise defined shall have the following meanings:

“Assessment” means a single, simulated driving assessment of a Driver accessed through the DDI SaaS and based upon (a) a single 5-12 minute introductory drive simulation; (b) a single 10-12 minute assessment drive simulation; (c) a self-assessment performed by the Driver and submitted to DDI via the DDI SaaS; and (d) an online examination of the Driver focusing on the Driver’s responses to certain questions concerning driving.

“Authorized User” means (a) an individual appointed as a representative on behalf of Customer to access and use the Services; or (b) a Driver authorized by a Customer to use and access the Services and whose User Account is linked to Customer’s User Account.

“Completed Assessment” is defined as an assessment in which an end-user (e.g., the driver) completes the entire workflow upon successfully logging into an assessment session (e.g., by entering in a valid Driver ID or entering in a registered email and password), including:

- The Point-of-sale workstation successfully returns back to the Driver login screen upon completion
- The "Status" is recorded in DDI’s cloud database as "completed"
- A Replay file is successfully saved (automatically after the end-user completes the workflow) to DDI’s cloud database

“Content” means any and all works of authorship, graphics, images, videos, textual works, documents, materials or other content provided by DDI or made available via the DDI SaaS or in connection with the Services.

“Data Security Laws” means any laws, statutes, common law, treaties, rules, regulations, codes, restrictions, ordinances, orders, decrees, approvals, directives, policy statements, judgments, rulings, injunctions, and writs of, or issued or entered by, any federal, state, local, municipal or foreign government or governmental body, entity, instrumentality, agency or subdivision thereof exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority, including any court, tribunal, arbitral body, commission, administrative agency or quasi-governmental or private body exercising any regulatory or taxing authority thereunder, which govern the collection, handling, storage, distribution, processing, use, transmission, disclosure, importing, exporting, and/or maintenance of personally identifiable

information or other information or data personal to an individual and of a private, personal or sensitive nature.

“DDI SaaS” means DDI’s proprietary software-as-a-service and cloud services platform which, among other things, allows a Driver to register a User Account, access and complete online driving Assessments and access and view other driving-related content and materials, as well as review a corresponding feedback report containing the results of their Assessment.

“Driver” means an individual user of the Services who is authorized by a Customer to complete one or more Assessments via the DDI SaaS.

“Equipment” means the hardware and physical components used by Customer and Authorized Users to access the DDI SaaS and to allow Drivers to complete Assessments.

“Intellectual Property Rights” means all worldwide right, title and interest in and to all proprietary rights of every kind and nature pertaining to or deriving from any of the following, whether protected, created or arising under the laws of the United States or any other jurisdiction: (a) foreign and domestic patents and patent applications (including reissuances, divisions, renewals, provisional applications, continuations, continuations in part, revisions, extensions and re-examinations), and all inventions (whether patentable or not), invention disclosures, and improvements thereof; (b) trademarks, service marks, trade names, designs, logos or other source identifiers, including as defined in 15 U.S.C. § 1127, whether registered or unregistered or at common law, including all foreign and domestic applications, registrations and renewals in connection therewith, and all goodwill of the business or otherwise associated with any of the foregoing; (c) Internet domain names and other Internet addresses, and usernames, accounts, including social networking accounts, pages, and online identities (collectively, “Domain Names”); (d) copyrights, original works of authorship, and all databases and data collections, whether registered or unregistered, and including all applications, registrations and renewals of any such thing, and all moral rights associated therewith; (e) know-how, source code, object code, inventions, discoveries, improvements, concepts, ideas, methods, processes, designs, plans, schematics, drawings, formulae, recipes, manufacturing processes, customer and market lists, technical data, specifications, research and development information, technology and product roadmaps, databases and other proprietary or confidential information (including Confidential Information); (f) all computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code or other readable code; (g) all rights of publicity, rights of privacy and related rights; and (h) all causes of action, whether accruing before, on or after the effective date of these Terms, including all rights to and claims for damages, restitution, income, royalties, payments and other relief, with respect to the foregoing, and the right to sue and recover damages and payments for past, present and future infringements or misappropriations thereof, and all copies and tangible embodiments thereof.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Programming, including any updated Documentation, that DDI may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the DDI Programming.

“Programming” means any software agent, tool, program or code owned or licensed by DDI that DDI makes available to Customer and Authorized Users for download or installation as part of the purchased DDI Services or to access or use the DDI SaaS for purposes of facilitating access to or use of, or DDI’s operation of, the DDI Services or the DDI SaaS, including any Maintenance Releases.

“Services” means the Implementation and other Services purchased by the Customer as set forth in the Order Form.

“User Account” means an account registered with DDI and accessible by Customer and Authorized Users via a username and password that Customer shall provide to DDI in connection with obtaining access to the Services.

“User Information” means email addresses or student identification numbers of Customer and/or any Authorized User provided to DDI by Customer and/or any Authorized User.

“Generated Data” means all data and information collected by DD SaaS Services including from User Information, self-report intakes, and all driving performance data generated by the Service.

## **2. SERVICES.**

a. Subject to the terms of this Agreement, DDI shall use commercially reasonable efforts to make the Services available to Customer and Authorized Users in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative username and password for Customer’s User Account. DDI reserves the right to refuse registration of or cancel passwords it deems inappropriate.

b. Subject to the terms of this Agreement, DDI will provide Customer with reasonable technical support services in accordance with DDI’s standard practice.

c. DDI may, in its discretion, provide Customer with Maintenance Releases (including updated Documentation) that DDI may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, on being provided by DDI to

Customer hereunder, are deemed Programming subject to all applicable terms and conditions in this Agreement. Customer will install all Maintenance Releases as soon as practicable after receipt.

d. Nothing contained herein shall prevent DDI from providing, in whole or in part, the Programming, DDI SaaS or any Services to other customers or any other person or entity.

e. Nothing contained herein shall prevent DDI from independently marketing, advertising, and/or promoting its Agreement with Customer to third parties. DDI shall have exclusive rights to sell advertising to third parties for display on Equipment and/or during Completed Assessment

f. Nothing contained herein shall prevent Customer from independently marketing, advertising, and/or promoting its Agreement with DDI to third parties.

g. Customer shall not integrate Completed Assessment results into a driver's licensing or motor vehicle record.

### **3. PAYMENT TERMS.**

a. Customer shall pay DDI a Service Fee of \$35 for each Completed Assessment successfully administered by Customer. A "testing identification number" will be assigned to the Customer, allowing Customer to conduct test drives for internal purposes only. Customer will not be charged a Service Fee on Completed Assessments using the "testing identification number."

b. Billing will be reconciled monthly by DDI based on Completed Assessments administered by the Customer. At the end of each billing month, DDI will provide Customer with a proper invoice of Completed Assessments conducted during the respective billing month. For example, if Customer administered fifty (50) Completed Assessments during the month of April 2022, their invoice for April 2022 shall be [# Completed Assessments x Service Fee]. DDI is expected to be paid by Customer on a Net-30-day payment schedule upon delivering a proper invoice to Customer.

c. DDI reserves the right to increase the Service Fee at its discretion after an initial six (6)-month period after this agreement is fully executed. If the Service Fee is modified, DDI will provide Customer with a thirty (30) day notice, in writing.

d. Monthly electronic invoices will be sent to Customer from DDI to the following: Name: Laura Schneckner Email: [laura.schneckner@co.warren.oh.us](mailto:laura.schneckner@co.warren.oh.us)

### **4. LICENSES.**

a. Subject to the terms and conditions of this Agreement, DDI hereby grants to Customer and Authorized Users a limited, non-exclusive, revocable, non-sublicensable and non-transferable right to access and use the Services as permitted by this Agreement. Customer acknowledges that its purchase of Services is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by DDI or its representatives regarding future functionality or features of any Services.

c. As part of the Services, DDI may install on Customer's behalf or otherwise provide Customer with access to or the ability to download certain Programming. If DDI does not specify separate terms and conditions for such Programming, Customer shall have a non-transferable, non-exclusive, non-assignable, non-sublicensable, revocable, limited right to use and install such Programming solely to facilitate its access to, operation of, and/or use of the Services as provided herein.

d. Except as otherwise expressly set forth herein, nothing in this Agreement grants to Customer or any Authorized Users any right, title or interest in or to (including any license under) any Intellectual Property Rights in or relating to the Services, DDI SaaS, Content, Generated Data and/or any Programming, whether expressly, by implication or estoppel, or otherwise. All right, title and interest in and to the Services, DDI SaaS, Content, and Programming shall remain with and are expressly reserved by DDI. No rights are granted to Customer or any Authorized User hereunder other than as expressly set forth herein.

e. Customer shall not copy, alter, translate, decompile, disassemble, reverse engineer or create derivative works of the DDI SaaS or the Programming, or any component or portion of the foregoing. Nor shall Customer (i) permit any Driver or third party to access the Services except as permitted by this Agreement, (ii) copy, distribute, display, or create derivative works based on the Services, the DDI SaaS and Programming except as expressly authorized herein, or (iii) access the Services in order to copy any features, functions, content or graphics thereof.

f. It is expressly agreed that all rights, title and interest, including all Intellectual Property Rights, to all suggestions, enhancement requests, recommendations or other feedback provided by Customer and any Authorized User relating to the Services ("Feedback") is and shall be owned by DDI. Customer hereby assigns, transfers and conveys to DDI any and all rights, title and interests, including Intellectual Property Rights, in and to any such Feedback. To the extent that such assignment is held to be invalid or unenforceable, Customer hereby grants to DDI a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate any Feedback into the Services. DDI acknowledges that all Feedback is provided "AS IS" with all faults, and Customer hereby disclaims all warranties express or implied, including any implied warranties of merchantability, fitness for a particular purpose, noninfringement, accuracy or completeness. DDI shall indemnify,

defend and hold Customer harmless from any loss, damage, judgment, settlement or other claim arising from or relating to DDI's reliance on or use of any Customer Feedback. Except with Customer's prior written approval, DDI agrees that it will not publicly release the Feedback in any manner that identifies as the source of such Feedback, or that directly or indirectly connects the Feedback with, Customer.

g. Customer hereby grants to DDI and its successors and assigns a perpetual, irrevocable, non-exclusive, transferable, sublicensable, worldwide, royalty-free, right and license to use, copy, distribute (publicly and otherwise), display (publicly and otherwise), perform (publicly and otherwise), transmit, store, maintain and prepare derivative works of Generated Data solely as needed for DDI (or its successors or assigns) to (i) perform its duties and obligations under this Agreement, (ii) analyze and/or develop and commercialize and exploit modifications, derivative works, alterations, enhancements or improvements to the Services, DDI SaaS, Programming and/or any other products or services ("Improvements"); and/or (iv) comply with all applicable laws. DDI shall retain ownership of all Generated Data. Customer agrees not to challenge, oppose or object to DDI's ownership of or use or exploitation of the DDI Improvements and to take all actions necessary to effectuate the assignment in this Section 4(g), if any, at DDI's cost and expense.

h. Nothing contained herein shall prevent or restrict DDI from compiling, publishing and/or otherwise using Generated Data in reports, analysis, case studies, metrics, compilations and/or any other educational, training, marketing, reporting or other materials, services or products, and Customer hereby consents to DDI's compiling, publishing or use of such data for such purposes. Notwithstanding the foregoing, DDI shall not publish any information that may reasonably identify any Customer or Driver without first obtaining Customer's written approval.

## **5. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS**

a. Customer shall (i) be responsible for each Authorized User's compliance with this Agreement; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and/or Programming, including, but not limited to implementing appropriate physical, technical and administrative safeguards to protect against the unauthorized disclosure of any User Information or unauthorized access to any User Accounts; and (iii) notify DDI promptly of any such unauthorized access or use.

b. Customer shall use the Services only in accordance with the terms of this Agreement and applicable laws and regulations.

c. Customer shall in good faith and with commercial diligence with the assistance and guidance of DDI (i) cooperate with DDI to enable it to provide all Services and notify DDI of any

matters which might make DDI's provision of the Services impossible or impracticable; and (ii) use commercially reasonable measures to allow DDI to conduct the Services as required by DDI. DDI shall not be responsible or liable for any delay or failure of performance directly or indirectly caused by Customer's delay in performing its obligations hereunder.

d. Customer shall be solely responsible for identifying the User Accounts of Drivers to be linked to Customer's User Account. Customer represents and warrants that it is authorized by such Drivers to link such Driver User Accounts to its User Account. No User Accounts may be transferred or assigned to another Person without the prior written consent of DDI.

e. Customer shall not: (a) make any Services, Content or Programming available to anyone, except that Customer may make the foregoing available to Authorized Users, subject to the terms hereof; (b) sell, resell, rent, sublicense, assign, distribute, publish, transfer, otherwise make available, or lease any Services, Content or Programming, in whole or in part, including via any time-sharing or cloud services platform, except that Customer may make the foregoing available to Authorized Users, subject to the terms hereof; (c) use any Services to store, upload or transmit infringing, libelous, or otherwise unlawful or tortious material, content, information or data, or to store or transmit material, content, information or data that is in violation of any third-party rights, including but not limited to, privacy rights and Intellectual Property Rights; (d) interfere with or disrupt the integrity or performance of the DDI SaaS; (e) use or access the Services or Programming in any manner other than as expressly authorized pursuant to this Agreement; (f) copy the Programming or DDI SaaS, in whole or in part; (g) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Programming, Content or DDI SaaS; (h) reverse engineer, disassemble, decompile, decode or adapt the DDI SaaS or Programming, or otherwise attempt to derive or gain access to the source code thereto, in whole or in part; (i) bypass or breach any security device or protection used for or contained in the DDI SaaS or Programming; (j) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Programming; (k) use the DDI SaaS, Content or Programming in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any person or entity, or that violates any applicable law, rule or regulation; or (l) use the DDI SaaS, Content or Programming for purposes of: (i) benchmarking or competitive analysis; (ii) developing, using or providing a competing software product or service that assesses individual driving performance using a computer-based simulated driving environment involving driving inputs such as steering, braking and throttle.

## **6. EQUIPMENT**

a. Customer is responsible for obtaining such Equipment that may be necessary for Customer and Authorized Users to run, install and access the Services and for Driver(s) to perform and complete Assessments and otherwise access the DDI SaaS unless pre-negotiated to be included. Customer agrees that all such Equipment will be compliant with any technical or functional specifications and/or system requirements provided by DDI to Customer, which specifications and system requirements may be modified from time to time during the Term in DDI's sole discretion. Customer shall be responsible for ensuring that the Equipment is sufficient to allow Customer and Authorized Users to use and access the Services as permitted by this Agreement. Customer is responsible for maintenance of and replacement of all necessary hardware consistent with minimum specification requirements.

b. Notwithstanding the foregoing, if DDI has agreed to purchase and resell to Customer certain Equipment as set forth in an Order Form, Customer agrees that such Equipment, as well as any third party software installed or available thereon or therefrom, is purchased or licensed from third parties by DDI and DDI is not responsible therefore and DDI makes no representation or warranty whatsoever in respect of any such Equipment.

## **7. SECURITY**

a. Customer shall be responsible for all Equipment and all of Customer's information technology infrastructure, including, computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through third party providers such as third party cloud services providers ("Customer Systems"), as well as the security and use of all User Accounts, and all access to and use of the Services and Programming directly or indirectly by or through Customer Systems or via such User Accounts, including, but not limited to, all results obtained therefrom and all conclusions, decisions and actions based on or in connection with such access or use.

b. DDI provides no representation or warranty AND EXPRESSLY DISCLAIMS ALL LIABILITY resulting from the transmission of Generated Data over the internet or the handling, processing, use, storage, maintenance, transmission, of Generated Data by and/or the other actions or omissions of such third-party cloud services-provider(s). Customer agrees that the handling, processing, use, storage, maintenance, and transmission of Generated Data by such third-party cloud services-provider is specifically governed by the terms and conditions of such third-party cloud services-provider and not this Agreement.



## **8. TERM AND TERMINATION.**

a. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be renewed upon the mutual agreement of the parties for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least 30 days prior to the end of the then-current term.

b. In addition to any other remedies it may have, either party may also terminate this Agreement for convenience upon 30 days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability

c. Upon expiration or earlier termination of this Agreement for any reason whatsoever, all licenses and rights granted hereunder shall immediately terminate and shall be revoked, and Customer shall erase, destroy or promptly return to DDI any DDI Programming and Confidential Information in its possession, custody or control, or in the possession, custody or control of any Authorized Users, including in any computer memory or data storage media. Customer shall further cease accessing or otherwise using the Services including, but not limited to, the DDI SaaS. DDI may deactivate any User Account and prohibit access to the DDI SaaS or the Services upon the expiration or earlier termination of this Agreement.

d. DDI may suspend or terminate access to the Services or the DDI SaaS by Customer or any Authorized User, in whole or in part, immediately upon written notice to Customer in order to (i) prevent damage to or degradation of the DDI SaaS; (ii) comply with any law, regulation, court order, or other governmental request or order; or (iii) otherwise protect DDI from potential legal liability, including, but not limited to, any claims of infringement. If suspended, DDI will promptly restore use of the Services and/or DDI SaaS as soon as the event giving rise to the suspension has been resolved to DDI's satisfaction. DDI SHALL IN NO EVENT INCUR ANY LIABILITY ARISING OUT OF ITS DECISION TO SUSPEND OR TERMINATE ANY ACCESS TO THE SERVICES AS PROVIDED HEREIN.

## **9. REPRESENTATIONS AND WARRANTIES.**

a. Each party represents and warrants to the other party that it has the full power and authority to enter into this Agreement, that this Agreement binding upon and enforceable against such party

as set forth herein and that such party's entering into this Agreement does not violate or breach any other agreement to which such party is a party.

b. Customer represents and warrants to DDI that Customer's use of the Services hereunder shall be compliant with all applicable laws, rules and regulations, including all Data Security Laws.

## **10. DISCLAIMERS.**

a. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ELSEWHERE IN THESE TERMS, DDI EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN AND TO OR ARISING OUT OF THE SERVICES, DDI SAAS, EQUIPMENT, THIRD PARTY MATERIALS, THIRD PARTY SOFTWARE, CONTENT, PROGRAMMING, AND/OR THE USE OF OR ACCESS TO ANY OF THE FOREGOING.

b. DDI does not and cannot control telecommunications network availability or the flow of data to or from DDI's servers or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided by the Customer or controlled by third parties. At times, actions or inactions caused by these third parties, or other events beyond DDI's control, can produce situations in which DDI's or its partner's connections to the Internet (or portions thereof) may be impaired or disrupted. DDI cannot guarantee that access to the Services and Programming (including, without limitation, the DDI SaaS) will not be interrupted or subject to error. DDI DISCLAIMS ANY LIABILITY ASSOCIATED WITH ANY THIRD PARTY BREACH OF INTERNAL SECURITY MEASURES, ANY DATA CORRUPTION, ANY CODING ERRORS OR ANY DAMAGE CAUSED THEREBY, INCLUDING ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS TO THE EXTENT THAT SUCH EVENTS ARE OUTSIDE ITS CONTROL.

c. DDI makes no guarantees as to the performance of the Programming, the Services, the DDI SaaS and anything linking thereto. DDI does not warrant that the Programming and/or the Services (including, but not limited to, the DDI SaaS) will meet Customer's specific expectations or requirements. While commercially reasonable efforts will be employed and maintained by DDI to achieve operability and performance goals that may be determined from time to time by DDI, the entire risk as to the quality and performance of the Services and Programming (including, but not limited to, the DDI SaaS) is with Customer.

d. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL ACTIONS OR OMISSIONS THAT CUSTOMER TAKES IN RELIANCE UPON OR AS A RESULT OF CUSTOMER'S REVIEW OF ANY DATA.

## **11. INDEMNIFICATION.**

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

## **12. CONFIDENTIALITY.**

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of DDI includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes any applicable non-public data provided by Customer and Authorized Users to DDI to enable the provision of the Services, including but not limited to User Information ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or, except as required by law, regulation or court or judicial proceeding, divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (A) is or becomes generally available to the public, or (B) was in its possession or known by it prior to receipt from the Disclosing Party, or (C) was rightfully disclosed to it without restriction by a third party, or (D) was independently developed without use of any Proprietary Information of the Disclosing Party or (E) is required to be disclosed by law.

The parties acknowledge that Customer is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Customer's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Customer shall have no duty to defend the rights of DDI or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Customer will notify DDI of its intent to release records to the requestor. DDI shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Customer by either accommodating the requestor or pursuing legal remedies to stop

the Customer's release of requested information. Said notification shall relieve the Customer of any further obligation under any claim of DDI or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. DDI and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

### **13. PRESS PLANS.**

DDI and Customer may agree to participate in a joint press announcement regarding this Agreement which will take place on a mutually agreed upon date. The parties shall agree to the form and content of the joint press release. Notwithstanding the foregoing, either party may issue its own press release, subject to the other party's prior approval of the content within the release. In any press announcement regarding this Agreement, DDI's name and logo shall be included in the press release.

### **14. GENERAL PROVISIONS.**

a. Except for a Customer's payment obligations, neither DDI nor Customer will be deemed in default under this Agreement to the extent that its performance is delayed or prevented by reason of any act of God, fire, natural disaster, act of government, availability of labor, acts of war or the public enemy, public disorder, strikes, labor conflicts, failure of utilities or any other cause beyond its control (a "Force Majeure Event"); provided, however, that to the extent DDI or Customer experiences a Force Majeure Event, DDI or Customer gives Customer or DDI, respectively, prompt written notice thereof and uses its best efforts to cure the delay. In the event of such Force Majeure Event, the time for performance or cure will be extended for a period equal to the duration thereof. Either DDI or Customer may terminate these Terms as against all other party(ies) in the event Customer or DDI, respectively, suffers a Force Majeure Event that lasts for 20 consecutive days or longer.

b. The Services, DDI SaaS and Programming and other technology made available by DDI and derivatives thereof may be subject to export and import laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not nor shall Customer permit any Authorized Users to access or use any Services, the DDI SaaS or Programming in a U.S.-embargoed country or in violation of any export or import law or regulation of any jurisdiction.

c. This Agreement shall be governed by, and construed in accordance with the laws of the State of Ohio, excluding conflict laws of principle. Venue for all legal proceedings between the parties arising out of this Agreement or their breach, shall be in the state or federal courts with competent jurisdiction in Warren County, Ohio, and each party agrees to personal jurisdiction in Warren County, Ohio and waives any objection to jurisdiction or venue there.

d. Customer agrees that any dispute that may arise regarding the meaning, performance or enforcement of this Agreement will, prior to resorting to litigation, be submitted to mediation. The parties will engage in the mediation process in good faith once a written request to mediate has been given by one party to the other. Any mediation initiated as a result of this Agreement administered within Warren County, Ohio. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

e. If any provision in this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision in this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

f. Headings used herein are for convenience only and will not affect the meaning or interpretation of this Agreement.

g. DDI may freely assign, transfer and convey its rights, obligations and/or duties, in whole or in part, under this Agreement to any person or entity for any reason whatsoever including, but not limited to, any affiliate or successor by merger, reorganization, consolidation or sale of all or substantially all of its assets with thirty (30) days written notice.

h. Except as set forth in Section 11, no provision of this Agreement will in any way inure to the benefit of any person or entity not a party hereto (including the public at large) so as to constitute any such person a third-party beneficiary of this Agreement or any of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs and permitted assigns.

i. The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created hereby. No party will have the power to obligate or bind the other party. Each party assumes full responsibility for the acts of its own personnel while performing services hereunder and will be solely responsible for their supervision, direction and control, compensation, benefits and taxes. No party shall be entitled to receive or share in any compensation, fees or other revenue derived by another party in whole or in part as a result of these Terms, except as specifically provided for by these Terms.

j. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

k. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between such parties with respect to the subject matter hereof.

l. No amendment or waiver of any provision of this Agreement will be effective with respect to any party unless in writing and signed by such party.

## Exhibit A: Service Level Agreement Terms

This Section includes Service Level Agreements (SLAs) that will be used to monitor and manage Diagnostic Driving, Inc.'s (DDI) performance of Services. Modifications to the SLAs provided below may only be made by the written agreement of DDI and the Customer, except with respect to SLAs DDI offers generally to other customers that are more stringent or in addition to those below.

“Availability” or “Available” means the Customer’s users are able to access a Service and use all material features and functions of the Service effectively and efficiently and the Service meets all SLAs listed. “Unavailable” or “Unavailability” means Customer’s users are unable to access the Service or use all Service’s features and functions effectively and efficiently or they do not otherwise meet all SLAs in this Agreement, subject to the following:

- A Service may be inaccessible to Customer’s users during scheduled downtime. Scheduled downtime will occur between the hours of 6PM and 6AM EST or on Saturday after 4PM EST. DDI may change the scheduled downtime to other non-business hours upon reasonable notice to the Customer. Scheduled downtime will not be considered times when the Service is Unavailable.
- In addition to scheduled downtime, the following will not be considered times when the Service is Unavailable:
  - Outages resulting from Customer’s equipment or its Internet service provider;
  - Customer’s negligence or breach of its material obligations under the Agreement; and
  - An excusable delay, as provided for and handled in accordance with the following:
    - Neither Party will be liable for any delay in its performance that arises from causes beyond its control and without negligence or fault. The delayed Party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. The proposed date or dates must be reasonable and cannot exceed the actual delay caused by the events beyond the control of the Party. In the case of such an excusable delay, the dates of performance or delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed Party must also describe the cause of the delay and what steps it is taking to remove the cause.
  - The delayed Party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Service Provider’s suppliers will be considered controllable by the Service Provider.

The "Target Availability Level" is the Service's Availability level that DDI plans to meet or exceed during each calendar month. The "Service Availability Level" is the number of hours during a particular period that the Service was Available to Customer, excluding scheduled downtime and any Unavailability permitted above, divided by the total number of hours during such period. The Target Availability is 99.7%.

The Service provider must actively monitor and report to Customer any and all Unavailability of a Service monthly, along with reasonable details regarding such Unavailability. The Service provider also must provide Customer a credit within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level, calculated as set forth herein.

The applicable credit will be calculated as follows: If the Service provider fails to meet the Target Availability Level by up to four hours, Customer will be entitled to the equivalent of one day's fee for the Service. That is, if the fee is an annual fee, the credit would be  $1/365$  of that annual fee, or if it is a monthly fee, Customer would be entitled to  $1/30$  of its monthly fee as a credit. Further, the credit will double if the Target Availability Level is missed by more than four but less than eight hours for any calendar month. And if the failure to meet the Target Availability Level is greater than eight hours, Customer will be entitled to the entire fee applicable to that month. Any such credits must be paid to Customer within 60 days after the month in which the Service Provider fails to meet the Target Availability Level. If the Service Provider fails to meet the Target Availability Level for three consecutive calendar months, Customer may terminate that Service for cause.





### Hardware and Equipment Waiver

It is understood by all parties involved that all hardware and equipment provided by Diagnostic Driving, Inc. (DDI) for the purposes of administering the Ready-Assess™ virtual driving test service, will be solely owned by the Warren County Probate and Juvenile Court (the "Customer"). There is no expectation that Customer must return or reimburse hardware and equipment to DDI and DDI will not be responsible for supporting, maintaining, or replacing any hardware and equipment provided for this purpose. All hardware and equipment will be shipped to Customer in "new" or "refurbished" condition. It is understood by the Customer that all Internet-connected hardware and equipment follows standard protocols designated by Customer's Information Technology department.

Hardware and equipment to be provided by DDI:

- Windows-based PC
- Logitech G29 steering wheel and pedals console
- Standard over-ear headphones

**Diagnostic Driving, Inc.**

Name: Venk Kandadai

Title: Co-Founder and CEO

Date: November 3, 2022

Signature:

**APPROVED AS TO FORM**

**Derek B. Faulkner**  
Asst. Prosecuting Attorney

**Warren County Probate and Juvenile Court**

Name: Laura Schneck

Title: Court Administrator

Date: 11/1/22

Signature:

WARREN COUNTY BOARD OF COMMISSIONERS

DATE

11/22/22

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF WARREN

I, Venkatesh Kandadai, holding the title and position of Co-founder and CEO at the firm Diagnostic Driving, Inc., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

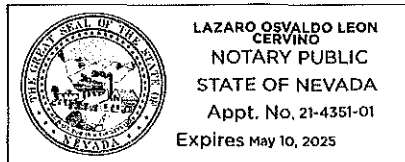
Venkatesh Kandadai

AFFIANT

Subscribed and sworn to before me this 3rd day of November 2022 by Venkatesh Kandadai

[Signature]  
(Notary Public),

State of Nevada, Clark County.



Notarial act performed by audio-video communication.

My commission expires 3rd November 2022

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1765

Adopted Date November 22, 2022

ENTER INTO A NEW ACCOUNT PURCHASE AGREEMENT WITH AIR GAS, INC. ON BEHALF OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to enter into a new Commercial Account Purchase Agreement with Air Gas, Inc. on behalf of the Warren County Water and Sewer Department, copy of said account purchase agreement and application 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: c/a—Air Gas, Inc.  
Water/Sewer (file)

Account Application

Approved By:	
\$ Amount:	
Account #:	
Salesman #:	
Branch:	
Territory:	
Date approved:	

Individual  Partnership  Corporation  Other

Name: Warren County Water & Sewer Dept. Gov.  
Billing Address: 406 Justice Dr.

City: Lebanon State: OH Zip: 45036  
Phone #: (513) 695-1380 Fax #: (513) 695-2995  
Mobile #: ( ) - ( ) Other #: ( ) - ( )  
Shipping Name: Various  
Shipping Address: Various

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: ( ) - ( ) Fax #: ( ) - ( )  
County, Parish, or Province: \_\_\_\_\_  
Is Ship To Location w/in City Limits? \_\_\_\_\_  
Number of Locations (Non-administrative): 3  
Web Address: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
Parent Company Name: \_\_\_\_\_  
Parent Company DUNS #: \_\_\_\_\_  
\$ Credit Limit Requested: \_\_\_\_\_  
Check One if Applicable:  COD w/ Lease  COD w/Rent

**Purchasing Information**

Purchasing Contact Name: Rhonda Day  
Purchasing Contact Phone #: (513) 695-1380  
Purchasing Contact Email: wwater.ap@co.warren.oh.us  
Is a Purchase Order Required? Product  Rental/Lease   
If yes, when is the purchase order supplied:  
At time of order  At time of delivery

**Partnership: Partner/Officer Information**

Name 1: \_\_\_\_\_ Last 4 digits of SS# 1: \_\_\_\_\_  
Title 1: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Name 2: \_\_\_\_\_ Last 4 digits of SS# 2: \_\_\_\_\_  
Title 2: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Name 3: \_\_\_\_\_ Last 4 digits of SS# 3: \_\_\_\_\_  
Title 3: \_\_\_\_\_  
Address 3: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Individual Information**

Employer: \_\_\_\_\_  
Length of Employment (# yrs): \_\_\_\_\_  
Employer Phone #: ( ) - ( ) - ( ) DOB: \_\_\_\_\_  
Last 4 Digits of Social Security #: \_\_\_\_\_  
Do you own your primary residence?  Yes  No  
Landlords Name: \_\_\_\_\_  
Have you ever filed for bankruptcy?  Yes  No  
If yes, what type of bankruptcy? \_\_\_\_\_ Date Filed: \_\_\_\_\_  
Nearest Relative (not living with you): \_\_\_\_\_  
Phone Number: \_\_\_\_\_

**Corporation/Partnership: General Information**

Buyer Name: \_\_\_\_\_  
Buyer Phone # ( ) - ( ) # Years in Business: \_\_\_\_\_  
\$ Credit Limit Requested: \_\_\_\_\_  
Check One if Applicable:  COD w/ Lease  COD w/Rent  
Type of Business: \_\_\_\_\_  
Annual Sales \$: \_\_\_\_\_ Number of employees: \_\_\_\_\_  
Controller Name: \_\_\_\_\_  
Controller Phone #: ( ) - ( ) - ( )  
Accounts Payable Contact Name: \_\_\_\_\_  
Accounts Payable Contact Phone #: ( ) - ( ) - ( )  
Accounts Payable Email Address: \_\_\_\_\_  
Has your company ever filed for bankruptcy?  Yes  No  
If yes, what type of bankruptcy? \_\_\_\_\_ Date Filed: \_\_\_\_\_

**Sales Tax Information**

We are subject to payment of Sales Tax  
 We are tax-exempt (exemption certificate must be furnished and list items for which you are exempt to receive exemption)  
Exemption certificate #: \_\_\_\_\_  
 Tax Contact Name: Jodi Davis  
Tax Contact Phone #: (513) 695-1644  
Tax Contact Email: wwater.ap@co.warren.oh.us

**Bank Information (All)**

Bank Reference Name: \_\_\_\_\_  
Bank Account #: \_\_\_\_\_  
Phone #: ( ) - ( ) - ( ) Fax #: ( ) - ( ) - ( )

Trade References (All)

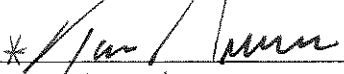
Name:	Phone # ( ) - ( ) - ( )	Fax # ( ) - ( ) - ( )	Acct. #:
Address:	City:	State:	Zip:
Name:	Phone # ( ) - ( ) - ( )	Fax # ( ) - ( ) - ( )	Acct. #:
Address:	City:	State:	Zip:
Name:	Phone # ( ) - ( ) - ( )	Fax # ( ) - ( ) - ( )	Acct. #:
Address:	City:	State:	Zip:

Airgas, Inc., on behalf of its subsidiaries and affiliates  
Terms of Sale

Terms of Sale refers to the terms and conditions contained herein and on Seller's website at [www.airgas.com](http://www.airgas.com). "Seller" refers to Airgas, Inc., on behalf of its subsidiaries and affiliates. "Buyer" refers to the applicant in the account application to which these Terms of Sale are affixed. Each sale of Goods or services by an Airgas company shall be governed by the Terms of Sale. Each contract for the sale of Goods or services between Seller and Buyer ("Contract") shall include the Terms of Sale, together with any other terms describing the Goods or services being sold, their price, delivery terms, and all other special provisions. "Goods" refers to any items of tangible personal property described in any Contract, or otherwise provided by Seller to Buyer.

- 1. Delivery.** Seller may deliver the Goods or ship the Goods by a carrier of Seller's selection, F.O.B. shipping point to the Buyer's address in the Contract, unless the Contract provides otherwise. Delivery date(s) are determined from the date of each Contract and are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery.
- 2. Buyer's Delay of Acceptance.** If Buyer delays acceptance of the Goods when delivered or ready for shipment, Buyer shall forthwith pay to Seller the full price of the Goods and shall also pay Seller such warehousing and pier charges and other expenses as Seller may incur as a result of Buyer's delay.
- 3. Terms of Payment.** Unless otherwise specified in a Contract, Buyer shall make payment in full within 30 days after the date of Seller's invoice. A late payment charge of 1.5% on the unpaid, past due balance, will be assessed monthly (minimum two dollars (\$2.00), or the maximum lawful rate allowable in the state where the Goods are delivered, whichever is less. If a Contract provides for payment other than cash immediately or cash on delivery (COD), Buyer represents that the goods are being purchased for business, commercial or agricultural purposes and not for personal, household, or family use. Buyer represents and warrants that Buyer is and shall remain solvent until Seller receives payment in full for the goods. Buyer shall be in default hereunder and Seller may cancel any Contract without liability to Buyer upon Buyer's failure to make payment as required herein or upon Buyer's failure to comply with any of the terms and conditions contained herein or upon the institution of any voluntary or involuntary bankruptcy, insolvency, receivership or debtor relief proceeding by or against Buyer or upon Buyer's making of an assignment for the benefit of creditors. If Seller employs any collection agency or attorney to collect any amount due Seller, and/or to repossess any goods, Buyer shall pay all collection fees, attorneys' fees, and court costs, in addition to the amount otherwise unpaid. Seller may bring suit for the collection of any such amount in any jurisdiction or venue Seller may select.
- 4. Taxes.** Any taxes imposed by federal, state, or other governmental authority on the sale or use of Goods or the sale or performance of services by an Airgas company shall be paid by Buyer in addition to the purchase price.
- 5. Title to Equipment.** Title to all rental equipment shall remain in Seller's name. Buyer shall not cover, modify, remove or otherwise disturb any identification or other indicia of Seller's ownership on any rental equipment.
- 6. Security for Goods.** Until Buyer pays Seller in full for any Goods purchased, title to the Goods shall remain in Seller's name and Seller shall have a purchase money security interest in the Goods. If Buyer shall default in any payments, Seller shall have all the rights as holder of such title or as such secured party under the Uniform Commercial Code and/or any other law then in force; and Seller may, in addition, retain as rental any payments received by Seller on account of the purchase price of the Goods, whether Buyer's default shall have occurred before or after delivery. If Seller repossesses the Goods, Seller may resell the Goods after 10 days' prior written notice to Buyer. Seller may file one or more financing statements to perfect such security interests. If necessary, Buyer shall execute such financing statements upon the request of Seller.
- 7. Warranty.** All products, other items of sale, cylinders and other containers furnished by an Airgas company shall conform to the description thereof published by the manufacturer at the time of sale and will meet Seller's purity specifications for all gas products. SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE.
- 8. Limitation of Liability.** SELLER SHALL BE LIABLE ONLY FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GAS CYLINDERS AND PRODUCTS, INCLUDING THE REPLACEMENT OF GASES THAT DO NOT MEET ITS PURITY SPECIFICATIONS WITH GASES THAT DO MEET SUCH SPECIFICATIONS. BUYER KNOWINGLY AND FULLY ASSUMES THE RISKS OF TRANSPORTING AND USING COMPRESSED GASES. SELLER SHALL NOT BE LIABLE FOR ANY DIRECT (EXCEPT AS EXPRESSLY PROVIDED HEREIN), INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE OF ANY OBLIGATIONS OR ANY PRODUCT, OTHER ITEMS OF SALE, OR EQUIPMENT SOLD OR LEASED BY SELLER, WHETHER SUCH DAMAGE RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR IS RELATED TO STRICT LIABILITY, OR OTHERWISE.
- 9. Period of Limitation of Action.** No action shall be brought by Buyer for any breach of Contract or otherwise in connection with any Goods or services provided or to be provided by Seller more than one year after the cause of action therefore accrues.
- 10. Force Majeure.** Service and deliveries by Seller are subject to and contingent upon floods, strike or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Seller's reasonable control. Seller shall advise Buyer in writing of the reason for and anticipated length of any such delay. If any such cause affects only a part of Seller's capacity to perform, Seller will allocate production and deliveries among its customers in a fair and reasonable manner.
- 11. Amendments; Entire Agreement; No Variations Permitted.** The Terms of Sale and any Contract executed by Buyer and Seller represent the entire agreement of Buyer and Seller with respect to the sale or rental of Goods and services and supersede all prior agreements, promises, conditions, arrangements, communications, representations and warranties, including, but not limited to, any purchase order, acceptance or other document of Buyer, even if the same is signed or acted upon by Seller. The Terms of Sale and any Contract may be agreed to, amended or supplemented only in a writing executed by authorized representatives of Buyer and Seller. No person other than an authorized representative of Seller has any authority to agree on Seller's behalf to any terms of sale not set forth herein or in a Contract.

The undersigned Buyer, to induce Airgas, Inc., on behalf of its subsidiaries and affiliates, to open an account for Buyer, and in consideration of each sale of Goods which Seller hereafter makes to Buyer, hereby agrees as follows: (1) All such sales shall be governed by the Airgas Terms of Sale; (2) Buyer has examined and understands such Terms of Sale; (3) Seller shall have the right to make such investigation of Buyer as Seller may deem appropriate in its discretion, which shall include, without limitation, checking credit, business and personal references; and (4) Seller shall have no obligation to extend credit to Buyer, and Seller may, in its discretion, terminate, at any time, any credit theretofore extended by Seller to Buyer.

Buyer Signature:   
Buyer Name (Printed): Tom Grossmann  
Witness Name: Lana Lander

Date: 11/22/22

Buyer Title: President

Witness Title: Deputy Clerk

APPROVED AS TO FORM

  
Adam M. Nice

Asst. Prosecuting Attorney

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6e and Pennsylvania Avenue, NW, Washington, DC 20580.

# Resolution

Number 22-1766

Adopted Date November 22, 2022

ENTER INTO AGREEMENT WITH LEXISNEXIS RISK SOLUTIONS FOR THE ACCURINT FOR GOVERNMENT SERVICES ON BEHALF OF WARREN COUNTY HUMAN SERVICES AND AUTHORIZE THE INTERIM DIRECTOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve and authorize the Interim Director enter into an agreement with LexisNexis Risk Solutions, beginning November 1, 2022 and terminating October 31, 2023 on behalf of the Warren County Department of Human Services. Copy of 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—LexisNexis Risk Solutions  
Human Services (file)

**LexisNexis Risk Solutions**

**SCHEDULE A**  
**Accurint for Government**  
**(Per User Subscription)**

Customer Name: Warren County Job and Family Services  
 Billgroup #: ACC-1737887  
 LN Account Manager: Traci Grodner

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

**1. SCHEDULE A TERM**

The term of this Schedule A will be 12 months beginning November 1, 2022 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

**2. FEES**

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

<b>PRICE TABLE</b>	
<b>Standard Features Fee (per user):</b>	<b>\$90.00</b>
<b>Premium Features:</b>	
Email Search Premium	\$0.00
Real Time Phone Search	\$0.00
<b>Total Monthly User Fees (per user):</b>	<b>\$90.00</b>
<b>Minimum Number of Users</b>	<b>2</b>
<b>Total Monthly Minimum Amount</b>	<b>\$180.00</b>

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 0%.

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

Bankruptcy Docket Sheet
Bankruptcy Documents
Business Link Report

Canadian Phones
Comprehensive Healthcare Business and Provider Report
Contact Card Report
Court Search Wizard
Disclosed Entity Service
Dun & Bradstreet Global Market Identifiers
Dun & Bradstreet Search and Report
DE Corporation Search and Report
Email Search Premium
FCRA Credit Reports
Federal Civil Court Records Search
Flat Rate Comprehensive Healthcare Business and Provider Report
Government Location Report
InstantID Q&A
Jail Booking Search & Report
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
OSHA Investigative Reports Search
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Real Time Phone Search
SEC Filings
Virtual Identity Search and Report
Workplace Locator
XML

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

**2.3 Payment Amount:** Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of \$180.00.

### **3. EXPIRATION**

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **November 16, 2022**.

### **4. CLOUD SERVICES**

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to [cloudquestions@lexisnexisrisk.com](mailto:cloudquestions@lexisnexisrisk.com).



November 2, 2022

**5. CONFIDENTIAL INFORMATION**

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

**AGREED TO AND ACCEPTED BY: Warren County Job and Family Services**

Signed: Arlene Byrd  
Name: Arlene Byrd  
Title: Interim Director  
Date: 11/10/2022

**APPROVED AS TO FORM**

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

**Accurint for Government**  
(Updated September 22, 2022)  
(Plan 44)

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

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

Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00
Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service (charged per search) (not discountable)	\$5.00
Driver Licenses	\$0.00
Dun & Bradstreet Global Market Identifiers Search	\$3.75
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search (charged per search)	\$2.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
InstantID Consumer Search	\$0.00
InstantID Consumer & FraudDefender Search	\$0.00
InstantID Q&A (charged per search)	\$1.30
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Report	\$0.00
OSHA Investigative Reports Search	\$1.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00

Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
SEC Filings Search	\$3.50
Sexual Offenders (Report Included)	\$0.00
SIRIS	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
<b>Reports</b>	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report (charged per search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$3.50
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments,	\$0.00

UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Government Location Report (charged per search)	\$1.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.00
-IRS 5500	\$0.00
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00
-UCC Filings	\$0.00
-Watercraft	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible	\$0.00

Education, Comprehensive Report Summary)	
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.00
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.00
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50
-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features	\$6.00

and Additional Report Options listed below)	
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
<b>Online Batch</b>	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Waterfall Phone with Address (single)	\$0.25
Waterfall Phone with Address (multiple)	\$0.30
Address and/or Phone Confirmation (per input) (single)	\$0.03
Address and/or Phone Confirmation (per input) (multiple)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90

November 2, 2022

Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--



# Resolution

Number 22-1767

Adopted Date November 22, 2022

APPROVE AGREEMENT AND ADDENDUM WITH LEGACY RESIDENTIAL HOMES, INC. RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Legacy Residential Homes, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a – Legacy Residential Homes, Inc.  
Children Services (file)

Ohio Department of Job and Family Services

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

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

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

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

and

Legacy Residential Homes Inc., hereinafter "Provider", whose address is:

Legacy Residential Homes Inc.  
10377 Pippin Ln  
Cincinnati, OH 45231

Collectively the "Parties".

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## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **10/01/2022** through **05/31/2023**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

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

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

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

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

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (Q RTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
  - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  - 2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
  - 2. Child Alleging Physical or Sexual Abuse / Neglect;
  - 3. Death of Child;
  - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  - 7. School Expulsion / Suspension (formal action by school);
  - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  - 9. Victim of assault, neglect, physical or sexual abuse; and
  - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
    - 1. When physical restraint is used/applied; and
    - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
  1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  2. To comply with the medical consent process as identified by Agency;
  3. Only the Agency can give permission for the administering or change (addition or elimination) of

psychotropic medication and its ongoing management; and

4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
  1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
  2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
  3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
  4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).



- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
  - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## **Article VII. INVOICING FOR PLACEMENT SERVICES**

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  - 2. Billing date and the billing period.
  - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  - 4. Admission date and discharge date, if available.
  - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered

and do not duplicate claims made by Provider to other sources of public funds for the same service.

## **Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

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

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

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

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon of the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

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

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
  - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
  - b. Firewall protection;
  - c. Encryption of electronic data while in transit from Provider networks to external networks;
  - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
  - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
  - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

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

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
  - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

## Article XII. INDEPENDENT CONTRACTOR

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

in accordance with this Agreement.

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

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

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

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

- 1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
- 2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
- 3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

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

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

if to Provider, to                      Legacy Residential Homes Inc.  
    10377 Pippin Ln  
    Cincinnati, OH 45231

#### **Article XVII. CONSTRUCTION**

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

#### **Article XVIII. NO ASSURANCES**

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

#### **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.



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

## Article XX. INSURANCE

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

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

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
  2. Product liability;
  3. Blanket contractual liability;
  4. Broad form property damage;
  5. Severability of interests;
  6. Personal injury; and
  7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

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

E. Workers' Compensation insurance at the statutory limits required by ORC.

F. The Provider further agrees with the following provisions:

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

## Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
  - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
  - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
  - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
  - 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
  - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
    - a. Maintenance of a current valid driver's license and vehicle insurance.
    - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
    - c. No child that is a passenger and is required to have that a seat restraint can be transported by said provider until these requirements are met.
  - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
    - a. The individual has a condition which would affect safe operation of a motor vehicle;
    - b. The individual has six (6) or more points on his/her driver's license; or
    - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

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

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

**Article XXIV. FINDINGS FOR RECOVERY**

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

**Article XXV. PUBLIC RECORDS**

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

**Article XXVI. CHILD SUPPORT ENFORCEMENT**

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

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

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

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

#### **Article XXVIII. SUBCONTRACTING AND DELEGATION**

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

#### **Article XXIX. PROPERTY OF AGENCY**

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

#### **Article XXX. SEVERABILITY**

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

#### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

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

#### **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of

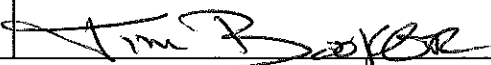
which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall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

**Article XXXIII. APPLICABLE LAW AND VENUE**

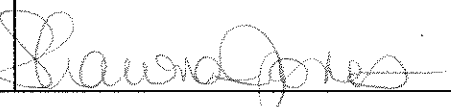
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

**SIGNATURES OF PARTIES:**


**Provider: Legacy Residential Homes Inc.**

Print Name & Title	Signature	Date
Timothy Booker Operations Supervisor		11-4-22

**Agency: Warren County Children Services**

Print Name & Title	Signature	Date
Shawna Jones, Director		11-15-22

**APPROVED AS TO FORM**

  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Legacy Residential Homes Inc. / 27982745

Run Date: 11/08/2022  
 Contract Period: 10/01/2022 - 05/31/2023

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Bymeside Drive Group Home (20973)	7654413		\$308.00	\$23.00							\$331.00	10/01/2022	05/31/2023
Pippin Lane Group Home (20962)	7637813		\$308.00	\$23.00							\$331.00	10/01/2022	05/31/2023



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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

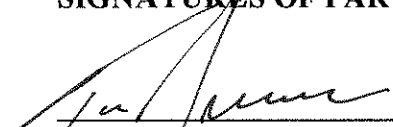
Article VI, subsection (H) of the Agreement shall be amended as follows:

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

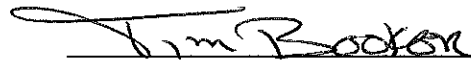
**ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT**

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 22-1767, dated 11/22/22, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

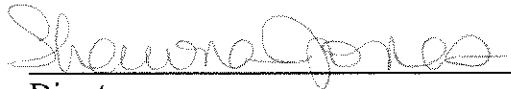
  
\_\_\_\_\_  
President  
Warren County Board of Commissioners

Date 11/22/22

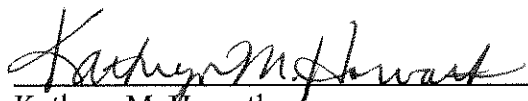
  
\_\_\_\_\_  
Provider

Date 11-4-22

Reviewed by:

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

Approved as to Form:

  
\_\_\_\_\_  
Kathryn M. Horvath  
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Timothy Bookert, holding the title and position of OPERATIONS SUPERVISOR at the firm Legacy Residential Housg, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Tim Bookert  
AFFIANT

Subscribed and sworn to before me this 4<sup>th</sup> day of NOVEMBER 2022

Donna Liegibel  
(Notary Public),

HAMILTON County.

My commission expires August 16 2027



**DONNA LIEGIBEL**  
Notary Public, State of Ohio  
My Commission Expires  
August 16, 2027



**Department of  
Job and Family Services**

Mike DeWine, Governor  
Jon Husted, Lt. Governor

Matt Damschroder, Director

October 5, 2022

Andrew Booker, President  
Legacy Residential Homes Inc  
10377 Pippin Lane  
Cincinnati, Ohio 45231

**RE: Issuance of a Full Certificate to Perform Specific Functions to: Legacy Residential Homes Inc, 10377 Pippin Lane, Cincinnati, Ohio 45218 (Recertification Study ID# 0000005039)**

Dear Mr. Booker:

The Ohio Department of Job and Family Services (ODJFS) is hereby issuing a full certificate to the above named agency to perform the functions identified below, in accordance with all applicable chapters of the Ohio Administrative Code (OAC). Enclosed is a copy of the certificate that is in effect from **September 15, 2022 through September 14, 2024**.

The following functions are hereby under full certification:

- To operate a Group Home(s).
- To operate or provide Independent Living arrangements.

**Type:** Group Home

Legacy Residential Homes Inc  
10377 Pippin Lane  
Cincinnati, Ohio 45231

**Capacity:** 6

**Gender:** Male

**Age Range:** 12 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

**Type:** Group Home

Legacy Residential Homes 3  
10253 Menominee Street  
Cincinnati, Ohio 45251

**Capacity:** 6

**Gender:** Male

**Age Range:** 12 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

30 East Broad Street  
Columbus, OH 43215  
jfs.ohio.gov

This institution is an equal opportunity provider and employer.

**Type:** Group Home

Legacy Residential Homes 2  
2830 Bryneside Drive  
Cincinnati, Ohio 45239

**Capacity:** 6

**Gender:** Male

**Age Range:** 12 years 0 months to 17 years 11 months of age and serves mentally or physically handicapped persons under 21 years of age.

Although the ODJFS certification review showed Legacy Residential Homes Inc to be in acceptable compliance with applicable OAC rules, the following noncompliance areas were cited. A Corrective Action Plan has been submitted and approved for each of the following areas:

**Review Noncompliance**

<b>Rule</b>	<b>Rule Title</b>
5101:2-5-09(C)(3)	Personnel and Prohibited Convictions for Employment
5101:2-5-09(E)	Personnel and Prohibited Convictions for Employment
5101:2-9-03(I)	Staff Development and Evaluation
5101:2-9-06(L)(1)	General Safety
5101:2-9-07(C)	Emergency Planning and Preparedness
5101:2-9-12(A)(1)	Service Plans
5101:2-9-12(A)(2)	Service Plans
5101:2-9-12(B)(7)	Service Plans
5101:2-9-14(F)(6)	Medications
5101:2-9-14(H)	Medications
5101:2-9-23(A)	Notification and Documentation of Critical Incidents
5101:2-9-23(B)	Notification and Documentation of Critical Incidents
5101:2-9-32(B)	Transportation
5101:2-9-32(C)	Transportation

If you have any questions, please contact Patrick Smith, Agency Licensing/Certification Specialist at (216) 787-3541 or email [patrick.smith@jfs.ohio.gov](mailto:patrick.smith@jfs.ohio.gov).

Sincerely,

A handwritten signature in cursive script that reads "Jeffery Van Deusen/SR".

Jeffery Van Deusen, Deputy Director  
Office of Families and Children  
Ohio Department of Job and Family Services

cc: Aunay Miller, Administrator  
Stevie Romano, OFC  
Monica Kress, OFC  
Patrick Smith, OFC  
File

**State of Ohio  
Department of Job and Family Services**

**Mike DeWine  
Governor**

**This is to Certify that**

**Legacy Residential Homes Inc  
10377 Pippin Lane  
Cincinnati, Ohio 45218  
Recertification - S-0000005039**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.

The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

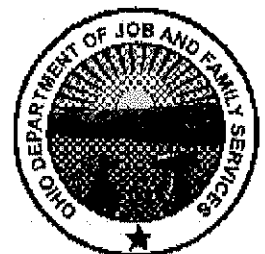
Functions:

To operate or provide Independent Living arrangements

To operate a Group Home(s)

**Qualified Residential Treatment Program Compliant September 30, 2021**

This certificate is effective from September 15, 2022 to September 14, 2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2022

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

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

PRODUCER  Expert Protection Services LLC 207 W Franklin St Centerville, OH 45459	CONTACT NAME: Greg Fay	PHONE (A/C, No, Ext): 937-619-9705	FAX (A/C, No): 831-576-7662
	E-MAIL ADDRESS: stacey@expertprotectionsvcs.com		
INSURED  Legacy Residential Homes 10377 Pippen Lane Cincinnati, OH 45231	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Guide One Mutual Insurance Co		15032
	INSURER B: Ohio State WC Fund		
	INSURER C:		
	INSURER D:		
	INSURER E:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP010024343	10/21/2022	10/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse/Molestation \$ \$1M / \$3M COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPP010024343	10/21/2022	10/21/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED RETENTIONS \$			CPP010024343	10/21/2022	10/21/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Ohio State WC Fund	07/01/2022	07/01/2023	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			CPP010024343	10/21/2022	10/21/2023	Occurrence 1,000,000 Professional Aggregate 3,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

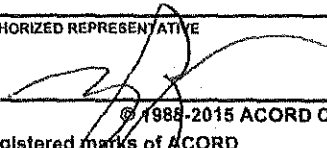
Employee Dishonesty - \$100,000 Limit  
 Cyber Liability - \$1,000,000 limit

30 day notice of cancellation applies, except 10 days for non-payment of premium.

Location #2 - 2830 Bypass Dr Cincinnati OH 45239 / Location #3 - 10253 Menominee Dr Cincinnati OH 45251

## CERTIFICATE HOLDER

## CANCELLATION

Warren County Human Services 416 S East St #1 Lebanon, OH 45036	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Resolution

Number 22-1768

Adopted Date November 22, 2022

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Stantec Consulting Services, Inc. 11687 Lebanon Road, Cincinnati, OH 45241 for a preliminary engineering study for the Stubbs Mill Road Bridge #35-0.49 Replacement Project, as attached hereto and made part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Stantec Consulting Services, Inc.  
Engineer (file)

**ENGINEERING SERVICES CONTRACT FOR  
STUBBS MILL ROAD BRIDGE #35-0.49 OVER LITTLE MIAMI RIVER  
PRELIMINARY ENGINEERING STUDY**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Stantec Consulting Services Inc., 11687 Lebanon Road, Cincinnati, Ohio 45241, a Corporation organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to study alternate routes and structure types for a future bridge replacement project on the Stubbs Mill Road Bridge #35-0.49 over Little Miami River, hereinafter referred to as the "PROJECT"

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

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

**SECTION 1 - BASIC SERVICES OF ENGINEER**

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil, structural, and customary surveying services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated October 18, 2022) each of which is attached and made a part of this contract and identified as Exhibit 1 and Exhibit 2 respectfully, hereinafter referred to as "Basic Services"
- 1.3 Prepare preliminary engineering study documents consisting of alternate routes and structure types for a future bridge project.
- 1.4 Based on the information contained in the preliminary engineering study, submit an opinion of preliminary probable Project Costs for each alternate.
- 1.5 Furnish two copies of the above preliminary engineering study and one copy of all electronic files regarding the PROJECT on a disk and present and review them in person with COUNTY ENGINEER.

**SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

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

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his/her disposal all available information pertinent to the Project.

- 3.3 Furnish ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Examine all studies, reports, sketches, drawings, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER and COUNTY ENGINEER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.6 Designate in writing the person or persons to act as COUNTY ENGINEER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.
- 3.7 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of the Contractor(s).
- 3.8 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.9 Bear all costs incident to compliance with the requirements of this Section 3.

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

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period of time that may reasonably be required for the Engineering Services of the Project including extra work and required extensions thereto.
- 4.2 ENGINEER's services shall each be considered complete at the earlier of (1) the date when the submission has been accepted by COUNTY ENGINEER or (2) thirty days after the date when such submission is delivered to COUNTY ENGINEER for final acceptance.
- 4.3 If COUNTY ENGINEER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his/her various rates of compensation shall be adjusted appropriately upon approval of OWNER.
- 4.4 If ENGINEER's services for design of the Project are delayed or suspended in whole or in part by COUNTY ENGINEER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to COUNTY ENGINEER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

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

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

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a lump sum base fee of \$285,948.00 and a not-to-exceed fee of \$20,870.00 for "if authorized" contract items for a total not-to-exceed fee of \$306,818.00.

5.1.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

### **5.2 Times of Payments.**

5.2.1. Engineer shall submit monthly statements for Basic and Additional Services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements, EXCEPT as provided in Section 5.2.2.

5.2.2. The OWNER shall reimburse the ENGINEER for services included to a maximum of 90% of the total contract amount until such time as the final documents have been received and approved by the COUNTY ENGINEER. The Owner shall pay the final 10% of the contract amount upon final approval of the final documents.

### **5.3 Other Provisions Concerning Payments.**

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefore, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he/she has been paid in full all amounts due for services and expenses.

5.3.2. In the event of termination by OWNER under paragraph 6.1 upon the completion of any portion of the Basic Services, progress payment due ENGINEER for all services satisfactorily rendered through such portion shall constitute total payment for such services.

5.3.3. Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

### **5.4 Definitions**

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

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1 Termination.**

The obligation to provide services under this Agreement may be terminated by OWNER for convenience upon seven days' written notice by certified mail, return receipt requested, and by either party upon seven days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **6.2 Reuse of Documents.**

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

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

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio Court of Common Pleas. No party shall initiate or attempt to remove any litigation arising out of this Agreement in any other state or federal court.

### **6.4 Successors and Assigns.**

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each binds himself/herself and his/her partners, successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors, as he/she may deem appropriate to assist him/her in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

### **6.5 Modification or Amendment**

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

## 6.6 Construction

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

## 6.7 Waiver

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

## 6.8 Relationship of Parties

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

## 6.9 Parties

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

## 6.10 Headings

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

## 6.11 Notices

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

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
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Stantec Consulting Services Inc.  
Attn: Steve Shadix, P.E., P.S.  
11687 Lebanon Road  
Cincinnati, Ohio 45241  
Ph. 513-842-8200

## 6.12 Insurance

ENGINEER shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. By endorsement to the Comprehensive General Liability, COUNTY ENGINEER shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. ENGINEER shall provide COUNTY

ENGINEER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to COUNTY ENGINEER. Such certificates shall provide that the insurer notify COUNTY ENGINEER in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the COUNTY ENGINEER not less than 30 days prior to said cancellation date. ENGINEER shall also deliver to the COUNTY ENGINEER, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein. ENGINEER shall carry statutory worker's compensation insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

### **7.1 This Agreement is subject to the following special provisions:**

7.1.1 ENGINEER shall furnish to COUNTY ENGINEER the required Contract submittal per the attached schedule (Exhibit 2). In the event that the ENGINEER fails to furnish the required submittal according to the attached schedule, the Board of Commissioners shall have the right to assess the ENGINEER liquidated damages in the amount of \$50.00 per day for each calendar day that the ENGINEER exceeds the schedule deadlines. Liquidated damages shall not be assessed for any delay caused by the OWNER and COUNTY ENGINEER.

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

Exhibit 1 and Exhibit 2

7.3 In the event of any conflict or contradiction between any special provision, exhibits and schedules and the text of this Agreement, the terms, conditions and obligations of this Agreement shall be controlling.

## **SECTION 8 – ENTIRE AGREEMENT**

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

## **SECTION 9 – INDEMNIFICATION**

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

[Continued on next page]

**SECTION 10 – EXECUTION**

**ENGINEER:**

IN EXECUTION WHEREOF, Stantec Consulting Services Inc. has caused this Agreement to be executed on the date stated below by STATE STEVEN N. SHADIX, its PRINCIPAL, pursuant to a corporate Resolution authorizing such act.

**STANTEC CONSULTING SERVICES INC.**

SIGNATURE: 

PRINTED NAME: STEVEN N. SHADIX

TITLE: PRINCIPAL

DATE: NOVEMBER 9, 2022

**OWNER:**

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution No. 22-1768 dated 11/22/22.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 


PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/22/22

**RECOMMENDED BY:**

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

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

**APPROVED AS TO FORM:**

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

By:   
Assistant Prosecuting Attorney



## **EXHIBIT 1**

**WARREN COUNTY ENGINEER'S**  
**SCOPE OF SERVICES**

**STUBBS MILL ROAD BRIDGE OVER LITTLE MIAMI RIVER**  
**PRELIMINARY ENGINEERING STUDY**

**1. PROJECT IDENTIFICATION**

**Project Name:** Stubbs Mill Rd Bridge #35-0.49 Over Little Miami River Preliminary Engineering Study

**Project Purpose:** This section of Stubbs Mill Road is a heavily traveled county road that connects US 22/SR 3 in Hamilton Township to the City of Lebanon. The existing bridge is a four span prestressed adjacent concrete box beam structure that was originally built in 1968 (stone abutments and center stone pier was rehabilitated) with superstructure rehabilitations in 1989 and 2007.

The bridge currently has an inspection general appraisal rating of 7A and a sufficiency rating of 76.2, but has been steadily deteriorating based on yearly bridge inspections. Currently the bridge is not posted for reduced loads, but will likely require posting in the near future. The purpose of the project is to create a preliminary engineering study that has analyzed alternate routes and structures for a future bridge replacement or rehabilitation project for the deteriorating structure.

**2. PROJECT LIMITS**

**Length Approximately:** Consultant will recommend for each alternative presented.

**3. AGREEMENT BETWEEN PROFESSIONAL ENGINEER AND**

State \_\_\_\_\_ County X City \_\_\_\_\_ Other \_\_\_\_\_

**4. METHOD OF FINANCING**

**Type of Agreement:** Lump Sum Base Fee plus Not-to-Exceed unit costs for "If Authorized" Items

**Preliminary Engineering:** Warren County Engineer's Office

**Final Engineering:** TBD

**Construction:** TBD

## **5. WORK PHASES INCLUDED IN AGREEMENT**

Preliminary Engineering Study shall include the feasibility of six alternatives along with a no build alternative, future traffic study, optimum structure based on each alternative, preliminary cost estimates for each alternative, and environmental concerns/processes for each alternative. Two complete and independent structure type studies shall be completed. One study will be completed for the comparison of structure types with piers and one will be completed for the single span alternative. The roadway work for Alternatives 2-4 will assume that the bridge is being replaced on the existing alignment. After a preliminary preferred structure type is determined, this will be used to briefly look at optimizing the horizontal alignment of the new structure through the development of Alternatives 5 and 6.

Alternative 1: Rehabilitate the existing bridge over the Little Miami River on the same alignment utilizing the existing substructure units where possible. This alternative shall not be advanced due to the old age of the existing substructure units. The feasibility study shall note this alternative was considered and rejected.

Alternative 2: Construct a new structure crossing over the Little Miami River with one or two piers located within the Ordinary High Water limits. The structure for this alternative shall be designed to minimize the amount of profile adjustment to Stubbs Mill Road. The bottom of the superstructure shall match the bottom of beam elevation on the existing bridge. It is assumed for this alternative that a portion of the superstructure may be positioned within the 100-yr floodway elevation. Coordination with the National Parks Service and ODNR will be necessary to confirm new pier(s) in the river would be permitted. The roadway tie-in work is expected to be approximately 200 feet, 100 feet on each side of the proposed bridge.

Alternative 3: Construct a new structure crossing over the Little Miami River with one or two piers located within the Ordinary High Water limits. The structure for this alternative shall be designed to raise the superstructure out of the 100-yr floodway elevation. Based on the preliminary engineering efforts so far, it is assumed that the profile of the bridge will need to be raised approximately 4-5 feet to accomplish this goal. Coordination with the National Parks Service and ODNR will be necessary to confirm new pier(s) in the river would be permitted. The roadway tie-in work is expected to be approximately 2400 feet. This tie-in work includes improvements and potential realignments to Mason Morrow Millgrove Road within the project area.

Alternative 4: Construct a new structure clear spanning the Little Miami River with zero piers within the Ordinary High Water limits. The structure for this alternative shall be designed to raise the superstructure out of the 100-yr floodway elevation. Based on preliminary engineering efforts so far, it is assumed that the profile of the bridge in the alternative will need to be raised approximately 8-10 feet to accomplish this goal. The roadway tie-in work is expected to be approximately 4000 feet. This tie-in work includes improvements and potential realignments to Mason Morrow Millgrove Road within the project area.

Alternative 5: This alternative shall evaluate the worthiness of shifting the alignment of the proposed structure to the west of the existing bridge location.

Alternative 6: This alternative shall evaluate the worthiness of shifting the alignment of the proposed structure to the east of the existing bridge location.

A no build alternative shall also be considered in the feasibility study discussion.

**6. TYPICAL SECTIONS/NUMBER OF LANES**

**Remarks:** Stubbs Mill Road will remain at its current number of lanes.

Number of lanes 2 lanes width of lanes 12 feet

9" inches of Item 301 PG64-22

1 1/2" inches of Item 441 Intermediate, Type 1, (448), PG64-22

1 1/2" inches of Item 441 Surface, Type 1, (448), PG 64-22

**Underdrains:** YES \_\_\_\_\_ NO X Report to Recommend \_\_\_\_\_

**Curbs:** YES \_\_\_\_\_ NO X

**Shoulders/Berms:** YES X NO \_\_\_\_\_ Report to Recommend \_\_\_\_\_

**Type:** 2 foot earth berm/graded shoulder on each side

**Median:** YES \_\_\_\_\_ NO X

**Guardrail:** YES X NO \_\_\_\_\_ Type MGS Anchor To be determined

**Clear Zone Grading:** YES X NO \_\_\_\_\_

**Fencing:** YES \_\_\_\_\_ NO X

**Lighting:** YES \_\_\_\_\_ NO X

**7. ALIGNMENT**

Several alternatives shall be analyzed.

**8. PROFILE**

Alternate profiles based on each alignment presented.

**9. DRAINAGE / ENVIRONMENTAL**

**A. Roadway Drainage Criteria:** Warren County Stormwater Regulations

**Existing:** Surface X Closed \_\_\_\_\_

**Proposed:** Surface X Closed \_\_\_\_\_

**Remarks:** 4:1 Slopes preferred; 2:1 Slopes Max., and 2 feet bottom rounded ditches.

**B. Waterway Drainage:** Consultant to outline the necessary waterway and environmental processes/permits for each alternative presented.

**10. BRIDGE CROSSINGS**

**Number of Bridges:** (1) Stubbs Mill Road over Little Miami River, Bridge #35-0.49

**Design:** Bridge shall be designed to AASHTO LRFD Bridge Design Specification

**Loading:** HL93

**Bridge Width (face to face of rails):** Consultant to make recommendation based on each alternate alignment and on traffic study.

**Interchanges:** None

**Cross Roads:** Little Miami Scenic Trail

**Streams:** Little Miami River

**Remarks:** \_\_\_\_\_

**Alternates Required:** YES  (For Each Alternate Route) NO \_\_\_\_\_

**Railroads:** None

**Pedestrian / Bikeway:** None

**Mass Transit:** None

**11. UTILITIES:**

**Water:** Western Water

**Electric:** Duke Energy

**Telephone:** Century Link

**Cable:** Spectrum

**12. PRELIMINARY CONSTRUCTION COST ESTIMATE:** YES  NO \_\_\_\_\_

**Remarks:** Consultant to provide a preliminary cost estimate for each alternate route presented.

**13. TRAFFIC DATA:**

State \_\_\_\_\_ County X Professional Engineer \_\_\_\_\_

Remarks: Current traffic counts will be provided by WCEO (5,000 vpd in 2006)

Functional Classification: Minor Collector - Rural

Posted Speed: Stubbs Mill Road and Mason-Morrow-Millgrove Road - 55 MPH

**14. PRIOR STUDIES:**

None

**15. PROJECT MEETINGS:**

Yes  No

Estimated Number: 2

**16. PUBLIC INVOLVEMENT MEETINGS:**

Estimated Number: 1 (If Authorized)

Consultant to Prepare Exhibits: Yes  No

At the public meeting Consultant will provide staffing, handouts, comment sheets, sign-in sheets, prepare exhibits and upon completion of the public comment period shall compile a public meeting summary.

**17. FUNDING APPLICATION ASSISTANCE:**

Consultant shall assist with review of the alternate selected cost estimate prepared by the WCEO and review the funding application package. (If Authorized)

18. With submission of proposal, Professional Engineer shall submit a tentative time of completion for the preliminary engineering study submittal following authorization to proceed.

19. Two copies of the final preliminary engineering study for the bridge and alternate routes shall be submitted, as well as in PDF format.

20. The Professional Engineer shall also furnish to the Engineer a computer disk or disks containing all the project information, including the notes, preliminary quantities, calculations, correspondence letters, and any other related items, in a format compatible with "Microsoft Word" and "Microsoft Excel".

21. The Professional Engineer shall agree to all requirements listed in this Scope of Services. The Professional Engineer must state any objections, exceptions and/or changes prior to the signing of the Engineering Services Contract.

Professional Engineer Name: Stantec Consulting Services Inc.

Address: 11687 Lebanon Road  
Cincinnati, Ohio 45241

Phone: (513) 842-8200

**EXHIBIT 2**



**Stantec Consulting Services Inc.**  
11687 Lebanon Road, Cincinnati OH 45241-2012

October 18, 2022

Mr. Neil F. Tunison, P.E., P.S.  
Warren County Engineer  
210 West Main Street  
Lebanon, Ohio 45036

Subject: Revised Proposal for Consulting Services  
Stubbs Mill Road Bridge Replacement  
Preliminary Engineering Study

ATTN: Mr. Roy G. Henson, P.E., P.S.

Enclosed is Stantec's Revised Cost Proposal to complete a Preliminary Engineering Study on the Stubbs Mill Bridge Replacement Project. Our proposed tasks and costs, detailed in the attached document, are based on the Scope of Services document revised October 5, 2022 which we received via email from Roy Henson. In the study, we will evaluate Alternatives 2 through 6 as proposed by the County in the Scope of Services. As directed, Alternative 1 will be discussed briefly in the Feasibility Study, noting that it was rejected due to the age of the existing substructure. After approval of the Structure Type Study, Stantec will submit a Feasibility Study recommending a preferred alternative from the three horizontal alignment alternatives.

We appreciate the opportunity to help the Warren County Engineer's Office take this first step toward designing a new bridge at this location. Should you have any questions about our proposed scope and fee or need any additional information, please do not hesitate to call.

Regards,

**STANTEC CONSULTING SERVICES INC.**

Steven N. Shadix, P.E., P.S.  
Principal  
Phone: (513) 619-6470  
Steve.Shadix@stantec.com

Michael R. Sturdevant, P.E.  
Senior Associate  
(513) 619-6479  
Michael.Sturdevant@stantec.com





October 18, 2022

**REVISED PROPOSAL FOR PROFESSIONAL SERVICES  
STUBBS MILL BRIDGE PRELIMINARY ENGINEERING STUDY**

**Prepared For: Warren County Engineer's Office**

**GENERAL SCOPE OF WORK**

This proposal has been prepared at the request of the Warren County Engineer's Office and outlines the proposed tasks for completing a preliminary engineering study to investigate alternatives for the future replacement of the Stubbs Mill Bridge (Bridge #35-0.49) over the Little Miami River. The study will evaluate a total of six different alternatives for the bridge replacement. Each alternative will be evaluated at the level of detail required to prove it's merit as a feasible and/or preferred alternative. Major tasks include the evaluation of the alternative alignments proposed by the Warren County Engineer's Office, a brief future traffic study, development of preliminary cost estimates and identifying environmental issues/concerns related to each alternative.

**PROJECT BACKGROUND**

The Stubbs Mill Bridge over the Little Miami River is located ½ mile north of US 22/SR 3 in Hamilton Township, Warren County, Ohio. Stubbs Mill is a county road providing a direct connection between US 22/SR 3 and the City of Lebanon. The road is a two-lane local road classified as a rural minor collector with a posted speed limit of 55 mph. Traffic counts on the segment of Stubbs Mill which crosses the river show an ADT of 5,163 vehicles in 2021.

The existing structure over the Little Miami River is a prestressed concrete adjacent box beam bridge which was constructed in 1968. The bridge incorporated the center stone pier and stone abutments from the previous bridge. The structure currently has a sufficiency rating of 76.2 and a general appraisal rating of 7A. However, the bridge has been steadily deteriorating, based on recent annual bridge inspections and load ratings. Currently the bridge is load rated for 100% of the Ohio Legal Load but, based on the recent steady deterioration, it will likely require posting in the near future.

The Little Miami Scenic Trail crosses Stubbs Mill Road just south of the bridge.

**PROPOSED TASKS**

The following tasks are proposed for the Stubbs Mill Bridge preliminary engineering study: 1) evaluate conceptual alternatives; 2) future traffic study; 3) environmental issues; 4) preliminary engineering study report; and 5) public involvement (if authorized); 6) funding application



assistance (if authorized). A brief description of each task follows. For detailed descriptions of the work items in each task, see the narrative details at the end of Appendix B.

### **Task 1: Evaluate Conceptual Alternatives**

This Task involves evaluating one rehabilitation alternative and five replacement alternatives to the existing bridge crossing. Alternative 1 is the rehabilitation alternative, Alternatives 2-4 focus on the structure type, and Alternatives 5-6 focus on the horizontal alignment.

It is understood that the structure type will have a significant impact on the depth of the structure and consequentially the profile and length of tie-in work required on Stubbs Mill Road and Mason Morrow Millgrove Road. The roadway tie-in work associated with Alternative 2 could be as minimal as 200 feet, whereas the tie-in work for Alternative 4 could be as much as 4000 feet. Because of the drastic impacts the structure type has on the amount of roadway improvements, the structure type will be evaluated first before any horizontal alignments are looked at. Two complete and independent structure type studies will be completed. One study will be completed for the comparison of structure types with piers and one will be completed for the single span alternative. The roadway work for Alternatives 2-4 will assume that the bridge is being replaced on the existing alignment. After a preliminary preferred structure type is determined, this will be used to briefly look at optimizing the horizontal alignment of the new structure through the development of Alternatives 5 and 6. The alternative descriptions are further summarized as follows:

*Alternative 1:* Rehabilitate the existing bridge over the Little Miami River on the same alignment utilizing the existing substructure units where possible. The County has determined this alternative will not be advanced due to the age and condition of the existing substructure units. The feasibility study will note this alternative was considered and rejected.

*Alternative 2:* Construct a new structure crossing over the Little Miami River with one or two piers located within the Ordinary High Water limits. The structure for this alternative will be designed to minimize the amount of profile adjustment to Stubbs Mill Road. The bottom of the superstructure will match the bottom of beam elevation on the existing bridge. It is assumed for this alternative that a portion of the superstructure may be positioned within the 100-yr floodway elevation. Early coordination by ODOT and/or the Warren County Engineer's Office with the National Parks Service and ODNR will be necessary to confirm new pier(s) in the river are permitted. Stantec will provide supporting information, as needed. The roadway tie-in work is expected to be approximately 200 feet in length, 100 feet on each side of the proposed bridge.

*Alternative 3:* Construct a new structure crossing over the Little Miami River with one or two piers located within the Ordinary High Water limits. The structure for this alternative will be designed to raise the superstructure above the 100-yr floodway elevation. Based on the preliminary engineering efforts so far, it is assumed that the profile of the bridge will need to be raised approximately 4-5 feet to accomplish this goal. Early coordination by ODOT and/or the Warren County Engineer's Office with the National Parks Service and ODNR will be necessary



to confirm new pier(s) in the river are permitted. Stantec will provide supporting information, as needed. The roadway tie-in work is expected to be approximately 2400 feet in length. This tie-in work includes improvements and potential realignments to Mason Morrow Millgrove Road within the project area.

*Alternative 4:* Construct a new structure clear spanning the Little Miami River with no piers within the Ordinary High Water limits. The structure for this alternative will be designed to raise the superstructure above the 100-yr floodway elevation. Based on preliminary engineering efforts so far, it is assumed that the profile of the bridge will need to be raised approximately 8-10 feet to accomplish this goal. The roadway tie-in work is expected to be approximately 4000 feet long. This tie-in work includes improvements and potential realignments to Mason Morrow Millgrove Road within the project area.

*Alternative 5:* This alternative will evaluate the worthiness of shifting the alignment of the proposed structure to the west of the existing bridge location.

*Alternative 6:* This alternative will evaluate the worthiness of shifting the alignment of the proposed structure to the east of the existing bridge location.

A no build alternative will also be considered in the feasibility study discussion.

## **Task 2: Future Traffic Study**

This study will evaluate the traffic count information and accident data provided by the County. The results of this study will be incorporated into the Purpose and Need statement and the Feasibility Study.

## **Task 3: Environmental Issues**

Stantec will conduct an environmental data search and field reconnaissance to identify potential environmental/permit "red flag" issues that may be involved for the conceptual alternatives developed for the Stubbs Mill Bridge replacement. This task includes a literature review of available secondary source data, reports and mapping, and conducting database reviews and agency information requests to identify known ecological resources. The following resources will be identified: scenic rivers, streams and wetlands; T&E species (ODNR and USFWS databases); cultural resources (OHPO online mapping); hazardous materials (ODOT's OPERS mapping), Section 4(f)/6(f) public recreational areas; public water supplies, water wells, and source water aquifers (OPEA database); and general land use features. Stantec ecologists will conduct a field view to identify stream, wetland, and other jurisdictional features; potential habitat for state and federal listed species; and other sensitive ecological features. In addition, a Regulated Materials Review (RMR) Screening and Cultural Resources Scoping Request Form will be completed and submitted to ODOT to determine if any further RMR or cultural resources studies would be required for the project alternatives as part of the environmental clearance of the project. Key red flags will be GIS mapped and an Environmental Composite



Map will be prepared for use at the public meeting and for incorporation into the environmental issues tech memo.

An environmental issues tech memo will be prepared that summarizes key environmental red flags/issues and provides a comparative summary of issues for each of the conceptual alternatives. Key regulatory issues, required agency coordination, anticipated permit issues, and any public input issues will be outlined. Also included will be discussion of key next steps related to NEPA documentation and environmental base studies as the project moves forward. This tech memo will be included as an appendix in the Preliminary Engineering Study Report.

**Task 4: Preliminary Engineering Study Report**

Stantec will prepare a Preliminary Engineering Study Report, which will be consistent with ODOT's Project Development Process (PDP) and NEPA decision making process for project specific alternative evaluation. The Preliminary Engineering Study Report, or feasibility study, will provide a comparison of the conceptual alternatives based on design issues, property impacts, environmental issues, maintenance of traffic, construction costs, etc. In addition, the alternatives will be evaluated based on how well they address the project's Primary and Secondary Needs. The engineering and environmental technical reports will be included as appendices to the Preliminary Engineering Study Report.

**Task 5: Public Involvement (IF AUTHORIZED)**

Upon authorization, Stantec will assist the County with an in-person public involvement meeting where the conceptual alternatives can be shared with the public and comments can be received to assist in determination of the alternatives selected for further study or a preferred alternative. At the public meeting Stantec will provide staffing, handouts, comment sheets, sign-in sheets, and prepare exhibits. At the end of the 30-day public comment period, Stantec will compile a public meeting summary, which will be included as an appendix to the Preliminary Engineering Study Report. Direct costs for this task include the meeting notification printing and mailing, along with meeting exhibits and materials.

**Task 6: Funding Application Assistance (IF AUTHORIZED)**

Upon authorization, Stantec will assist the County with a review of the Warren County Engineer's cost estimate to be used for the preferred alternative in the funding application package and a review of the application package as needed.

**PROPOSED FEE**

The proposed lump sum fee for the above tasks is shown in the table below, broken down by task. Please see Appendix B for a more detailed breakdown of the project costs.



Task	Proposed Hours	Labor Costs	Direct Costs	Proposed Fee
1. Evaluate Conceptual Alternatives	1,437	\$191,467	\$398	\$191,865
2. Future Traffic Study	40	\$7,637	\$0	\$7,637
3. Environmental Issues	135	\$17,565	\$57	\$17,622
4. Preliminary Engineering Study Report (Feasibility Study)	244	\$37,761	\$25	\$37,786
Project Management	142	\$30,988	\$50	\$31,038
<b>TOTAL AUTHORIZED TASKS</b>	<b>1998</b>	<b>\$285,418</b>	<b>\$530</b>	<b>\$285,948</b>
5. IF AUTHORIZED TASK – Public Involvement	84	\$13,053	\$955	\$14,008
6. IF AUTHORIZED TASK – Funding Application Assistance	32	\$6,862	\$0	\$6,862
<b>TOTAL IF AUTHORIZED TASKS</b>	<b>116</b>	<b>\$19,915</b>	<b>\$955</b>	<b>\$20,870</b>
<b>GRAND TOTAL</b>	<b>2,114</b>	<b>\$305,333</b>	<b>\$1,485</b>	<b>\$306,818</b>

**LISTING OF SUBCONSULTANTS**

No subconsultants are included in this proposal.

**PROPOSED SCHEDULE**

<u>Milestone</u>	<u>Following Authorization</u>
Draft Preliminary Engineering Study Submitted	6 months
Public Involvement Meeting	8 months
Final Preliminary Engineering Study Submitted	10 months

**ATTACHMENTS**

<b>Appendix A:</b> Scope of Services	pages A1-A5
<b>Appendix B:</b> Stantec Price Proposal	pages B1-B12

C-R-S		Stubbs Mill Rd Bridge #35-0.49		PROPOSAL COST SUMMARY						
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0			State Average Overhead Rate	157.25%					
Modification No.	0			Consultant Overhead Rate:	165.25%					
PID No.	0			Cost of Money:	0.19%					
Proposal Date	10/18/2022			Net Fee Percentage:	11%					
Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
<b>AUTHORIZED TASKS:</b>										
<b>1 - Planning Phase</b>										
<b>1.1 - Project Start-up</b>										
<b>1.2 - Project Initiation Package</b>										
1.2.A - Define Study Area and Logical Termini	\$56.94	8	\$456	\$753	\$1	\$0	\$0	\$129	\$1,338	
1.2.B - Conduct Field Review (walk through)	\$59.83	12	\$718	\$1,186	\$1	\$25	\$0	\$203	\$2,134	
1.2.C - Identify Discipline Specific Issues for Project Initiation Package										
1.2.D - Project Initiation Package Preparation and Submittal	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
1.2.E - Aerial/Base Mapping Coordination with ODOT	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
1.2.F - Concept, Scope and Budget Estimates	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL 1.2 - Project Initiation Package</b>	<b>\$58.68</b>	<b>20</b>	<b>\$1,174</b>	<b>\$1,939</b>	<b>\$2</b>	<b>\$25</b>	<b>\$0</b>	<b>\$332</b>	<b>\$3,472</b>	
<b>1.3 - Existing Data, Research and Analysis</b>										
1.3.A - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
1.3.B - Crash Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
1.3.C - Traffic Counts										
1.3.D - Planning Level Traffic - No Build Condition	\$65.00	20	\$1,300	\$2,148	\$2	\$0	\$0	\$368	\$3,818	
1.3.E - Certified Traffic - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
1.3.F - Capacity Analysis - No Build Condition	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
1.3.G - Safety Analysis - No Build Condition	\$65.00	20	\$1,300	\$2,148	\$2	\$0	\$0	\$368	\$3,818	
1.3.H - Develop Purpose & Need	\$51.64	44	\$2,272	\$3,754	\$4	\$0	\$0	\$643	\$6,674	
<b>TOTAL 1.3 - Existing Data, Research and Analysis</b>	<b>\$58.00</b>	<b>84</b>	<b>\$4,872</b>	<b>\$8,051</b>	<b>\$9</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,379</b>	<b>\$14,311</b>	
<b>1.4 - Stakeholder Involvement and Public Engagement Plan</b>										
<b>1.5 - Project Management for Planning Phase</b>										
<b>1.6 - Limited Review</b>										
<b>TOTAL 1 - Planning Phase</b>	<b>\$58.13</b>	<b>104</b>	<b>\$6,046</b>	<b>\$9,990</b>	<b>\$11</b>	<b>\$25</b>	<b>\$0</b>	<b>\$1,711</b>	<b>\$17,782</b>	
<b>2 - Preliminary Engineering Phase</b>										
<b>2.1 - Develop Preliminary Alternatives</b>										
2.1.A - Prepare and Complete Feasibility Study Report										
2.1.A.E - Field Survey and Aerial Mapping - Planning Level	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.1.A.F - Typical Section	\$50.73	22	\$1,116	\$1,844	\$2	\$0	\$0	\$316	\$3,278	
2.1.A.G - Preliminary Alignment and Profile	\$46.46	192	\$8,920	\$14,740	\$17	\$0	\$0	\$2,524	\$26,201	
2.1.A.H - Cross-Sections	\$45.44	128	\$5,816	\$9,611	\$11	\$0	\$0	\$1,646	\$17,083	
2.1.A.I - Mapping	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.1.A.J - Stakeholder Public Involvement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.1.A.K - Prepare Preliminary Engineering Report	\$52.28	180	\$9,410	\$15,550	\$17	\$0	\$0	\$2,663	\$27,640	
<b>TOTAL 2.1 - Develop Preliminary Alternatives</b>	<b>\$48.39</b>	<b>522</b>	<b>\$25,262</b>	<b>\$41,745</b>	<b>\$47</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,149</b>	<b>\$74,202</b>	
<b>2.2 - Perform Environmental Field Studies</b>										
2.2.A - Property Owner Notification	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.2.B - Cultural Resources Scoping Request From	\$44.06	18	\$793	\$1,310	\$1	\$0	\$0	\$224	\$2,329	
2.2.C - Preliminary Ecological Tech Memo	\$43.73	26	\$1,137	\$1,879	\$2	\$25	\$0	\$322	\$3,365	
2.2.D - Regulated Materials Review Screening	\$43.33	57	\$2,470	\$4,082	\$5	\$25	\$0	\$699	\$7,280	
2.2.E - Social and Economic Resources	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.2.F - 4(f) determinations	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.2.G - Noise Analysis	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.2.H - Noise Analysis - Public Involvement	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.2.I - Phase I Cultural Resource History/Architecture Survey	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL 2.2 - Perform Environmental Field Studies</b>	<b>\$43.56</b>	<b>101</b>	<b>\$4,400</b>	<b>\$7,271</b>	<b>\$8</b>	<b>\$50</b>	<b>\$0</b>	<b>\$1,245</b>	<b>\$12,974</b>	

C-R-S		Stubbs Mill Rd Bridge #35-0.49		PROPOSAL COST SUMMARY						
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0	State Average Overhead Rate			157.25%					
Modification No.	0	Consultant Overhead Rate:			165.25%					
PID No.	0	Cost of Money:			0.19%					
Proposal Date	10/18/2022	Net Fee Percentage:			11%					
Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
<b>2.3 - AER Design</b>										
2.3.A - Field Survey and Aerial Mapping										
2.3.A.A - Project Control, Benchmarks, and Reference Points	\$36.53	39	\$1,425	\$2,354	\$3	\$0	\$0	\$403	\$4,184	
2.3.A.B - Monumentation recovery	\$38.05	102	\$3,881	\$6,413	\$7	\$0	\$0	\$1,098	\$11,400	
2.3.A.C - Base Mapping (incl. field verify.)	\$34.74	190	\$6,601	\$10,908	\$12	\$398	\$0	\$1,868	\$19,787	
2.3.A.D - Drainage Survey (stream cross sections)	\$34.97	51	\$1,784	\$2,947	\$3	\$0	\$0	\$505	\$5,239	
2.3.A.E - Bridge Survey	\$35.24	43	\$1,516	\$2,504	\$3	\$0	\$0	\$429	\$4,451	
2.3.A.F - Establish property lines, tax id, & ownerships on base map	\$52.50	16	\$840	\$1,388	\$2	\$0	\$0	\$238	\$2,467	
2.3.A.G - Property Owner Notification	\$55.25	8	\$442	\$730	\$1	\$7	\$0	\$125	\$1,305	
2.3.B - Roadway										
2.3.B.A - Design Criteria	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.B - Conceptual Typical Sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.D - Plan and Profile - Crossroads	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.E - Plan and Profile - Ramps	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.F - Conceptual cross sections	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.G - Interchange Geometrics	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.B.H - Analyze Drive locations	\$44.00	56	\$2,464	\$4,072	\$5	\$0	\$0	\$697	\$7,238	
2.3.B.I - Identify Construction Limits	\$48.10	10	\$481	\$795	\$1	\$0	\$0	\$136	\$1,413	
2.3.B.J - Preliminary Pavement Design	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C - Drainage										
2.3.C.A - Drainage Design Criteria Forms (LD-35)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.B - LD-33 Form (Contact County Engineer)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.C - Hydraulically size all major storm sewer trunk lines	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.C.D - Perform preliminary hydraulic analysis for culverts	\$41.83	12	\$502	\$830	\$1	\$0	\$0	\$142	\$1,475	
2.3.C.E - Conceptual BMP	\$49.17	24	\$1,180	\$1,950	\$2	\$0	\$0	\$334	\$3,466	
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation	\$43.00	8	\$344	\$568	\$1	\$0	\$0	\$97	\$1,010	
2.3.D - Traffic Control										
2.3.D.A - Preliminary Pavement Marking Plan	\$38.70	10	\$387	\$640	\$1	\$0	\$0	\$110	\$1,137	
2.3.E - Signals & ITS										
2.3.F - Maintenance of Traffic										
2.3.F.A - MOTEC Request										
2.3.F.B - MOTAA										
2.3.F.C - Conceptual MOT Plan (Without MOTAA)	\$53.90	40	\$2,156	\$3,563	\$4	\$0	\$0	\$610	\$6,333	
2.3.G - Utilities										
2.3.G.A - Utility Coordination and Documentation	\$50.50	20	\$1,010	\$1,669	\$2	\$0	\$0	\$286	\$2,967	
2.3.G.B - Subsurface Utility Engineering	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.H - Miscellaneous										
2.3.H.A - Identify and coordinate impacts on FEMA flood zones	\$44.11	18	\$794	\$1,312	\$1	\$0	\$0	\$225	\$2,332	
2.3.H.B - Determine permissible location for waste and borrow	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.H.C - Determine potential locations for retaining walls	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.H.D - Determine Lighting needs - investigate warrants	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.H.E - Identify potential total take parcels	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.H.F - Railroad Coordination	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.H.G - Evaluate aesthetic options	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.H.H - Value Engineering	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.3.H.I - Determine need for Design Exception	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL 2.3 - AER Design</b>	<b>\$39.88</b>	<b>647</b>	<b>\$25,806</b>	<b>\$42,643</b>	<b>\$48</b>	<b>\$405</b>	<b>\$0</b>	<b>\$7,302</b>	<b>\$76,204</b>	
<b>2.4 - Prepare Cost Estimates</b>										
2.4.A - Roadway/Interchange Costs	\$54.42	52	\$2,830	\$4,677	\$5	\$0	\$0	\$801	\$8,313	
2.4.B - Right of Way Costs	\$52.30	30	\$1,569	\$2,593	\$3	\$0	\$0	\$444	\$4,609	
2.4.C - Utility	\$48.25	16	\$772	\$1,276	\$1	\$0	\$0	\$218	\$2,268	
<b>TOTAL 2.4 - Prepare Cost Estimates</b>	<b>\$52.77</b>	<b>98</b>	<b>\$5,171</b>	<b>\$8,545</b>	<b>\$10</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,463</b>	<b>\$15,189</b>	
<b>2.5 - AER Submittal and Other Studies</b>										
2.5.A - Prepare Alternative Evaluation Report	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2.5.B - Not Used	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

C-R-S		Stubbs Mill Rd Bridge #35-0.49		PROPOSAL COST SUMMARY						
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0			State Average Overhead Rate			157.25%			
Modification No.	0			Consultant Overhead Rate:			165.25%			
PID No.	0			Cost of Money:			0.19%			
Proposal Date	10/18/2022			Net Fee Percentage:			11%			
Task Description	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost	
2.5.C - Prepare Access Point Request (IMS/JS or IOS)	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>2.5.D - Structures</b>										
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)	\$53.63	284	\$15,232	\$25,171	\$28	\$0	\$0	\$4,310	\$44,741	
2.5.D.B - Perform Bridge Hydrology Analysis	\$45.00	4	\$180	\$297	\$0	\$0	\$0	\$51	\$529	
2.5.D.C - Perform bridge hydraulic study and scour analysis	\$47.13	96	\$4,524	\$7,476	\$8	\$0	\$0	\$1,280	\$13,288	
2.5.E - Retaining wall justification	#DIV/0!	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<b>TOTAL 2.5 - AER Submittal and Other Studies</b>	<b>\$51.92</b>	<b>384</b>	<b>\$19,936</b>	<b>\$32,944</b>	<b>\$37</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,641</b>	<b>\$58,558</b>	
<b>2.6 - Public Involvement/Coordination</b>										
<b>2.7 - Stage 1 Design</b>										
<b>2.8 - Project Management for Preliminary Engineering Phase</b>										
2.8.A - Meetings	\$62.50	32	\$2,000	\$3,305	\$4	\$50	\$0	\$566	\$5,925	
2.8.B - General Oversight	\$77.95	100	\$7,795	\$12,881	\$14	\$0	\$0	\$2,206	\$22,896	
2.8.C - Project Set Up	\$75.50	10	\$755	\$1,248	\$1	\$0	\$0	\$214	\$2,218	
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>	<b>\$74.30</b>	<b>142</b>	<b>\$10,550</b>	<b>\$17,434</b>	<b>\$20</b>	<b>\$50</b>	<b>\$0</b>	<b>\$2,985</b>	<b>\$31,039</b>	
<b>2.9 - Limited Review</b>										
<b>Total - 2 Preliminary Engineering Phase</b>	<b>\$48.11</b>	<b>1894</b>	<b>\$91,125</b>	<b>\$150,581</b>	<b>\$169</b>	<b>\$505</b>	<b>\$0</b>	<b>\$25,786</b>	<b>\$268,165</b>	
<b>3 - Environmental Engineering Phase</b>										
<b>Total - 3 Environmental Engineering Phase</b>	<b>#DIV/0!</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>4 - Final Engineering and R/W Phase</b>										
<b>TOTAL - Final Engineering Phase</b>	<b>#DIV/0!</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>5 - Construction Phase</b>										
<b>TOTAL - Construction Phase</b>	<b>#DIV/0!</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>TOTAL AUTHORIZED PARTS</b>	<b>\$48.63</b>	<b>1998</b>	<b>\$97,170</b>	<b>\$160,571</b>	<b>\$180</b>	<b>\$530</b>	<b>\$0</b>	<b>\$27,497</b>	<b>\$285,948</b>	
<b>IF-AUTHORIZED TASKS:</b>										
2.6.A	Public Involvement	\$52.90	84	\$4,444	\$7,344	\$8	\$955	\$0	\$1,258	\$14,008
2.8.D	Funding Application Assistance	\$73.00	32	\$2,336	\$3,860	\$4	\$0	\$0	\$661	\$6,862
<b>TOTAL IF-AUTHORIZED PARTS</b>	<b>\$58.45</b>	<b>116</b>	<b>\$6,780</b>	<b>\$11,204</b>	<b>\$13</b>	<b>\$955</b>	<b>\$0</b>	<b>\$1,919</b>	<b>\$20,870</b>	
<b>GRAND TOTAL</b>	<b>\$49.17</b>	<b>2,114</b>	<b>\$103,950</b>	<b>\$171,775</b>	<b>\$192</b>	<b>\$1,485</b>	<b>\$0</b>	<b>\$29,415</b>	<b>\$306,818</b>	



C-R-S		Stubbs Mill Rd Bridge #35-0.49												PROPOSAL LABOR SUMMARY	
Consultant:	Stanlee Consulting Services Inc.														
Agreement No.															
Modification No.															
PID No.															
Proposal Date	10/19/2022														
Task Description	Project Exec	Project Manager	Sr Roadway Engineer	Sr. Structural Engineer	Traffic Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Surveyor	Env. Scientist/ Graphic Designer	Env. Mgr./ Planner	Field Survey	Hours	Cost
<b>AUTHORIZED TASKS:</b>															
<b>1 - Planning Phase</b>															
<b>1.1 - Project Start-up</b>															
<b>1.2 - Project Initiation Package</b>															
1.2.A - Define Study Area and Logical Termini		2		1							3	2		8	\$456
1.2.B - Conduct Field Review (walk through)		4				4						4		12	\$718
1.2.C - Identify Discipline Specific Issues for Project Initiation Package															
1.2.D - Project Initiation Package Preparation and Submittal														0	\$0
1.2.E - Aerial/Base Mapping Coordination with ODOT														0	\$0
1.2.F - Concept, Scope and Budget Estimates														0	\$0
<b>TOTAL 1.2 - Project Initiation Package</b>	0	6	0	1	0	4	0	0	0	0	3	6	0	20	\$1,174
<b>1.3 - Existing Data, Research and Analysis</b>															
1.3.A - Not Used															
1.3.B - Crash Analysis														0	\$0
1.3.C - Traffic Counts															
1.3.D - Planning Level Traffic - No Build Condition					20									20	\$1,300
1.3.E - Certified Traffic - No Build Condition														0	\$0
1.3.F - Capacity Analysis - No Build Condition														0	\$0
1.3.G - Safety Analysis - No Build Condition					20									20	\$1,300
1.3.H - Develop Purpose & Need											4	40		44	\$2,272
<b>TOTAL 1.3 - Existing Data, Research and Analysis</b>	0	0	0	0	40	0	0	0	0	0	4	40	0	84	\$4,872
<b>1.4 - Stakeholder Involvement and Public Engagement Plan</b>															
<b>1.5 - Project Management for Planning Phase</b>															
<b>1.6 - Limited Review</b>															
<b>TOTAL 1 - Planning Phase</b>	0	6	0	1	40	4	0	0	0	0	7	46	0	104	\$6,046
<b>2 - Preliminary Engineering Phase</b>															
<b>2.1 - Develop Preliminary Alternatives</b>															
2.1.A - Prepare and Complete Feasibility Study Report															
2.1.A.E - Field Survey and Aerial Mapping - Planning Level															
2.1.A.F - Typical Section		3	3			8	4		4					22	\$1,116
2.1.A.G - Preliminary Alignment and Profile		8	20	4		88			72					192	\$8,920
2.1.A.H - Cross-Sections		4	8			60		56						128	\$5,616
2.1.A.I - Mapping														0	\$0
2.1.A.J - Stakeholder Public Involvement														0	\$0
2.1.A.K - Prepare Preliminary Engineering Report		4		16		40					40	80		180	\$9,410
<b>TOTAL 2.1 - Develop Preliminary Alternatives</b>	0	19	31	20	0	198	4	56	76	0	40	80	0	522	\$26,262
<b>2.2 - Perform Environmental Field Studies</b>															
2.2.A - Property Owner Notification															
2.2.B - Cultural Resources Scoping Request Form											16	2		18	\$793
2.2.C - Preliminary Ecological Tech Memo											24	2		26	\$1,137
2.2.D - Regulated Materials Review Screening											66	2		68	\$2,476
2.2.E - Social and Economic Resources														0	\$0
2.2.F - 4(f) determinations														0	\$0
2.2.G - Noise Analysis														0	\$0
2.2.H - Noise Analysis - Public Involvement														0	\$0
2.2.I - Phase I Cultural Resource History/Architecture Survey														0	\$0
<b>TOTAL 2.2 - Perform Environmental Field Studies</b>	0	0	0	0	0	0	0	0	0	0	95	6	0	101	\$4,400
<b>2.3 - AER Design</b>															
2.3.A - Field Survey and Aerial Mapping															
2.3.A.A - Project Control, Benchmarks, and Reference Points		1							4				34	39	\$1,425
2.3.A.B - Monumentation recovery		2							20				80	102	\$3,681
2.3.A.C - Base Mapping (incl. field verify.)		2							8		8		168	190	\$6,601
2.3.A.D - Drainage Survey (stream cross sections)				1					4	2			44	51	\$1,784
2.3.A.E - Bridge Survey				1					4	2			36	43	\$1,516
2.3.A.F - Establish property lines, tax id, & ownerships on base map										16				16	\$840
2.3.A.G - Property Owner Notification		1		1						4	2			8	\$442
<b>2.3.B - Roadway</b>															
2.3.B.A - Design Criteria															
2.3.B.B - Conceptual Typical Sections														0	\$0
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline														0	\$0
2.3.B.D - Plan and Profile - Crossroads														0	\$0
2.3.B.E - Plan and Profile - Ramps														0	\$0
2.3.B.F - Conceptual cross sections														0	\$0
2.3.B.G - Interchange Geometrics														0	\$0
2.3.B.H - Analyze Drive locations			8		16	8	20	4						66	\$2,464
2.3.B.I - Identify Construction Limits		1	2		3		4							10	\$461
2.3.B.J - Preliminary Pavement Design														0	\$0
<b>2.3.C - Drainage</b>															
2.3.C.A - Drainage Design Criteria Forms (LD-35)															
2.3.C.B - LD-33 Form (Contact County Engineer)														0	\$0
2.3.C.C - Hydraulically size all major storm sewer trunk lines														0	\$0
2.3.C.D - Perform preliminary hydraulic analysis for culverts						8	4							12	\$502
2.3.C.E - Conceptual BMP		2	4		8	8	4							24	\$1,160
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation											8			8	\$344
<b>2.3.D - Traffic Control</b>															
2.3.D.A - Preliminary Pavement Marking Plan															
2.3.E - Signals & ITS						2		8						10	\$387
<b>2.3.F - Maintenance of Traffic</b>															
2.3.F.A - MOTEQ Request															
2.3.F.B - MOTAA														0	\$0
2.3.F.C - Conceptual MOT Plan (Without MOTAA)			32		8									40	\$2,156
<b>2.3.G - Utilities</b>															
2.3.G.A - Utility Coordination and Documentation															
2.3.G.B - Subsurface Utility Engineering		2				10			4	4				20	\$1,010
2.3.H - Miscellaneous														0	\$0

C-R-S		PROPOSAL LABOR SUMMARY													Total	
Stubbs Mill Rd Bridge #35-0.49																
Consultant:	Stanlee Consulting Services Inc.															
Agreement No.																
Modification No.																
PID No.																
Proposal Date	10/18/2022															
		Project Exec	Project Manager	Sr Roadway Engineer	Sr. Structural Engineer	Traffic Engineer	Engineer II	Engineer I	Sr. Technician	Technician	Surveyor	Env. Scientist/ Graphic Designer	Env. Mgr. / Planner	Field Survey	Hours	Cost
<b>Task Description</b>		\$100.00	\$75.50	\$54.50	\$70.50	\$85.00	\$51.50	\$45.00	\$35.50	\$33.50	\$52.50	\$43.00	\$52.50	\$33.50		
2.3.H.A - Identify and coordinate impacts on FEMA flood zones								10				8			18	\$794
2.3.H.B - Determine permissible location for waste and borrow															0	\$0
2.3.H.C - Determine potential locations for retaining walls															0	\$0
2.3.H.D - Determine Lighting needs - Investigate warrants															0	\$0
2.3.H.E - Identify potential total lake parcels															0	\$0
2.3.H.F - Railroad Coordination															0	\$0
2.3.H.G - Evaluate aesthetic options															0	\$0
2.3.H.H - Value Engineering															0	\$0
2.3.H.I - Determine need for Design Exception															0	\$0
<b>TOTAL 2.3 - AER Design</b>		0	11	45	3	0	45	34	40	24	56	26	0	362	647	\$25,906
<b>2.4 - Prepare Cost Estimates</b>																
2.4.A - Roadway/Interchange Costs			2	2	16		12	12	6						52	\$2,830
2.4.B - Right of Way Costs							6				24				30	\$1,569
2.4.C - Utility				4			8		4						18	\$772
<b>TOTAL 2.4 - Prepare Cost Estimates</b>		0	2	6	16	0	26	12	12	0	24	0	0	0	98	\$5,171
<b>2.5 - AER Submittal and Other Studies</b>																
2.5.A - Prepare Alternative Evaluation Report															0	\$0
2.5.B - Not Used															0	\$0
2.5.C - Prepare Access Point Request (IMS/SJS or IOS)															0	\$0
2.5.D - Structures																
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)					120			100	64						284	\$15,232
2.5.D.B - Perform Bridge Hydrology Analysis								4							4	\$180
2.5.D.C - Perform bridge hydraulic study and scour analysis					8			85							93	\$4,524
2.5.E - Retaining wall justification															0	\$0
<b>TOTAL 2.5 - AER Submittal and Other Studies</b>		0	0	0	128	0	0	192	64	0	0	0	0	0	384	\$19,936
<b>2.6 - Public Involvement/Coordination</b>																
<b>2.7 - Stage 1 Design</b>																
<b>2.8 - Project Management for Preliminary Engineering Phase</b>																
2.8.A - Meetings			6		8		5						8		32	\$2,000
2.8.B - General Oversight		10	90												100	\$7,795
2.8.C - Project Set Up			10												10	\$755
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>		10	106	0	8	0	5	0	0	0	0	0	8	0	142	\$10,550
<b>2.9 - Limited Review</b>																
<b>Total - 2 Preliminary Engineering Phase</b>		10	140	83	175	0	275	242	172	100	80	161	94	362	1894	\$91,125
<b>3 - Environmental Engineering Phase</b>																
<b>Total - 3 Environmental Engineering Phase</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
<b>4 - Final Engineering and R/W Phase</b>																
<b>TOTAL - Final Engineering Phase</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
<b>5 - Construction Phase</b>																
<b>TOTAL - Construction Phase</b>		0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
<b>TOTAL AUTHORIZED PARTS</b>		10	146	83	176	40	279	242	172	100	80	168	140	362	1998	\$97,170
<b>IF-AUTHORIZED TASKS:</b>																
2.6.A - Public Involvement			6	8	6						24	40			84	\$4,444
2.8.D - Funding Application Assistance			16		16										32	\$2,336
<b>TOTAL IF-AUTHORIZED PARTS</b>			22	8	22	0	0	0	0	0	24	40	0		116	\$6,780
<b>GRAND TOTAL</b>		10	168	91	198	40	279	242	172	100	80	192	180	362	2114	\$103,950

C-R-S		Stubbs Mill Rd Bridge #35-0.49		DIRECT COSTS						
Consultant:	Stantec Consulting Services Inc.									
Agreement No.	0									
Modification No.	0									
PID No.	0									
Proposal Date	10/18/2022									
				Mileage	Survey Supplies	Postage	Printing (8.5"x11")	Printing (11"x17")	Exhibit Boards	Total
Task Description		Unit Cost:	\$0.62	\$100.00	\$0.60	\$0.16	\$0.36	\$100.00		
			Mile	Lump	Lump	Each	Each	Each		\$

**AUTHORIZED TASKS:**

**1 - Planning Phase**

<b>1.1 - Project Start-up</b>										
<b>1.2 - Project Initiation Package</b>										
1.2.A - Define Study Area and Logical Termini										\$0.00
1.2.B - Conduct Field Review (walk through)	40									\$25.00
1.2.C - Identify Discipline Specific Issues for Project Initiation Package										
1.2.D - Project Initiation Package Preparation and Submittal										\$0.00
1.2.E - Aerial/Base Mapping Coordination with ODOT										\$0.00
1.2.F - Concept, Scope and Budget Estimates										\$0.00
<b>TOTAL 1.2 - Project Initiation Package</b>			40	0	0	0	0	0	0	\$25.00
<b>1.3 - Existing Data, Research and Analysis</b>										
1.3.A - Not Used										\$0.00
1.3.B - Crash Analysis										\$0.00
1.3.C - Traffic Counts										
1.3.D - Planning Level Traffic - No Build Condition										\$0.00
1.3.E - Certified Traffic - No Build Condition										\$0.00
1.3.F - Capacity Analysis - No Build Condition										\$0.00
1.3.G - Safety Analysis - No Build Condition										\$0.00
1.3.H - Develop Purpose & Need										\$0.00
<b>TOTAL 1.3 - Existing Data, Research and Analysis</b>			0	0	0	0	0	0	0	\$0.00
<b>1.4 - Stakeholder Involvement and Public Engagement Plan</b>										
<b>1.5 - Project Management for Planning Phase</b>										
<b>1.6 - Limited Review</b>										
<b>TOTAL 1 - Planning Phase</b>			40	0	0	0	0	0	0	\$25

**2 - Preliminary Engineering Phase**

<b>2.1 - Develop Preliminary Alternatives</b>										
<b>2.1.A - Prepare and Complete Feasibility Study Report</b>										
2.1.A.E - Field Survey and Aerial Mapping - Planning Level										\$0.00
2.1.A.F - Typical Section										\$0.00
2.1.A.G - Preliminary Alignment and Profile										\$0.00
2.1.A.H - Cross-Sections										\$0.00
2.1.A.I - Mapping										\$0.00
2.1.A.J - Stakeholder Public Involvement										\$0.00

C-R-S		Stubbs Mill Rd Bridge #35-0.49		DIRECT COSTS					
<b>Consultant:</b>	Stantec Consulting Services Inc.								
<b>Agreement No.</b>	0								
<b>Modification No.</b>	0								
<b>PID No.</b>	0								
<b>Proposal Date</b>	10/18/2022								
		Mileage	Survey Supplies	Postage	Printing (8.5"x11")	Printing (11"x17")	Exhibit Boards	Total	
<b>Task Description</b>	<b>Unit Cost:</b>	\$0.62	\$100.00	\$0.60	\$0.16	\$0.36	\$100.00		
2.1.A.K - Prepare Preliminary Engineering Report								\$0.00	
<b>TOTAL 2.1 - Develop Preliminary Alternatives</b>		0	0	0	0	0	0	\$0.00	
<b>2.2 - Perform Environmental Field Studies</b>									
2.2.A - Property Owner Notification								\$0.00	
2.2.B - Cultural Resources Scoping Request From								\$0.00	
2.2.C - Preliminary Ecological Tech Memo		40						\$25.00	
2.2.D - Regulated Materials Review Screening		40						\$25.00	
2.2.E - Social and Economic Resources								\$0.00	
2.2.F - 4(f) determinations								\$0.00	
2.2.G - Noise Analysis								\$0.00	
2.2.H - Noise Analysis - Public Involvement								\$0.00	
2.2.I - Phase I Cultural Resource History/Architecture Survey								\$0.00	
<b>TOTAL 2.2 - Perform Environmental Field Studies</b>		80	0	0	0	0	0	\$50.00	
<b>2.3 - AER Design</b>									
2.3.A - Field Survey and Aerial Mapping									
2.3.A.A - Project Control, Benchmarks, and Reference Points								\$0.00	
2.3.A.B - Monumentation recovery								\$0.00	
2.3.A.C - Base Mapping (incl. field verify.)		480	1					\$398.00	
2.3.A.D - Drainage Survey (stream cross sections)								\$0.00	
2.3.A.E - Bridge Survey								\$0.00	
2.3.A.F - Establish property lines, tax id, & ownerships on base map								\$0.00	
2.3.A.G - Property Owner Notification				8	16			\$7.00	
<b>2.3.B - Roadway</b>									
2.3.B.A - Design Criteria								\$0.00	
2.3.B.B - Conceptual Typical Sections								\$0.00	
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline								\$0.00	
2.3.B.D - Plan and Profile - Crossroads								\$0.00	
2.3.B.E - Plan and Profile - Ramps								\$0.00	
2.3.B.F - Conceptual cross sections								\$0.00	
2.3.B.G - Interchange Geometrics								\$0.00	
2.3.B.H - Analyze Drive locations								\$0.00	
2.3.B.I - Identify Construction Limits								\$0.00	
2.3.B.J - Preliminary Pavement Design								\$0.00	
<b>2.3.C - Drainage</b>									
2.3.C.A - Drainage Design Criteria Forms (LD-35)								\$0.00	
2.3.C.B - LD-33 Form (Contact County Engineer)								\$0.00	
2.3.C.C - Hydraulically size all major storm sewer trunk lines								\$0.00	
2.3.C.D - Perform preliminary hydraulic analysis for culverts								\$0.00	
2.3.C.E - Conceptual BMP								\$0.00	
2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation								\$0.00	
<b>2.3.D - Traffic Control</b>									
2.3.D.A - Preliminary Pavement Marking Plan								\$0.00	
<b>2.3.E - Signals &amp; ITS</b>									
<b>2.3.F - Maintenance of Traffic</b>									

C-R-S		Stubbs Mill Rd Bridge #35-0.49		DIRECT COSTS						
<b>Consultant:</b>	Stantec Consulting Services Inc.									
<b>Agreement No.</b>	0									
<b>Modification No.</b>	0									
<b>PID No.</b>	0									
<b>Proposal Date</b>	10/18/2022									
				Mileage	Survey Supplies	Postage	Printing (8.5"x11")	Printing (11"x17")	Exhibit Boards	Total
<b>Task Description</b>		Unit Cost:	\$0.62	\$100.00	\$0.60	\$0.16	\$0.36	\$100.00		
2.3.F.A - MOTEC Request										
2.3.F.B - MOTAA										
2.3.F.C - Conceptual MOT Plan (Without MOTAA)										
2.3.G - Utilities										
2.3.G.A - Utility Coordination and Documentation										
2.3.G.B - Subsurface Utility Engineering										
2.3.H - Miscellaneous										
2.3.H.A - Identify and coordinate impacts on FEMA flood zones										
2.3.H.B - Determine permissible location for waste and borrow										
2.3.H.C - Determine potential locations for retaining walls										
2.3.H.D - Determine Lighting needs - investigate warrants										
2.3.H.E - Identify potential total take parcels										
2.3.H.F - Railroad Coordination										
2.3.H.G - Evaluate aesthetic options										
2.3.H.H - Value Engineering										
2.3.H.I - Determine need for Design Exception										
<b>TOTAL 2.3 - AER Design</b>				480	1	8	16	0	0	\$405.00
<b>2.4 - Prepare Cost Estimates</b>										
2.4.A - Roadway/Interchange Costs										
2.4.B - Right of Way Costs										
2.4.C - Utility										
<b>TOTAL 2.4 - Prepare Cost Estimates</b>				0	0	0	0	0	0	\$0.00
<b>2.5 - AER Submittal and Other Studies</b>										
2.5.A - Prepare Alternative Evaluation Report										
2.5.B - Not Used										
2.5.C - Prepare Access Point Request (IMS/IJS or IOS)										
2.5.D - Structures										
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)										
2.5.D.B - Perform Bridge Hydrology Analysis										
2.5.D.C - Perform bridge hydraulic study and scour analysis										
2.5.E - Retaining wall justification										
<b>TOTAL 2.5 - AER Submittal and Other Studies</b>				0	0	0	0	0	0	\$0.00
<b>2.6 - Public Involvement/Coordination</b>										
<b>2.7 - Stage 1 Design</b>										
<b>2.8 - Project Management for Preliminary Engineering Phase</b>										
2.8.A - Meetings										
2.8.B - General Oversight										
2.8.C - Project Set Up										
<b>TOTAL 2.8 - Project Management for Preliminary Engineering Phase</b>				80	0	0	0	0	0	\$50.00
<b>2.9 - Limited Review</b>										

C-R-S		Stubbs Mill Rd Bridge #35-0.49		DIRECT COSTS					
<b>Consultant:</b>	Stantec Consulting Services Inc.								
<b>Agreement No.</b>	0								
<b>Modification No.</b>	0								
<b>PID No.</b>	0								
<b>Proposal Date</b>	10/18/2022								
			Mileage	Survey Supplies	Postage	Printing (8.5"x11")	Printing (11"x17")	Exhibit Boards	Total
<b>Task Description</b>		Unit Cost:	\$0.62	\$100.00	\$0.60	\$0.16	\$0.36	\$100.00	
<b>Total - 2 Preliminary Engineering Phase</b>			640	1	8	16	0	0	\$505
<b>3 - Environmental Engineering Phase</b>									
<b>Total - 3 Environmental Engineering Phase</b>			0	0	0	0	0	0	\$0
<b>4 - Final Engineering and R/W Phase</b>									
<b>TOTAL - Final Engineering Phase</b>			0	0	0	0	0	0	\$0
<b>5 - Construction Phase</b>									
<b>TOTAL - Construction Phase</b>			0	0	0	0	0	0	\$0
<b>TOTAL AUTHORIZED PARTS</b>			680	1	8	16	0	0	\$530
<b>IF-AUTHORIZED TASKS:</b>									
2.6.A	Public Involvement		40			475	150	8	\$955
2.8.D	Funding Application Assistance								\$0
<b>TOTAL IF-AUTHORIZED PARTS</b>			40	0	0	475	150	8	\$955
<b>GRAND TOTAL</b>			720	1	8	491	150	8	\$1,485





<b>2.2 - Perform Environmental Field Studies</b>	<b>Yes</b>			
2.2.A - Property Owner Notification	No			Covered in Task 2.3.A.G
2.2.B - Cultural Resources Scoping Request Form	Yes	X		Stantec will prepare a Cultural Resources Scoping Form for the Stubbs Mill Bridge project area. This form will be uploaded to EnviroNet for ODOT review and determination of further cultural resources investigations which will be required for NEPA compliance.
2.2.C - Preliminary Ecological Survey Report	Yes	X		Stantec will prepare a Preliminary Ecological Survey Report which identifies the ecological features within the project area including scenic rivers, streams, and wetlands; T&E species (ODNR and USFWS databases); cultural resources (OHPO online mapping); hazardous materials (ODOT's OPERS mapping); Section 4(f)/6(f) public recreational areas; public water supplies, water wells, and source water aquifers (OEPA database); and general land use features. Stantec environmental scientists will conduct a field view to identify stream, wetland, and other jurisdictional features; potential habitat for state and federal listed species; and other sensitive ecological features.
2.2.D - Regulated Materials Review Screening	Yes	X		Stantec will prepare a Regulated Materials Review (RMR) Screening of the project area. It is assumed that there are approximately four properties in the project area.
2.2.E - Social and Economic Resources	No			
2.2.F - 4(f) determinations	No			
2.2.G - Noise Analysis	No			
2.2.H - Noise Analysis - Public Involvement	No			
2.2.I - Phase I Cultural Resource History/Architecture Survey	No			
<b>2.3 - AER Design</b>	<b>Yes</b>			
<b>2.3.A - Field Survey and Aerial Mapping</b>	<b>Yes</b>			
2.3.A.A - Project Control, Benchmarks, and Reference Points	Yes	X		Establish two pairs of GPS points utilizing the Ohio Real Time Network and establish benchmarks using differential leveling by holding one of the GPS elevations as the controlling benchmark
2.3.A.B - Monumentation recovery	Yes	X		Research- Warren County RW plans and road records. Make a thorough search of monuments, analyze evidence of right-of-way lines. Obtain aerial images and develop RW base map. Research- deeds, plats, existing surveys, and easements. Make a thorough search of monuments, analyze evidence of property lines within the project limits. Assume (8) properties
2.3.A.C - Base Mapping (incl. field verify.)	Yes	X		Survey planimetric and terrain topographic features within the project limits identified on the attached exhibit, including 2000 LF along Stubbs Mill Road and 800 LF along the LMST bike trail. Prepare existing DTM and Survey base map. Hours are included for tree locations of trees 12" or larger. Ordinary High Water Marks will be identified along each bank of the Little Miami River.
2.3.A.D - Drainage Survey (stream cross sections)	Yes	X		(10) Stream sections made for hydraulic analysis, to be included in the DTM files.
2.3.A.E - Bridge Survey	Yes	X		Locate basic planimetric features and separate DTM to define roadway surface. Locate detailed bridge features including beam seats, beam size, beam profile, piers, and bridge rail.
2.3.A.F - Establish property lines, tax id, & ownerships on base map	Yes	X		Boundary line resolution based on requirements of the O.A.C. 4733-37. Develop spreadsheet of record research.
2.3.A.G - Property Owner Notification	Yes	X		Research tax records, spreadsheet of owner mailing information, prepare & mail letter. Assume 8 owners.
<b>2.3.B - Roadway</b>	<b>Yes</b>			
2.3.B.A - Design Criteria	No			
2.3.B.B - Conceptual Typical Sections	No			
2.3.B.C - Horizontal Alignment and Vertical Profile - Mainline	No			
2.3.B.D - Plan and Profile - Crossroads	No			
2.3.B.E - Plan and Profile - Ramps	No			
2.3.B.F - Conceptual cross sections	No			
2.3.B.G - Interchange Geometrics	No			
2.3.B.H - Analyze Drive locations	Yes	X		Assume: - 0 drives for Alt. 1 - 2 drives for Alt. 2 - 6 drives for Alt. 3 - 8 drives for Alt. 4 - 6 drives for Alt. 5 - 6 drives for Alt. 6  Assume that the two drives just south of the bridge will require additional effort for each Alternative.
2.3.B.I - Identify Construction Limits	Yes	X		Identify "worst case" construction limits for each alternative.
2.3.B.J - Preliminary Pavement Design	No			Assume 1.5" Surface (441), 1.5" Intermediate (441), 9" Base (301, 6" Agg Base (304) from WCEO Scope Narrative.
<b>2.3.C - Drainage</b>	<b>Yes</b>			
2.3.C.A - Drainage Design Criteria Forms (LD-35)	No			
2.3.C.B - LD-33 Form (Contact County Engineer)	No			
2.3.C.C - Hydraulically size all major storm sewer trunk lines	No			Assume no closed drainage.
2.3.C.D - Perform preliminary hydraulic analysis for culverts	Yes	X		Assume preliminary analysis for one existing culvert on Stubbs Mill Road north of LMR. Assume one proposed culvert in fill north of the LMR.
2.3.C.E - Conceptual BMP	Yes	X		Assume that storm water will not be permitted to discharge directly into the Little Miami River. Hours to determine stormwater treatment method for all alternatives. Assume that vegetative based BMP's will be used where possible.



2.3.C.F - Estimate impact to wetlands, streams, & other regulated waters of the US and potential wetland mitigation	Yes				Stantec environmental scientists will estimate impacts to wetlands, streams, and other jurisdictional resources resulting from the proposed project. This task includes the determination of potential wetland mitigation, if required, to be used in the waterway permitting for this project.
2.3.D - Traffic Control	Yes				
2.3.D.A - Preliminary Pavement Marking Plan	Yes	X			Assume pavement markings will be displayed for project exhibits.
2.3.E - Signals & ITS	No				
2.3.F - Maintenance of Traffic	Yes				
2.3.F.A - MOTEC Request	No				
2.3.F.B - MOTAA	No				
2.3.F.C - Conceptual MOT Plan (Without MOTAA)	Yes	X			Assume that general MOT impacts will be evaluated for Alternatives 2-4. Assume that a conceptual MOT plan will be developed for 3 alternatives (west of, on the, and east of the existing alignment). Assume that at least 1 of these alternatives will require the closing of Stubbs Mills Road. Assume that MOT will be discussed in the feasibility study. Assume that no drawings or exhibits will be developed. MOT discussion will include provisions for nearby drives.
2.3.G - Utilities	Yes				
2.3.G.A - Utility Coordination and Documentation	Yes	X			OHIO811 design ticket will be submitted. All utility information submitted will be compiled into a utilities basemap. Known utility impacts will be identified for each alternative in the feasibility study. Known utilities include: Electric, Communication, Gas, Water.
2.3.G.B - Subsurface Utility Engineering	No				
2.3.H - Miscellaneous	Yes				
2.3.H.A - Identify and coordinate impacts on FEMA flood zones	Yes	X			Bridge is in a FEMA Zone AE with no rise condition.
2.3.H.B - Determine permissible location for waste and borrow	No				
2.3.H.C - Determine potential locations for retaining walls	No				
2.3.H.D - Determine Lighting needs - investigate warrants	No				
2.3.H.E - Identify potential total take parcels	No				
2.3.H.F - Railroad Coordination	No				
2.3.H.G - Evaluate aesthetic options	No				
2.3.H.H - Value Engineering	No				
2.3.H.I - Determine need for Design Exception	No				
2.4 - Prepare Cost Estimates	Yes				
2.4.A - Roadway/Interchange Costs	Yes	X			Assume costs will be developed for five alternatives. These will be shown in the Feasibility Study evaluation matrix
2.4.B - Right of Way Costs	Yes	X			Assume costs will be developed for 8 parcels, for five alternatives. Costs will be based on Warren County Auditor appraised values.
2.4.C - Utility	Yes	X			Assume costs will be developed for five alternatives. These will be shown in the Feasibility Study evaluation matrix
2.5 - AER Submittal and Other Studies	Yes				
2.5.D - Structures	Yes				
2.5.D.A - Bridge Structure Type Study (break out each bridge separately)	Yes	X			A structure type Study will prepared for two conditions: <ul style="list-style-type: none"> <li>• A single span bridge clear spanning the river</li> <li>• A multiple span bridge with a maximum of two piers in the river</li> </ul> A site plan will be prepared for each of the alternatives Existing geotechnical information will be utilized. No borings are included. If deemed necessary, a modification to the contract will be required.
2.5.D.B - Perform Bridge Hydrology Analysis	Yes	X			
2.5.D.C - Perform bridge hydraulic study and scour analysis	Yes	X			Set up model for existing bridge and then check the three alternatives with new substructures..
2.5.E - Retaining wall justification	No				
2.6 - Public Involvement/Coordination	Yes				
2.6.A - Public Involvement / Coordination	Yes	X		X	One In-Person Public Meeting is assumed. Stantec staff will prepare the meeting notification, graphics, and handouts for the meeting. Graphics to be prepared include: a Purpose and Need Board, graphics of the conceptual alternatives (4 boards); a maintenance of traffic/detour graphic; Project Overview Board (Purpose and Need, Project Schedule, Project Overview); Next Steps Board. Handouts will include: a sign-in sheet; comment sheet; handout of project alternatives; and an Alternative Evaluation Matrix. It is anticipated that four Stantec staff will attend the public meeting. An open house style public meeting will be held. At the end of the 30-day comment period, Stantec will prepare a Public Meeting Summary report which include each of the public comments received and provide a response for each comment. This report will be posted on WCEO's website upon completion.
2.7 - Stage 1 Design	No				
2.8 - Project Management for Preliminary Engineering Phase	Yes				
2.8.A - Meetings	Yes	X			Assume two meetings at WCEO office for four people.
2.8.B - General Oversight	Yes	X			Assume 10 months duration (low PM effort per ODOT Fee Guidance)
2.8.C - Project Set Up	Yes	X			
2.8.D - Funding Application Assistance	Yes	X		X	Assume 2 senior people assist.
2.9 - Limited Review	No				
<b>3 - Environmental Engineering Phase</b>					
<b>4 - Final Engineering and R/W Phase</b>					
<b>5 - Construction Phase</b>					

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO  
COUNTY OF WARREN

I, STEVEN N. SHADIX, holding the title and position of PRINCIPAL at the firm STANTEC CONSULTING SERVICES INC., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]  
AFFIANT

Subscribed and sworn to before me this 9th day of November 2022

[Signature]  
(Notary Public),

Hamletton County.

My commission expires 2/20/ 2027



Pamela Wyenandt  
Notary Public, State of Ohio  
My Commission Expires:  
02-20-2027

# Resolution

Number 22-1769

Adopted Date November 22, 2022

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, CLERK OF COURTS, EMERGENCY SERVICES, FACILITIES MANAGEMENT, PROSECUTOR'S OFFICE, SHERIFF'S OFFICE, TELECOMMUNICATIONS, AND HEALTH DEPARTMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items From Board of Developmental Disabilities, Clerk of Courts, Emergency Services, Facilities Management, Prosecutor's Office, Sheriff's Office, Telecommunications, and Health Department, in accordance with the Ohio Revised Code; list of said items 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:

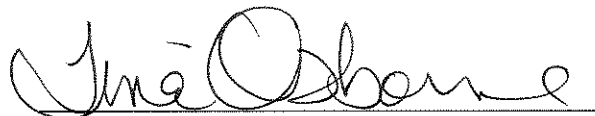
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2022 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

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## 3- iPhone 7 Plus

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD22058

Lot includes 3 iPhone 7 Plus. WILL NOT SHIP  
 \*\*Pick Up at 42 Kings Way Lebanon, Oh 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Priscilla Hahn](#) (Phone: 513-228-6421)

**Asset Location** 107 Oregonia Rd  
 Lebanon, Ohio 45036-3903  
[Map to this location](#)

### Q Inspection

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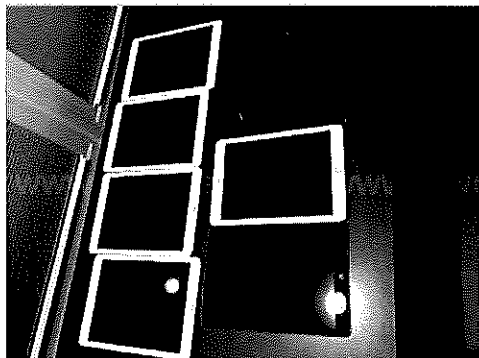
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## 7- iPad Air 2

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

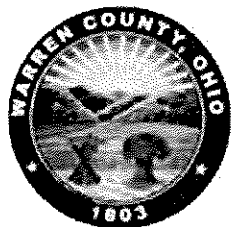
Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD22059

Lot Includes 7 iPad Air 2. WILL NOT SHIP  
 \*\*Pick Up at 42 Kings Way Lebanon, Oh 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact	<a href="#">Priscilla Hahn</a> (Phone: 513-228-6421)
Asset Location	107 Oregonia Rd Lebanon, Ohio 45036-3903 <a href="#">Map to this location</a>

### Q Inspection

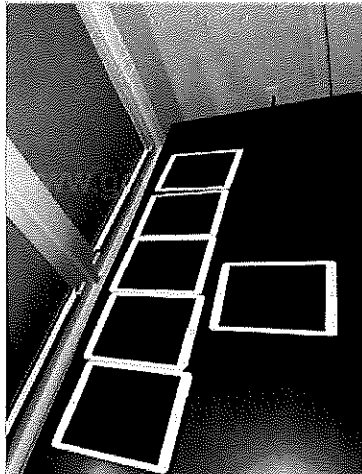
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## 7- iPad Air 2

Auction Ends **11/9/22 9:09 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD22060

Lot includes 7 iPad Air 2. WILL NOT SHIP  
 \*\*Pick Up at 42 Kings Way Lebanon, Oh 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [view seller's other assets](#)

**Asset Contact** [Priscilla Hahn](#) (Phone: 513-228-6421)

**Asset Location** 107 Oregonia Rd  
 Lebanon, Ohio 45036-3903  
[Map to this location](#)

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## 12 WORKING 2011 DELL ADJUSTABLE MONITORS 24 INCH, 1 BAD MONITOR

Auction Ends **11/11/22 1:21 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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**0 visitors**

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Monitors	CLK22001

12 WORKING DELL MONITORS. SOME HAVE A SLIGHT SMOKY APPEARANCE ALONG THE EDGES. ADJUST UP AND DOWN AND SWIVEL. 24 INCH. SPEAKER ON EACH ATTACHED AT BOTTOM WITH VOLUME CONTROL KNOB. A THIRTEENTH MONITOR IS LABELED AS "BAD"

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## USED MICE - 13

Auction Ends **11/11/22 3:05 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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**0 visitors**

Condition	Category	Inventory ID
Used/See Description	Computer accessories	CLK22002

13 USED FROM 2011 MOUSE WITH CORD

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



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## 18 KEYBOARDS

Auction Ends **11/11/22 3:14 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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**0 visitors**

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer accessories	CLK22003

KEYBOARDS FROM 2011, (8) DELL, (1) HP, (9) LENOVA

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## 17 KEYBOARDS AND MICE - NEW

Auction Ends **11/11/22 3:25 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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Condition	Category	Inventory ID
Used/See Description	Computer accessories	CLK22004

17 NEW KEYBOARDS WITH MICE - NEW IN BOX

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## 11 DELL COMPUTER TOWERS - HARD DRIVES REMOVED

Auction Ends **11/11/22 3:29 PM ET**

Starting Bid **\$1.00**

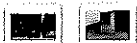
Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	CLK22005

(11)2011 OPTIPLEX 780 TOWERS - HARD DRIVES REMOVED, (1) IS INTEL CORE VPRO WINDOW 7, (9) ARE INTEL CORE DUO, AND (1) IS CORE I3

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## MISCELLANEOUS COMPUTER CORDS

Auction Ends **11/11/22 4:13 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	CLK22006

25-30 PC POWER CORDS, SOME BRAND NEW

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## 48 5x7 brown photo frames

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	New/Unused	Photographic Equipment	EMS2200117

48 5x7 brown photo frames, horizontal or vertical, easel and wall mount

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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Monitors, Calculator, Label  
Maker, Lamp, Hole  
Punches, File Organizer,  
etc.

Auction Ends **ET**  
Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	EMS2200118

2 Samsung 22in Monitors, 12 digit Calculator w/tape, 2 - 2 hole punches, Computer tower stand, file organizer, desk lamp, Rolodex, Address Card box, 2 pack flame shaped 25W bulbs, mini vac accessories, 12 cans Sterno canned heat

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

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## Pelican 1690 Case w/wheels

Auction Ends **ET**

Starting Bid **\$0.00**

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Condition	Category	Inventory ID
New/Unused	Containers - Storage/Shipping	EMS2200119

Pelican 1690 Case w/wheels, dimensions = W 26", L 30.5", D 14.5"

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## Computer Printer, Scanner, Laptop, AC Charger

Auction Ends **ET**

Starting Bid **\$0.00**

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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer Printers, Scanners, and Copiers	EMS2200120

HP Laser Jet Pro 400 Color M451dn Printer, Epson Scanner GT-350, HP Pro Windows Intel Core I3 Laptop, Panasonic Charger Cable AC Adapter

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Melissa Abrams](#) (Phone: 513-695-1315)

**Asset Location** 520 Justice Dr  
Lebanon, Ohio 45036-2486  
[Map to this location](#)



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## 5 Acer & 1 Lenovo Laptops

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Laptops	EMS2200121

5 Acer & 1 Lenovo ThinkPad Laptops with chargers

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Melissa Abrams](#) (Phone: 513-695-1315)

**Asset Location** 520 Justice Dr  
Lebanon, Ohio 45036-2486  
[Map to this location](#)

### Q Inspection

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## Sentry Safe - small

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Condition	Category	Inventory ID
Used/See Description	Commodities / General Merchandise	EMS2200122

Small Sentry Safe; dimensions W 16", H 18", D 16"

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Melissa Abrams](#) (Phone: 513-695-1315)

**Asset Location** 520 Justice Dr  
Lebanon, Ohio 45036-2486  
[Map to this location](#)

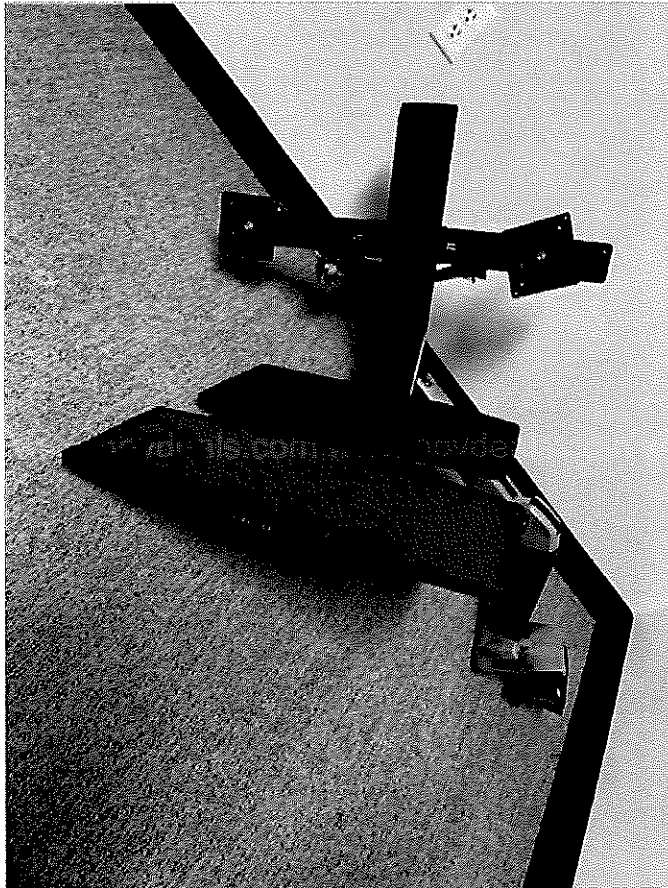
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## WorkFit Sit/Stand Desk Mount

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

**Condition**

**Category**

**Inventory ID**

Used/See Description

Office Equipment/Supplies

EMS2200123

Ergotron WorkFit Sit/Stand Desk Mount. Only mounts to the side of a desk, can not free stand sit on top of desk.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## METAL DESK

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220300

Up for auction is 1 metal desk. Only the desk in the front is included in this listing.  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## FLUE PIPE & 1 VENT CAP

Auction Ends **11/24/22 12:52 PM ET**

Starting Bid **\$10.00**

Bid Increment **\$2.00**

Minimum Bid **\$10.00**

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[Sign In to Place Bid](#)

**0** visitors

**Condition**

**Category**

**Inventory ID**

Used/See Description

Builders Supplies

FAC220301

16 PIECES - 12" DIAMETER, 3' TALL DOUBLE INSULATED

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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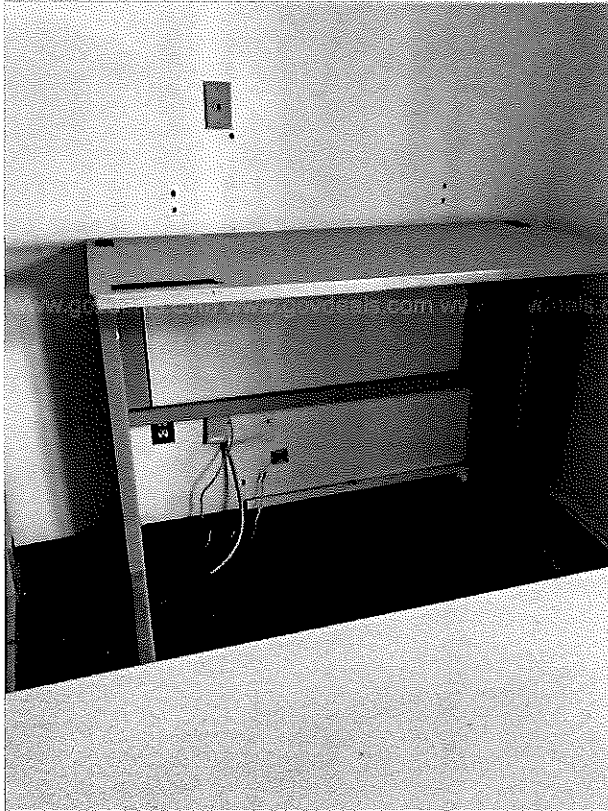
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## 2 STAND UP DESKS

Auction Ends **11/30/22 4:00 PM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

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0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220302

Up for auction are 2 stand up desks. (only 1 pictured)  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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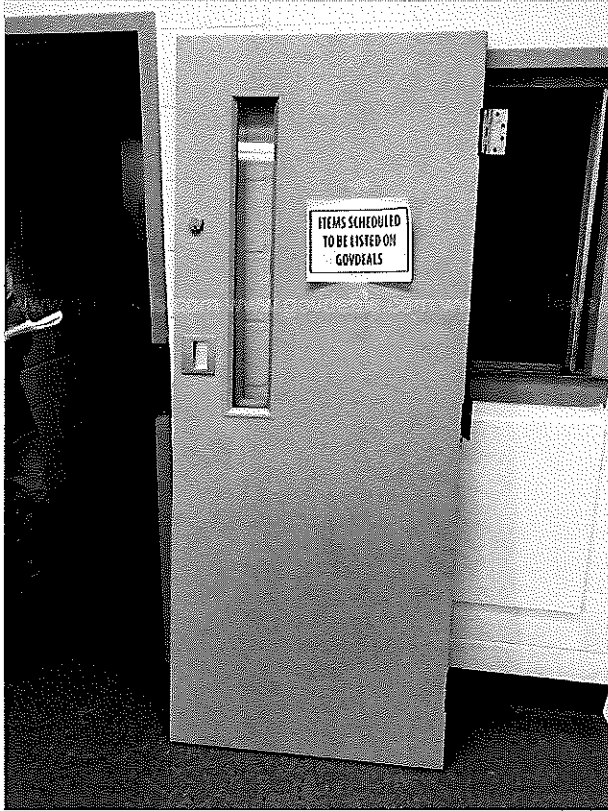
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## 4 METAL DOORS (2 WITH WINDOWS) 32 X 79

Auction Ends	11/30/22 8:01 AM ET
Starting Bid	\$5.00
Bid Increment	\$2.00
Minimum Bid	\$5.00

[Terms and Conditions](#)

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Condition	Category	Inventory ID
Used/See Description	Builders Supplies	FAC220303

Up for auction are 4 metal doors measuring 32" x 79". 2 doors have small windows. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

GovDeals' online marketplace provides services to government, educational, and related entities for the sale of surplus assets to the public. Auction rules may vary across sellers.

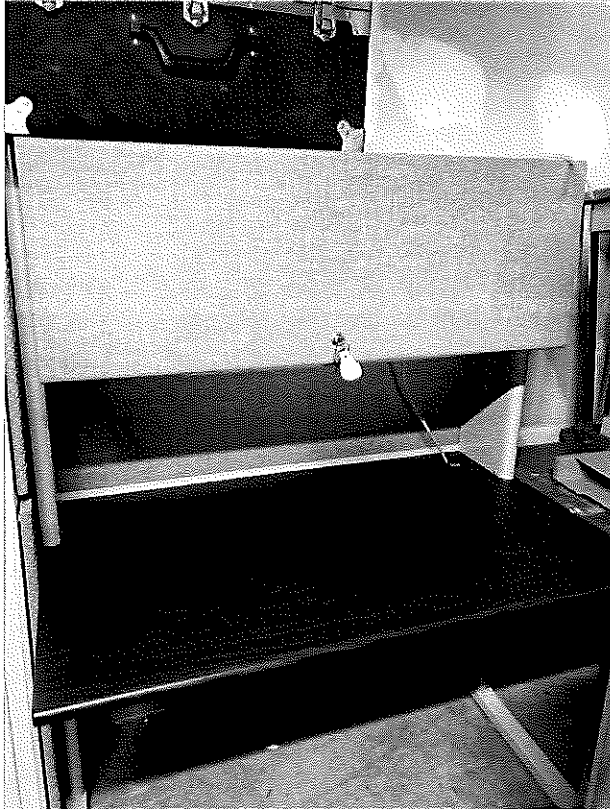
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## WORKSTATION 48" long x 29.5" deep

Auction Ends	11/30/22 8:15 AM ET
Starting Bid	\$5.00
Bid Increment	\$2.00
Minimum Bid	\$5.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220304

Up for auction is a workstation. 48" long x 29.5" deep  
As is.

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

<b>Seller Name</b>	Warren County, OH <a href="#">[view seller's other assets]</a>
<b>Asset Contact</b>	<a href="#">Tammy May</a> (Phone: 513-695-1278)
<b>Asset Location</b>	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>



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## EXTERIOR POLE LIGHT FIXTURES

Auction Ends **11/30/22 8:37 AM ET**

Starting Bid **\$10.00**

Bid Increment **\$2.00**

Minimum Bid **\$10.00**

[Terms and Conditions](#)

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0 visitors

**Condition**

Used/See Description

**Category**

Public Utility Equipment

**Inventory ID**

FAC220305

Approximately 30 exterior pole light fixtures.  
Working when recently removed.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## EXTERIOR POLE LIGHT FIXTURES

Auction Ends	11/30/22 9:32 AM ET
Starting Bid	\$10.00
Bid Increment	\$2.00
Minimum Bid	\$10.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

**Condition**

**Category**

**Inventory ID**

Used/See Description

Public Utility Equipment

FAC220306

Approximately 30 exterior pole light fixtures.  
Working when recently removed.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## CARD FILE ORGANIZERS

Auction Ends	11/30/22 9:34 AM ET
Starting Bid	\$5.00
Bid Increment	\$2.00
Minimum Bid	\$5.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC220307

Up for auction are 3 card file organizers as pictured.  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



Seller Name	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact	<a href="#">Tammy May</a> (Phone: 513-695-1278)
Asset Location	430 Justice Dr Lebanon, Ohio 45036-2384 <a href="#">Map to this location</a>

### Q Inspection

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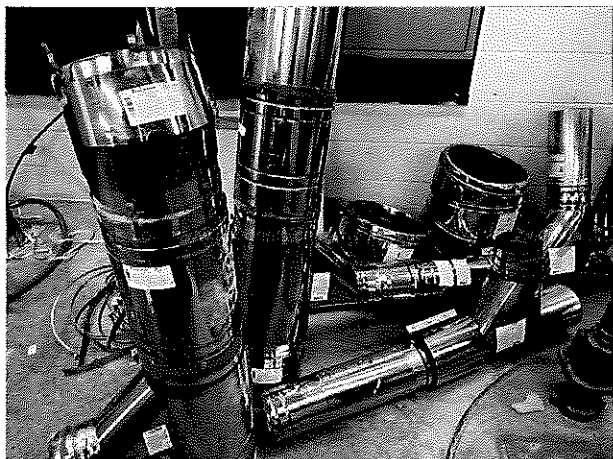
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## LOT OF HVAC PARTS

Auction Ends **11/30/22 9:39 AM ET**

Starting Bid **\$5.00**

Bid Increment **\$2.00**

Minimum Bid **\$5.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition

Category

Inventory ID

Used/See Description

Builders Supplies

FAC220308

Miscellaneous used HVAC parts including straps, collars, dampers, and vent fittings. All pieces are in used condition.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



Seller Name

Warren County, OH [\[view seller's other assets\]](#)

Asset Contact

[Tammy May](#) (Phone: 513-695-1278)

Asset Location

430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

### Q Inspection

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## Lot of Miscellaneous Office Supplies

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	PRO22005

Lot of miscellaneous office supplies (staplers, tape dispensers, hole punches, organizers, etc.) (table not included)

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Michelle Buck](#) (Phone: 513-695-1780)

**Asset Location** 500 Justice Dr  
Lebanon, Ohio 45036-2379  
[Map to this location](#)

## Q Inspection

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## Lot of (8) Dell Computer Towers, (2) Dell Monitors, (8) Dell Keyboards, and (4) Mice

Auction Ends	11/9/22 8:27 AM ET
Starting Bid	\$5.00
Bid Increment	\$2.00
Minimum Bid	\$5.00

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	PRO22001

Five (5) Dell OptiPlex 7020 computer towers (hard drives removed); one (1) Dell OptiPlex 9020 computer tower (hard drive removed); two (2) Dell OptiPlex 7040 computer towers (hard drives removed); two (2) Dell 19" monitors (bad backlights); eight (8) Dell keyboards, and four (4) mice.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## Lot of Nine (9) Dell Latitude Laptop Computers

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers: Laptops	PRO22002

Four (4) Dell Latitude E5520 laptop computers (hard drives removed); two (2) Dell Latitude E6530 laptop computers (hard drives removed); three (3) Dell Latitude E6540 laptop computers (hard drives removed); and six (6) laptop power cords.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** Warren County, OH [\[view seller's other assets\]](#)

**Asset Contact** [Michelle Buck](#) (Phone: 513-695-1780)

**Asset Location** 500 Justice Dr  
Lebanon, Ohio 45036-2379  
[Map to this location](#)

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## Lot of Three (3) Surface Pro Keyboards

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computer accessories	PRO22003

Lot of two (2) Surface Pro keyboards and one (1) Bluetooth Surface Pro keyboard; unknown working condition, as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



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## Lot of Miscellaneous Computer Cables

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	PRO22004

Lot of miscellaneous computer cables

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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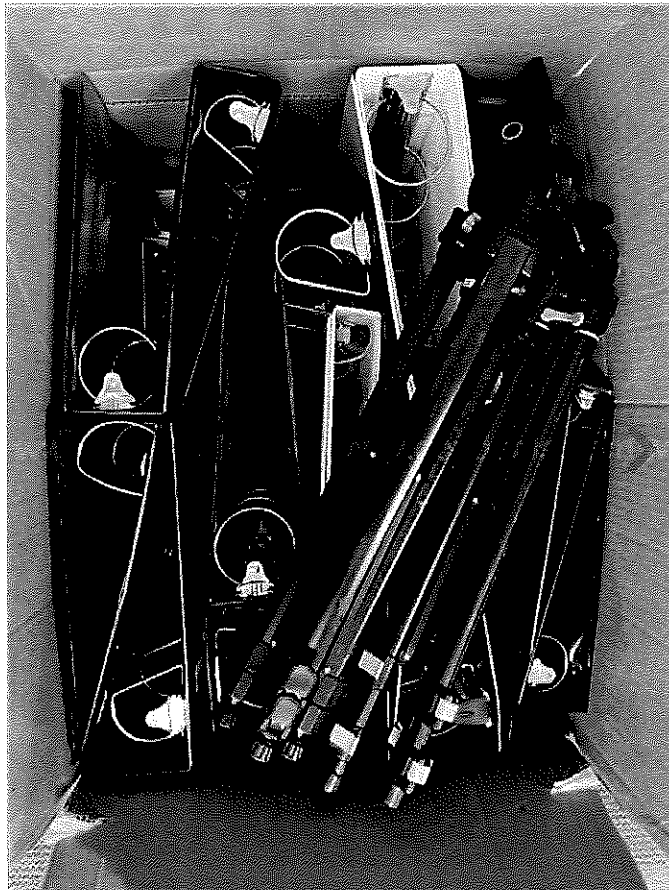
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## Office Supplies, Cameras, Safe

Auction Ends **ET**

Starting Bid **\$0.00**

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**0** visitors



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Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Office Equipment/Supplies	SHF22001

Binders, Toners, Cameras, Tripods, Desk File Organizers, Wall File Organizers, Safe, Pens, Labels, Paper, File Folders, Flip Board and Paper, Trifold Display Board

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## 12 ft Lowboy Car Hauler Tandem Axle

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors



Condition	Category	Inventory ID
Used/See Description	Trailers	SHF22002

12 ft Lowboy Car Hauler Tandem Axle. Has sat outside in the elements for 3 years.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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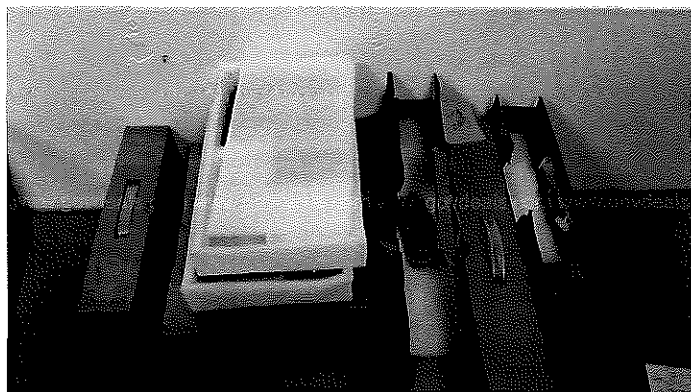
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## (10) MCM custom audio HDMI Cat5e extender; 2 Port VGA Splitter

Auction Ends **ET**

Starting Bid **\$0.00**

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**0 visitors**

### Make/Brand

MCM and unknown

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Audio/Visual Equipment	TEL22036

unknown working condition of these items

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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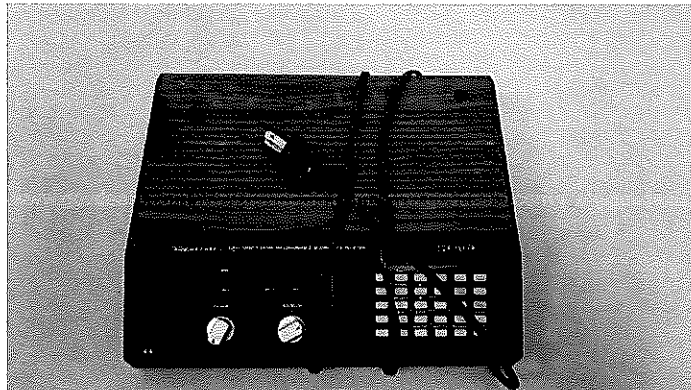
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## PRO-2003 Realistic Scanner

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
Realistic	Pro-2003	20-117
Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	TEL22037

unknown working condition; as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

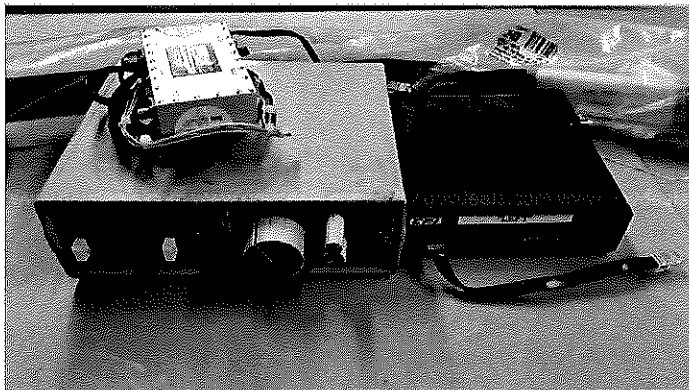
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## RFS Flex Twist Wave guide;Laf-Tec Audio test set;CPI TPS200; TRW 8ghz converter

Auction Ends ET

Starting Bid \$0.00

[Terms and Conditions](#)

0 visitors

Make/Brand		Model	
RFS;Laf-tec;CPI;TRW		Flex Twist;TS-1;TPS200;S1	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Audio/Visual Equipment	TEL22038

unknown working conditions for these items; as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

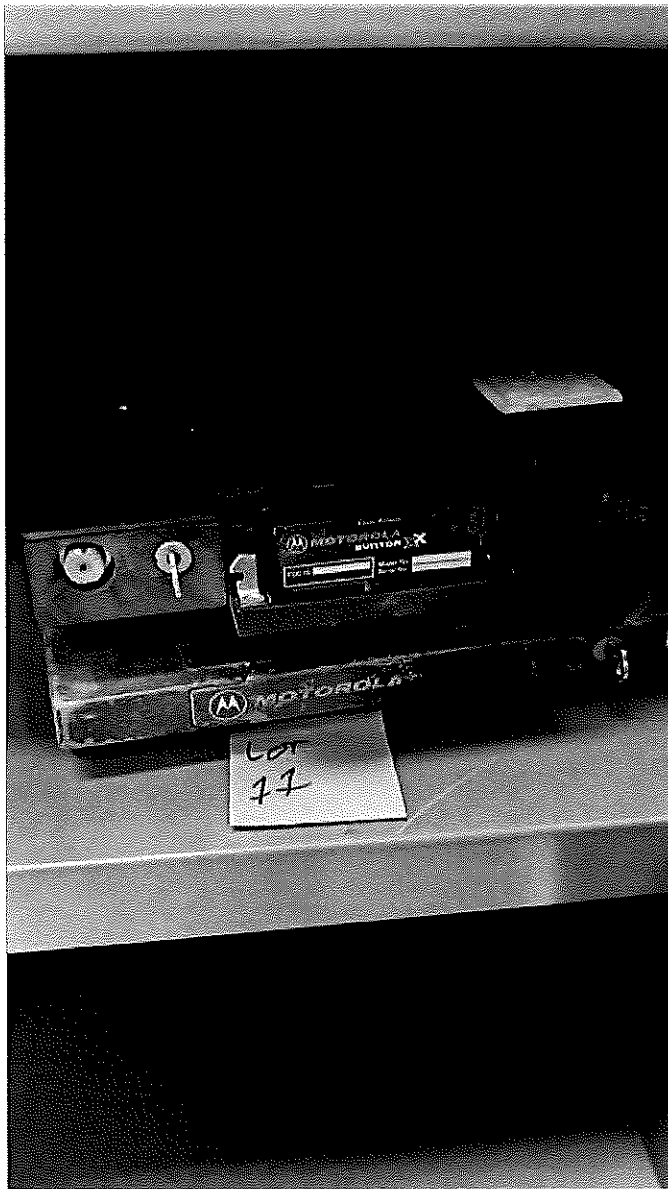
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## Motorola Syntor and Micor 2-way Radio

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

**Make/Brand**

**Model**

Motorola

SYNTOR; MICOR

**Quantity**

**Condition**

**Category**

**Inventory ID**

Lot 1

Used/See Description

Audio/Visual Equipment

TEL22039

unknown working condition of these items; as is

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## Motorola TENSr 800 ; Larus Route Switch Distant Terminal

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

**Make/Brand**

**Model**

Motorola; Larus

TENSr; RouteSwitch

**Quantity**

**Condition**

**Category**

**Inventory ID**

Lot 1

Used/See Description

Audio/Visual Equipment

TEL22040

unknown working condition for these items; as is

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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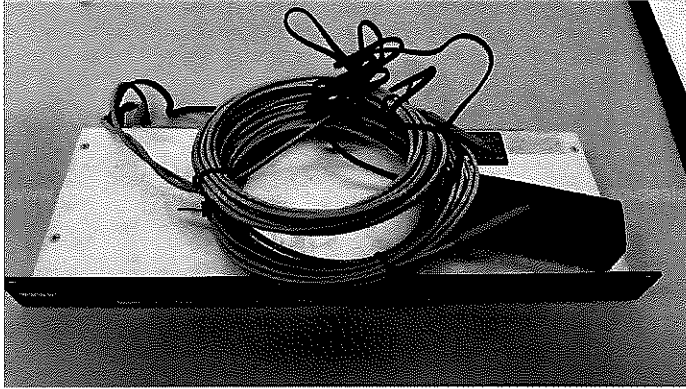
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## Braodcast Tools Sentinel 16

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Make/Brand	Model	VIN/Serial
Broadcast tools	Sentinel 16	n/a
Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	TEL22041

unknown working condition; as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## ELO ET1915L Computer Monitor

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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**0** visitors

**Make/Brand**

**Model**

ELO

ET1915L-7CQA-1-G

**Condition**

**Category**

**Inventory ID**

Used/See Description

Computers, Parts, and Supplies

TEL22042

unknown working condition; as is

**? Questions and Answers**

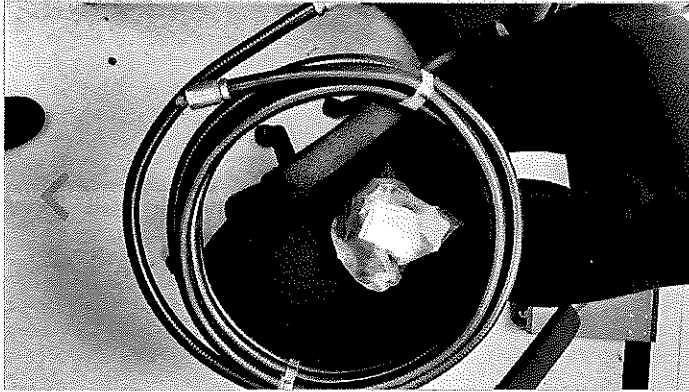
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## 30 FOOT CABLING AND 5 INCH HOSE CLAMP

Auction Ends **12/10/22 10:15 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

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0 visitors

**VIN/Serial**

30' AVA5-50

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Public Utility Equipment	TEL22043

UNKNOWN WORKING CONDITION, AS IS

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

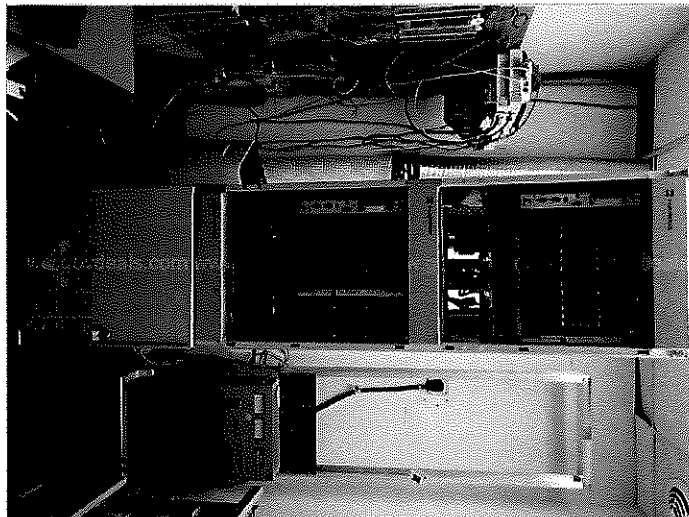
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## Harris Phone switch Modular Applications Platform

Auction Ends **12/10/22 10:40 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

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**0 visitors**

**Make/Brand**

Harris

**VIN/Serial**

N/A

**Condition**

Used/See Description

**Category**

Public Utility Equipment

**Inventory ID**

TEL22048

unknown working condition, as is

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

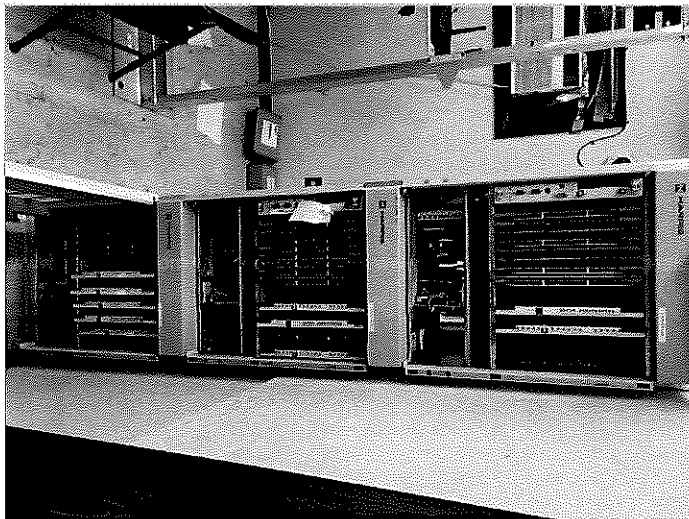
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## Harris Phone Switch Modular Applications Platform

Auction Ends **12/10/22 11:37 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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**0** visitors

**Make/Brand**

**VIN/Serial**

Harris

NA

**Condition**

**Category**

**Inventory ID**

Used/See Description

Public Utility Equipment

TEL22049

unknown working condition, as is

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

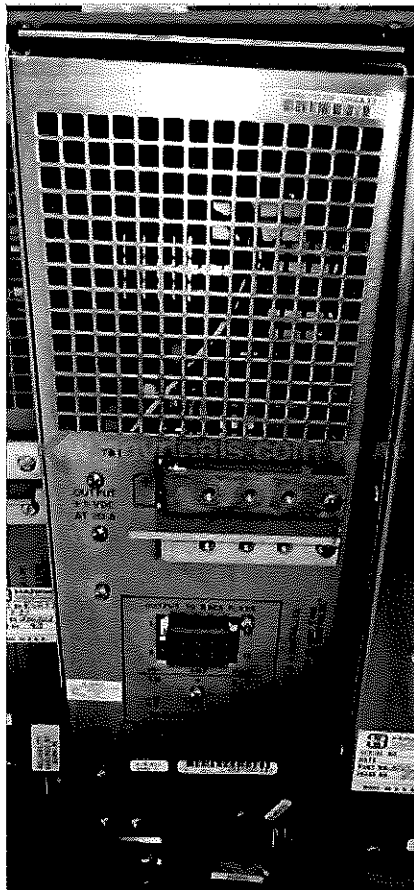
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## 5 Harris HDTS 500-202/ 2 Harris HDTS 500-300 / 1 Harris RGA 880

Auction Ends **12/10/22 12:43 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

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**Make/Brand**

**Model**

Harris

HDTS 500-202/500-300/RGA

**Quantity**

**Condition**

**Category**

**Inventory ID**

Lot 1

Used/See Description

Public Utility Equipment

TEL22050

unknown working condition, as is Harris 5v at 20A power supply Harris 5v at 90A power supply Harris backplate for T1 connections

### ? Questions and Answers

There are currently no questions posted for this asset.

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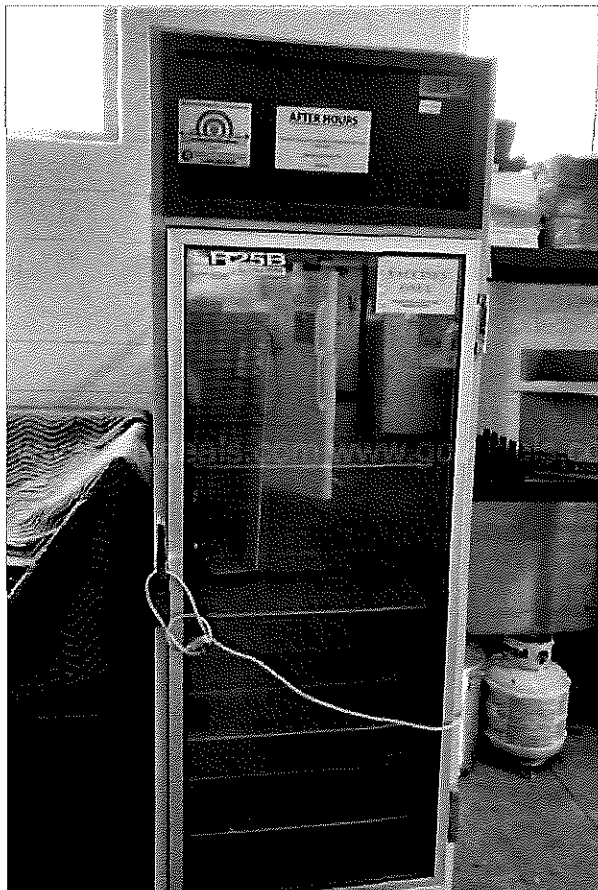
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## Vaccine Refrigerator

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Year	Make/Brand	Model	VIN/Serial
2002	Jewitt	LR25BS1-1BG	X30M-606368-YM
Condition	Category	Inventory ID	
Used/See Description	Medical Equipment and Supplies	WCHD 1254	

Vaccine Refrigerator Unit Unit gets cold but does not hold temp's as needed for vaccines

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1770

Adopted Date November 22, 2022

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/15/22 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:

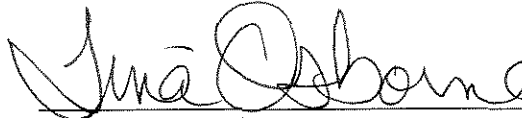
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor \_\_\_\_\_



# Resolution

Number 22-1771

Adopted Date November 22, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH RED HAWK LAND, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN THE WOODLANDS AT MORROW, PHASE 4D SITUATED IN THE VILLAGE OF MORROW

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

## SECURITY AGREEMENT

Bond Number	:	22-022 (W/S)
Development	:	The Woodlands at Morrow, Phase 4D
Developer	:	Red Hawk Land, LLC
Location	:	Village of Morrow
Amount	:	\$28,155.13
Surety Company	:	Great American Insurance Group (CS 4510302)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Red Hawk Land, LLC, 3400 Werk Rd., Cincinnati, OH 45211  
Great American Insurance Group, 301 E 4<sup>th</sup> Street, Cincinnati, OH 45202  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

CS 4510302 22-022 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between Red Hawk Land, LLC  
(1) (hereinafter the "Developer") and the  
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and  
Great American Insurance Group (2) (hereinafter the "Surety").

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in The Woodlands  
at Morrow **Subdivision, Section/Phase** 4D (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 \$281,551.32,  
and that the Improvements that have yet to be completed and approved may be constructed in the sum of  
-0-; 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- 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 \$28,155.13 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:

Red Hawk Land, LLC

---

3400 Werk Rd

---

Cincinnati, OH 45211

---

Ph. ( 513 ) 451 - 2611

D. To the Surety:

Great American Insurance Group

301 E 4th Street

Cincinnati, OH 45202

Ph. ( 513 ) 369 - 5000

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 shall bear interest at eight per cent (8%) per annum.**

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21554

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, *place and stead* to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
TIMOTHY J. IORI	ALL OF	ALL
JAMES L. IORI	CINCINNATI, OHIO	\$100,000,000
ANTHONY L. IORI		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **11TH** day of **NOVEMBER** 2019

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C B*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (577-377-2405)

On this **11TH** day of **NOVEMBER**, 2019, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company; to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **29TH** day of **SEPTEMBER, 2022**



*Atty L C B*

Assistant Secretary

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:** Red Hawk Land, LLC

**SURETY:** Great American Insurance Group

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

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

SIGNATURE: Mary S. Allen

SIGNATURE: Timothy J. Iori

PRINTED NAME: Mary S. Allen

PRINTED NAME: Timothy J. Iori

TITLE: Mgr

TITLE: Attorney In Fact

DATE: 9/29/2022


DATE: 9/29/2022

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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 22-1771, dated 11/22/22.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann


TITLE: President

DATE: 11/22/22

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR  
Adam Nice, A.P.A.

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

# Resolution

Number 22-1772

Adopted Date November 22, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC. FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN SUBDIVISION, SECTION TEN, PHASE B, 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	:	22-024 (W/S)
Development	:	Shaker Run Subdivision, Section Ten, Phase B
Developer	:	Grand Communities, LLC
Township	:	Turtlecreek
Amount	:	\$7,203.60
Surety Company	:	RLI Insurance Company (CMS0351537)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

caw

cc: Grand Communities, Ltd., C. Schelensker, 3940 Olympic Blvd, Ste 100, Erlanger KY 41018  
RLI Insurance Company, 525 W. Buren Street, 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.

22-024

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 Shaker Run **Subdivision, Section/Phase 10B** (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 \$72,036.00, 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 \$7,203.60 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  
\_\_\_\_\_  
ATTN: Casey Schlensker  
\_\_\_\_\_  
3940 Olympic Blvd. Suite 400  
\_\_\_\_\_  
Erlanger, KY 41018  
\_\_\_\_\_  
Ph. ( 859 ) 344 - 5956  
\_\_\_\_\_

D. To the Surety:

RLI Insurance Company  
525 W. Van Buren Street, Suite 350  
Chicago, IL 60607  
Ph. ( 312 ) 833 - 1413

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: Michael Kady

SIGNATURE: Susan A. Yeazell

PRINTED NAME: Michael Kady

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 10/17/22

DATE: October 20, 2022

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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 22-1772, dated 11/22/22

WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 11/22/22

RECOMMENDED BY:

By: [Signature]  
DEP. SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]  
COUNTY PROSECUTOR  
Adam Nicol, A.P.A.

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. CMS0351537

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and RLI Insurance Company, a corporation organized under the laws of the Illinois with principal place at 525 W Buren Street, 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 of Seven Thousand Two Hundred Three and 60/100 Dollars, (\$ 7,203.60), 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 20th day of October, 2022.

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

Water Main in Shaker Run, Section 10B Subdivision

---

located in Turtlecreek Township, Warren County, Ohio

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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 THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 20th day of October, 2022, 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 W Buren Street, Suite 350, Chicago, IL 60607 promptly an 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: Michael Kady

Its: Michael Kady, President

RLI Insurance Company

\_\_\_\_\_  
Surety

By: Susan A. Yeazell

Susan A. Yeazell

Its: \_\_\_\_\_  
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, Julie L. Cline, Brittany Seaborn, 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 27th day of January, 2022.



**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 27th day of January, 2022, 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 20th day of October, 2022.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



# Resolution

Number 22-1773

Adopted Date November 22, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SHAKER RUN, SECTION TEN, PHASE B 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	: 22-019 (P/S)
Development	: Shaker Run, Section Ten, Phase B
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Amount	: \$55,886.74
Surety Company	: RLI Insurance Company (CMS0351545)

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 22<sup>nd</sup> day of November 2022.

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.

22-019 (PK)

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 Sidewalks in Shaker Run **Subdivision, Section/Phase** <sup>Ten Phase B</sup>(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 \$204,270.30 and that the Sidewalks that have yet to be completed and approved may be constructed in the sum of \$42,989.80; 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 \$55,886.74 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 Two (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 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 \$40,854.06 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:

Grand Communities, LLC  
\_\_\_\_\_  
Casey Schlensker  
\_\_\_\_\_  
3940 Olympic Blvd Suite 400  
\_\_\_\_\_  
Erlanger, KY 41018  
\_\_\_\_\_  
Ph. ( 859 ) 344 - 5956  
\_\_\_\_\_

D. To the Surety:

RLI Insurance Company

525 W. Van Buren Street, Suite 350

Chicago, IL 60607

Ph. ( 312 ) 933 - 1413

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 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.

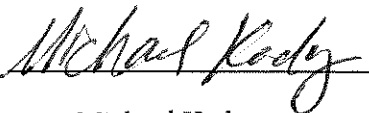
**IN EXECUTION WHEREOF**, the Developer and the Surety have caused this security agreement to be executed on the date stated below.

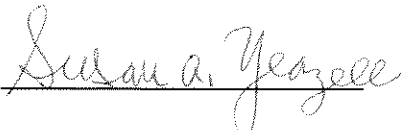
**DEVELOPER:** Grand Communities, LLC  
A Kentucky Limited Liability Company

**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: Michael Kady

PRINTED NAME: Susan A. Yeazell

TITLE: President

TITLE: Attorney-in-Fact

DATE: 11/16/22

DATE: November 16, 2022

**[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 22-1773, dated 11/22/22

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 11/22/22

RECOMMENDED BY:

By: [Signature]  
**COUNTY ENGINEER**

APPROVED AS TO FORM:

By: [Signature]  
**COUNTY PROSECUTOR**  
Adam M. Nica, A.P.A.

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, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018, as Principal, and RLI Insurance Company, 525 W Van Buren Street, Suite 350, Chicago, IL 60607, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Fifty-Five Thousand Eight Hundred Eighty-Six and 74/100 Dollars (\$55,886.74) 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 Street, Sidewalk and Storm in Shaker Run, Section 10B 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 Street, Sidewalk and Storm in Shaker Run, Section 10B Subdivision in Turtlecreek 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 Fifty-Five Thousand Eight Hundred Eighty-Six and 74/100 Dollars (\$55,886.74) and no more.

**SIGNED AND DATED THIS** 16th day of November, 2022.

Principal: Grand Communities, LLC  
A Kentucky Limited Liability Company

By: Michael Keady

Surety: RLI Insurance Company

By: Susan A. Yeazell

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, Julie L. Cline, Brittany Seaborn, Dustin Stevens, 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 19th day of October, 2022.



**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 19th day of October, 2022, 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 16th day of November, 2022.

By: Catherine D. Glover  
Catherine D. Glover Notary Public

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1774

Adopted Date November 22, 2022

## APPROVE VARIOUS RECORD PLATS

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


- Shaker Run Section 10, Phase B – Turtlecreek 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Plat File  
RPC

# Resolution

Number 22-1775

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COTRANMED FUND #2208 AND  
APPROVE OPERATIONAL TRANSFER INTO FUND #1101

BE IT RESOLVED, to approve the following supplemental appropriation for Fund #2208:

\$ 835,463.72 into #22081110-5997 (COTRANMED – Operational Transfers)

BE IT ALSO RESOLVED, to approve the following operational transfer:

\$ 835,463.72 from #22081110-5997 (COTRANMED – Operational Transfers)  
Into #1101-49000 (General Fund – Distributions & Transfers)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
OMB (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1776

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO BUILDING & ZONING FUND  
#11012300

BE IT RESOLVED, to approve a supplemental appropriation into Fund #11012300 as follows:

\$40,000.00 into 11012300-5102 (Regular Salaries)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Building & Zoning (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1777

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE FUND #2223

BE IT RESOLVED, to approve the following supplemental appropriation adjustment into Juvenile Fund #2223 for the Supreme Court of Ohio tech grant to upgrade current case management system to include text messaging for court reminders:

\$23,300.00 into 22231252-5370 (Software Non-Data Board)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1778

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO WORKFORCE DEVELOPMENT  
BOARD FUND #2238

BE IT RESOLVED, to approve the following supplemental appropriation:

\$235,000.00 into #22385800-5410 (Contracts BOCC Approved)

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

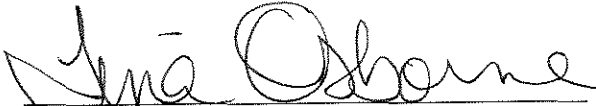
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App file  
Workforce Investment Board (file)

# Resolution

Number 22-1779

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO WATER REVENUE FUND 5510

WHEREAS, the Water and Sewer Department due to current needs and supply chain issues will now need to order additional service vehicles before 2023 budget appropriations; and

WHEREAS, a supplemental appropriation is necessary to accommodate said transaction; and

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

\$260,000.00 into 55103200-5310 (Vehicles Capital Outlay)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor   
Supplemental App. file  
Water/Sewer (file)

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

# Resolution

Number 22-1780

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO SEWER REVENUE FUND 5580

WHEREAS, the Water and Sewer Department due to current needs and supply chain issues will now need to order additional service vehicles before 2023 budget appropriations; and

WHEREAS, a supplemental appropriation is necessary to accommodate said transaction; and

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

\$200,000.00 into 55803300-5310 (Vehicles Capital Outlay)

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

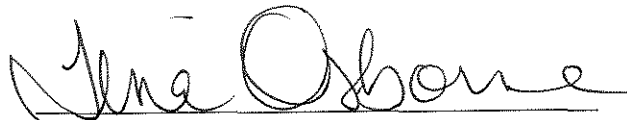
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

mbz

cc: Auditor    
Supplemental App. file   
Water/Sewer (file)

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

# Resolution

Number 22-1781

Adopted Date November 22, 2022

ACCEPT AMENDED CERTIFICATE FOR SHERIFF'S OFFICE FUND 2294 AND  
APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND 2294

WHEREAS, the Warren County Sheriff's Office has indicated they will receive additional revenue to the amount of \$9,443.50 in Sheriff's Office Fund 2294; and

WHEREAS, in order to expend said funds a supplemental appropriation is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of \$9,443.50 and approve the following supplemental appropriation into Warren County Sheriff's Office Fund 2294:

\$9,443.50 into 22942200-5155 (Personal Services Reimbursement)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Amended Certificate file  
Supplemental App. file  
Sheriff (file)



# Resolution

Number 22-1782

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL IMPROVEMENTS FUND #4497 AND APPROVE OPERATIONAL TRANSFER INTO FUND #4492 AND ACCEPT AMENDED CERTIFICATE FOR 4492

BE IT RESOLVED, to approve the following supplemental appropriation for Fund #4497:

\$1,293,404.62 into #44973712-5997 (Jail Improvements – Operational Transfers)

BE IT FURTHER RESOLVED, to approve the following operational transfer:

\$1,293,404.62 from #44973712-5997 (Jail Improvements – Operational Transfers)  
into #4492-49000 (Community Projects – Distributions & Transfers)

BE IT FURTHER RESOLVED, to accept the attached amended certificate for Fund 4492.

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
Amended Certificate file  
Operational Transfer file  
OMB (file)  
Facilities Management (file)





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

# Resolution

Number 22-1783

Adopted Date November 22, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services #11012850 in order to process vacation leave payouts for Kristen Osborne former employees of Emergency Services:

\$1,167.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Dispatch - Vacation Leave Payout)

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

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

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 22-1784

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#10111240

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

\$ 5,500.00	from	11011240-5133	(Juv CT CO Derived Transcript)
	into	11011240-5317	(Juv CT Non-Capital Purchase)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 22-1785

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND  
#10112600

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile  
Detention fund #11012600:

\$ 2,200.00	from	11012600-5114	(Juv Det Overtime Pay)
	into	11012600-5820	(Juv Det Health & Insurance)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1786

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:


\$10,000.00	from	22701240-5400	(Purchased Services)
	into	22701240-5410	(Contracts BOCC Approved)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Mary Haven(file)

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

# Resolution

Number 22-1787

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN BOARD OF ELECTIONS FUND  
#11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

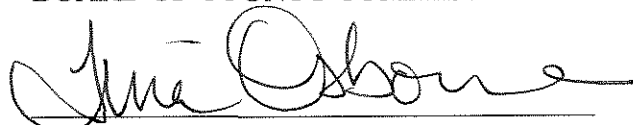
\$500	from #11011300-5114	(Overtime Pay)
	into #11011300-5940	(Travel)
\$1,000	from #11011300-5922	(Taxable Meal Fringe)
	into #11011300-5940	(Travel)
\$25,000	from #11011300-5850	(Training/ Education)
	into #11011300-5317	(Non-Capital Purchases)
\$30,000	from #11011300-5114	(Overtime Pay)
	into #11011300-5317	(Non-Capital Purchases)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1788

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 50,000.00 from #11012810-5317 (Non-Capital Purchase)  
into #11012810-5370 (Software – Non Data Bd.)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

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

# Resolution

Number 22-1789

Adopted Date November 22, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,000.00 from #11012810-5320 (Capital Purchase)  
into #11012812-5370 (Data Software)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)



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

# Resolution

Number 22-1790

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 10,410.00	from #44923819-5410	(Contracts BOCC Approved)
	into #44923814-5370	(Software Non Data Board)
\$ 17,000.00	from #44923819-5410	(Contracts BOCC Approved)
	into #44923823-5370	(Software Non Data Board)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

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

# Resolution

Number 22-1791

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 836,000.00            from #44923814-5320        (Capital Purchase)  
                                 into #44923814-5370        (Software Non-Data Bd.)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

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

# Resolution

Number 22-1792

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS  
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 81,000.00 from #44923822-5400 (Purchased Services)  
into #44923814-5370 (Software Non-Data Bd.)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Telecom (file)

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

# Resolution

Number 22-1793

Adopted Date November 22, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2,940.00	from	#11012300-5910	(Other Expense)
\$3,950.00	from	#11012300-5855	(Clothing/Personal Equipment)
\$3,810.00	from	#11012300-5114	(Overtime Pay)
\$10,700.00	into	#11012300-5820	(Health & Life Insurance)

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

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

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 22-1794

Adopted Date November 22, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 360.00 from #11012300-5460 (Insurance)  
\$7,140.00 from #11012300-5910 (Other Expense)  
\$7,500.00 into #11012300-5811 (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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1795

Adopted Date November 22, 2022

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$305.00      from #11012300-5460      (Insurance)  
                 into #11012300-5871      (Medicare)

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 22-1796

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND 2245

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 105.39      from    #22452450-5102      (Regular Salaries)  
                 into    #22452450-5950      (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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

MRB/

cc:    Auditor   
         Appropriation Adjustment file  
         Prosecutor (file)

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

# Resolution

Number 22-1797

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO WARREN COUNTY COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$22,000.00 into BUDGET-BUDGET 22891224-5210 (Materials/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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc:

Auditor

Supplemental App. file

Common Pleas (file)



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1798

Adopted Date November 22, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO WARREN COUNTY COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$5,000.00 into BUDGET-BUDGET 22891227-5210 (Materials & 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor              
Supplemental App. file  
Common Pleas (file)

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

# Resolution

Number 22-1799

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND 6630

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #6630:


\$7,000.00	from	66302251-5102	(Regular Salaries)
	Into	66302251-5820	(Health & Life Insurance)

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

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

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

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

# Resolution

Number 22-1800

Adopted Date November 22, 2022

APPROVE APPROPRIATION ADJUSTMENTS INTO HEALTH INSURANCE FUND #6632

WHEREAS, appropriation adjustments are required in order to process several year-end invoices; and

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

\$ 6,000.00	from	#66320100-5932	(Health Ins – Medical/Rx Claims)
\$ 2,800.00	into	#66320100-5410	(Health Ins – Contracts BOCC Approved)
\$ 3,200.00	into	#66320100-5820	(Health Ins – Health & Life Insurance)

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

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

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Supplemental App. file  
OMB (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1801

Adopted Date November 22, 2022

APPROVE REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	SEMOTUS INC	TEL (35) HIPLINK MOBILE ADD-ON	\$ 6,930.00
TEL	MOBILCOMM INC	TEL "EMERGENCY" BATTERY POWER	\$ 25,907.09
ENG	STANTEC CONSULTING SERVICES INC	ENG. ENGINEERING FOR STUBBS MI	\$ 306,818.00
HUM	LEXISNEXIS RISK DATA MANAGEMNT INC	HUM LEXISNEXIS	\$ 180.00
FAC	RJE BUSINESS INTERIORS CINCINNATI OH INC	FAC - CHAIRS FOR BOCC MEETING	\$ 23,719.80
FAC	COMPLETE SERVICES INC	FAC - PODIUM FOR BOCC MEETING	\$ 5,500.00
FAC	OFFICE FURNITURE SOURCE	FAC - OFFICE FURNITURE FOR CSE	\$ 8,551.64

## PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	RICHARD A RENNEKER MEMBRAN	\$ 63,896.17 DECREASE
TEL	MOTOROLA INC	MOTOROLA HATFIELD TO GOOSECREEK TOWER M/W LINK	\$ 1,896.00 DECREASE
ENG	EAGLE BRIDGE CO	KING AVE BRIDGE IMPROVEMENT PROJECT	\$ 1,378,654.78 DECREASE
ENG	RACK & BALLAUER EXCAVATING CO	COLUMBIA RD TURN LANE PROJECT	\$ 32,778.84 INCREASE

11/22/2022 APPROVED:



Martin Russell, Deputy County Administrator

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

# Resolution

Number 22-1802

Adopted Date November 22, 2022

**APPROVE COLLECTION OF 1.21 MILLS RELATIVE TO THE SENIOR CITIZEN SERVICES LEVY**

WHEREAS, pursuant to Resolution #21-1527, this Board reduced the amount collected to 0.00 mills relative to the Senior Citizen Services Levy for the 2021 tax year payable in 2022; and

WHEREAS, the 2023 Tax Budget, presented and approved by this Board on July 12, 2022, was predicated on collecting the full 1.21 Mills for tax year 2022, payable in 2023; and

WHEREAS, based upon the approved 2023 Tax Budget, this Board must authorize the collection of the 1.21 Mills relative to the Senior Citizen Services Levy; and

NOW THEREFORE BE IT RESOLVED, to authorize the collection of 1.21 Mills relative to the Senior Citizen Services Levy for tax year 2022, payable in 2023.

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

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

Resolution adopted this 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: M. Nolan (certified)  
Auditor  
Budget (file)  
T. Zindel

# Resolution

Number 22-1803

Adopted Date November 22, 2022

AUTHORIZING THE CLERK TO ADVERTISE A PRIVATE SALE BY SEALED BIDS OF THE PROPERTY OWNED BY THE BOARD AT 8937 BUNNELL HILL ROAD, IN CLEARCREEK TOWNSHIP, SUBJECT TO A MINIMUM BID OF \$55,000 AND OTHER REQUIREMENTS

WHEREAS, by virtue of Resolution #22-1483, adopted on September 27, 2022, the Board found the real property at 8937 Bunnell Hill Road, in Clearcreek Township, belonging to the Board, was not needed for County use, and authorized the Clerk to advertise a private sale of the property by sealed bids subject to a minimum bid of \$75,000 and other requirements; and,

WHEREAS, the said private sale was advertised in accordance with law with sealed bids to be opened on October 25, 2022, at 3:00PM, and on such advertised date and time no bids were received; and,

WHEREAS, in order to sell the said property located at 8937 Bunnell Hill Road, the Board desires to re-advertise a private sale by sealed bid once a week for four consecutive weeks in a newspaper of general circulation in the county, or as provided in section 7.16 of the Ohio Revised Code, for a minimum bid of \$55,000 with the same other requirements previously advertised and reserve the right to reject any and all bids.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Warren County, Ohio, at least a majority of all its members casting a vote concur as follows:

- Section 1. That the Board does hereby approve the Advertisement for Bids attached hereto.
- Section 3. The Clerk is directed to cause the attached Advertisement to be published.
- Section 4. That the Board is acting in its administrative capacity in adopting this Resolution.
- Section 5. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.
- Section 6. That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RESOLUTION #22-1803  
NOVEMBER 22, 2022  
PAGE 2

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Bruce McGary, Pros. Office  
Engineer (file)  
Bid File





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

**406 Justice Drive, Lebanon, Ohio 45036**

*www.co.warren.oh.us*

*commissioners@co.warren.oh.us*

*Telephone (513) 695-1250*  
*Facsimile (513) 695-2054*

**TOM GROSSMANN**  
**SHANNON JONES**  
**DAVID G. YOUNG**

**Notice of Private Sale**

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 3:00 P.M., on December 27, 2022 for the sale of vacant real property identified as Parcel No. 04-02-276-016 and deed reference Doc. 2019-006645 having a property address of 8937 Bunnell Hill Road, Springboro, OH 45066, and then at said time bids will be opened and read aloud.

The real property is being offered "AS IS" and "WHERE IS" and "WITH NO WARRANTIES" of any kind. Nothing in this Advertisement for Sealed Bids may be construed as a warranty of any kind. No property disclosure form is required as this will not be a residential real property transfer under R.C. 5302.30 since the property has no buildings or structures. A bidder is solely responsible for exercising whatever due diligence the bidder deems necessary with respect to the title and condition or fitness of the property for any particular purpose or use. No on-site physical inspection of the property is permitted.

Each sealed bid shall contain the full name of the bidder submitting an unconditional bid and be accompanied by a certified check payable to the Board of Warren County Commissioners in the amount equal to ten (10) percent of the bid. The minimum bid of \$55,000 has been placed on this property. The highest responsible bidder's bid will be conditionally accepted on the day of the bid opening but subject to final acceptance by the Board of Warren County Commissioners at a regularly scheduled meeting thereafter.

Upon award of bid, the successful bidder will be required to present the balance due, in the form of a cashier's or bank certified check payable to the Board of Warren County Commissioners, and fully executed closing documents prepared by the Warren County Prosecutor's Office within five (5) business days after receipt of the closing documents. No affidavit of title will be provided. The successful bidder will receive a quit-claim deed for the real property subject to: 1) any mortgages or liens of record; 2) any discrepancies in the acreage or legal descriptions of record; 3) a standard highway easement as shown on the Plat of Survey filed on 5/25/2022 in S.R. Vol. 156, Plat No. 55; 4) legal highways and right of way including without limitation as shown on S.R. Vol. 56, Plat No. 19 filed 7/3/1984; 5) any easements, covenants and restrictions of record; 6) building, zoning, access management and other governmental laws and regulations; and, 7) real property taxes accruing on and after January 1, 2022.

The Board of Warren County Commissioners reserve the right to accept the best bid, to reject any and all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

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

## ADVERTISEMENT FOR SEALED BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 3:00 P.M., on December 27, 2022 for the sale of vacant real property identified as Parcel No. 04-02-276-016 and deed reference Doc. 2019-006645 having a property address of 8937 Bunnell Hill Road, Springboro, OH 45066, and then at said time bids will be opened and read aloud.

The real property is being offered "AS IS" and "WHERE IS" and "WITH NO WARRANTIES" of any kind. Nothing in this Advertisement for Sealed Bids may be construed as a warranty of any kind. No property disclosure form is required as this will not be a residential real property transfer under R.C. 5302.30 since the property has no buildings or structures. A bidder is solely responsible for exercising whatever due diligence the bidder deems necessary with respect to the title and condition or fitness of the property for any particular purpose or use. No on-site physical inspection of the property is permitted.

Each sealed bid shall contain the full name of the bidder submitting an unconditional bid and be accompanied by a certified check payable to the Board of Warren County Commissioners in the amount equal to ten (10) percent of the bid. The minimum bid of \$55,000 has been placed on this property. The highest responsible bidder's bid will be conditionally accepted on the day of the bid opening but subject to final acceptance by the Board of Warren County Commissioners at a regularly scheduled meeting thereafter.

Upon award of bid, the successful bidder will be required to present the balance due, in the form of a cashier's or bank certified check payable to the Board of Warren County Commissioners, and fully executed closing documents prepared by the Warren County Prosecutor's Office within five (5) business days after receipt of the closing documents. No affidavit of title will be provided. The successful bidder will receive a quit-claim deed for the real property subject to: 1) any mortgages or liens of record; 2) any discrepancies in the acreage or legal descriptions of record; 3) a standard highway easement as shown on the Plat of Survey filed on 5/25/2022 in S.R. Vol. 156, Plat No. 55; 4) legal highways and right of way including without limitation as shown on S.R. Vol. 56, Plat No. 19 filed 7/3/1984; 5) any easements, covenants and restrictions of record; 6) building, zoning, access management and other governmental laws and regulations; and, 7) real property taxes accruing on and after January 1, 2022.

The Board of Warren County Commissioners reserve the right to accept the best bid, to reject any and all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

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Tina Osborne, Clerk

Journal-News Pulse of Lebanon and Mason:

Please publish the above advertisement once per week for four (4) consecutive weeks, beginning the week of November 27, 2022.

Bill to Warren County Commissioners.

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

# Resolution

Number 22-1804

Adopted Date November 22, 2022

**AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE OPTUM RX  
TRANSPARENCY REPORTING ADDENDUM**

WHEREAS, in order to support the transparency and disclosure requirements of Section 204 of Title II of Division BB of the Consolidated Appropriations Act of 2021 (“**Section 204 of the CAA**”) which requires insurance companies and employer-based health plans to submit certain data about prescription drugs and health care spending to the Center for Medicare and Medicaid Services (“CMS”) as the designated data collector on behalf of certain federal departments in the form of Prescription Drug Data Collection Report (“**RxDC Report**”), OptumRx will provide Client with the transparency reporting services as described in the forthcoming addendum; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administration to sign the forthcoming Optum Rx Transparency Reporting Addendum upon receipt and “Approval to Form” by the Warren County Prosecutor’s Office; 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a—OptumRX  
United Healthcare  
Horan Assoc  
Benefits File  
Tammy Whitaker, OMB

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

# Resolution

Number 22-1805

Adopted Date November 22, 2022

APPROVE RENEWAL OF CONSULTING AGREEMENT WITH HORAN ASSOCIATES FOR PERIOD JANUARY 1, 2023, THROUGH DECEMBER 31, 2023

WHEREAS, it is the desire of the Board of County Commissioners to continue utilization of Horan Associates for consulting services relative to the healthcare plan; and

NOW THEREFORE BE IT RESOLVED, to approve the renewal of Consulting Agreement with Horan Associates for the period January 1, 2023, through December 31, 2023 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Horan Associates  
Horan Associates  
T Whitaker, OMB  
Benefits File


**Warren County / HORAN  
Consulting Agreement Intent to Renew**

The original agreement between Warren County and HORAN commenced on January 1, 2012 for a 5 year period with the option to renew each year. Warren County conducted a full broker bid in 2015 and most recently again in 2020. HORAN was awarded the market bid effective January 1, 2020. Warren County and HORAN agreed to continue the consulting agreement for the timeframe of January 1, 2022 through December 31, 2022 and have agreed to continue this for the timeframe of January 1, 2023 through December 31, 2023. All fees and services from last year will remain unchanged.


Fees / Commissions:

- Fee of \$6.50 per enrolled employee per month for medical (inclusive of data warehouse fee of \$.75)
- Fee of \$1.50 per enrolled employee per month for dental
- Standard commissions for ancillary


HORAN ASSOCIATES INC.

Signed:   
Date: 11-1-22  
Name (print): VANEVE BOGDAN-PAWLAS  
Title: PRESIDENT

WARREN COUNTY BOARD OF COUNTY  
COMMISSIONERS

Signed:   
Date: 11/22/22  
Name (print): Tam Grossman  
Title: 11/22/22

**APPROVED AS TO FORM**

  
**Kathryn M. Horvath**  
Asst. Prosecuting Attorney

NOV 7 '22 RCVC

RECEIVED OMB0000

NOV 16 '22 RCVC

RECEIVED OMB0000

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1806

Adopted Date November 22, 2022

ACKNOWLEDGE AND ACCEPT THE VISION QUOTE FROM EYEMED FOR PLAN YEAR EFFECTIVE JANUARY 1, 2023

WHEREAS, it is the desire of the Board to acknowledge and accept enhancements to the Vision benefits administered by EyeMed effective January 1, 2023; and

NOW THEREFORE BE IT RESOLVED, to acknowledge and accept enhancements to the Vision plan outlined in the Vision Quote from EyeMed for plan year effective January 1, 2023; quote 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR/

cc: c/a—EyeMed  
Horan Assoc  
Benefits File  
Tammy Whitaker, OMB

# Your custom vision quote

## MORE OF WHAT'S BEST, NOT MORE OF THE SAME

Get the most out of your vision plan with these EyeMed highlights:

- Ability to use the frame and contact lens allowances in the same benefit year – worth up to an extra \$170<sup>1</sup>
- Separate contact lens fit & follow-up coverage (leaving the entire allowance for materials)

Plus, with us, you also always get

### THE VISION NETWORK EMPLOYEES WANT

America's largest vision network with the right mix of providers<sup>2</sup>

Several in-network options for buying eyewear online

### BENEFITS THAT REDEFINE EXPECTATIONS

The freedom to choose any ophthalmic frame, lens or contact lens without restrictions at any of our retail providers, independent provider locations or online

Complimentary HealthyEyes wellness program that keeps the focus on eye health with online tools, articles and videos to make the conversation around vision even easier

Members-only savings on eyewear, LASIK, hearing aids and more with online options

### ABOVE ALL ELSE, WE MAKE BENEFITS EASY

Cost transparency with our Know Before You Go cost estimator

Digital tools like online scheduling<sup>3</sup>, a mobile app and personalized text alerts

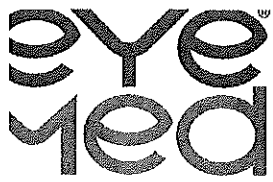
We can't wait to work with you –

Contact Samantha McCall at [smccall@eyemed.com](mailto:smccall@eyemed.com) with questions

<sup>1</sup> This document provides highlights of one or more EyeMed plans. Frame allowances may vary by plan. Please consult your EyeMed representative for details.

<sup>2</sup> Based on the EyeMed Insight network, October 2020.

<sup>3</sup> At select locations



# Warren County Ohio

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
<b>EXAM SERVICES</b>		
Exam	\$10 copay	Up to \$40
<b>FRAME</b>		
Frame	\$0 copay; 20% off balance over \$170 allowance	Up to \$119
<b>CONTACT LENSES</b> <i>(Contact Lens allowance includes materials only)</i>		
Contacts - Conventional	\$0 copay; 15% off balance over \$130 allowance	Up to \$104
Contacts - Disposable	\$0 copay; 100% of balance over \$130 allowance	Up to \$104
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$300
<b>STANDARD PLASTIC LENSES</b>		
Single Vision	\$25 copay	Up to \$42
Bifocal	\$25 copay	Up to \$48
Trifocal	\$25 copay	Up to \$60
Lenticular	\$25 copay	Up to \$60
Progressive - Standard	\$90 copay	Up to \$48
Progressive - Premium Tier 1	\$110 copay	Up to \$48
Progressive - Premium Tier 2	\$120 copay	Up to \$48
Progressive - Premium Tier 3	\$135 copay	Up to \$48
Progressive - Premium Tier 4	\$90 copay, 20% off retail price less \$120 allowance	Up to \$48

## Proposed Benefits

- Option 170 FA
- Exam & Materials
- Vision Network
- SO
- Employer Paid
- Unfunded Benefits

## Frequency

- Examination**  
Once every calendar year
- Lenses (in lieu of contacts)**  
Once every calendar year
- Contacts (in lieu of lenses)**  
Once every calendar year
- Frame**  
Once every other calendar year

## Terms

- Contract Term**  
4 months
- Rate Guarantee**  
4 months

### MONTHLY RATES

Per Subscriber Per Month \$1.23

Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies. The Plan reserves the right to manage the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866-939-3633.

### PLAN DETAILS

Plan for group situated in the State of OH and will be valid until the 01/01/2023 implementation date. Date Quoted 11/01/2022. Rates are valid only when the quote in is the sole stand-alone vision plan offered by the group.

### PLAN EXCLUSIONS/LIMITATIONS

Benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, normal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; no (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 30 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state.

By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided by the Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting EyeMed by mail, email, or telephone. If Warren County Ohio has chosen this benefit design, attach this document to the group application and sign here

*[Handwritten Signature]*

11/22/22

Signature  
201603 TC - 0

Date

Q-00047840 - QL-000008171



## Warren County Ohio

# Saving our members some extra green

We're committed to keeping money in our members' pockets.

That's why we offer our members additional discounts above the proposed plan benefits.

### ADDITIONAL DISCOUNTS

#### Savings for Members

#### 10% off

additional pairs of glasses and a 15% discount on conventional lenses once funded benefit is used – an industry exclusive

#### 20% off

any item not covered by the plan, including non-prescription sunglasses

#### Lasik

Lasik or PRK from US Laser Network 5% off retail price or 5% off promotional price

#### Hearing Care

Through Amplifon Hearing Health Care Network, members receive up to 64% off hearing aids, an extended warranty, and free batteries

#### VISION CARE SERVICES

#### IN-NETWORK MEMBER COST

#### DISCOUNTED EXAM SERVICES

Retinal Imaging

Up to \$39

#### CONTACT LENS FIT AND FOLLOW-UP

*(Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)*

Fit and Follow-up - Standard

Up to \$40

Fit and Follow-up - Premium

10% off retail price

#### DISCOUNTED LENS OPTIONS

Anti Reflective Coating - Standard

\$45

Anti Reflective Coating - Premium Tier 1

\$57

Anti Reflective Coating - Premium Tier 2

\$68

Anti Reflective Coating - Premium Tier 3

20% off retail price

Photochromic - Non-Glass

\$75

Polycarbonate - Standard

\$40

Scratch Coating - Standard Plastic

\$15

Tint - Solid or Gradient

\$15

UV Treatment

\$15

#### OTHER ADD-ON SERVICES AND MATERIALS

20% off retail price

#### DISCOUNT DETAILS

Member receives a 20% discount on items not covered by the plan at EyeMed In-Network locations. Discount does not apply to EyeMed Provider's professional services or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine which participating provider has agreed to the discounted rate. Discounts on vision materials may not be applicable to certain manufacturers' products. The Plan reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Service and amounts listed above are subject to change at any time.

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 22-1807

Adopted Date November 22, 2022

ENTER INTO A RENEWAL AGREEMENT WITH CHARD, SNYDER & ASSOCIATES LLC FOR THE ADMINISTRATION OF THE S125 HEALTH REIMBURSEMENT ARRANGEMENT PROGRAM EFFECTIVE JANUARY 1, 2022

WHEREAS, the Warren County Board of Commissioners utilizes Chard, Snyder & Associates LLC for the administration of the S125 Health Reimbursement Arrangement Program; and

WHEREAS, a 3-year renewal Administrative Service Agreement has been submitted for the plan year commencing January 1, 2022 through plan year ending December 31, 2024; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into the Administrative Service Agreement effective January 1, 2022; 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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—Chard, Snyder & Assoc  
Horan Associates  
Tammy Whitaker, OMB

**THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT  
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

**WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**

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**1. Introduction**

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to Plan Sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 105 Health Reimbursement Arrangement Plan (HRA). Request for services must be authorized by execution of this agreement by Warren County Board of County Commissioners ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

**2. TPA Service Package Synopsis**

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal Services such as plan drafting and / or legal counsel;
- Services required of the ERISA Plan Administrator as "defined in the Plan";
- Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

**3. Plan Sponsor Responsibilities**

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 105 Health Reimbursement Arrangement Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, plan year enrollment data, checking account and bank related information relating to the Plan, and changes in employment status and/or contributions of the Plan's Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor's advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to additional billable fees as described in the Fee Statement;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. Eligible Plans that setup Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that setup Recurring Contributions Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor;
- Payment of validated claims made pursuant to the Plan;
- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;
- Delegation of the responsibilities of ERISA Plan Administration;

- Delegation of the responsibilities of COBRA Plan Administration;
- Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;
- Compliance to Plan regulations under the Internal Revenue Code, as amended and any other governing regulations and/or entities.

#### 4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

#### 5. Terms of this Agreement

##### ➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either Party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either Party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching Party will have 30 (thirty) days to correct the breach. If the breaching Party does not correct the breach within that time, the non-breaching Party will have the right to terminate the Agreement. If TPA is the breaching Party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

##### ➤ Automatic Termination

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

##### ➤ Modifications and Amendments

This Agreement (and the attached Schedules) represents the entire Agreement between both Parties and may not be modified or amended except in writing by both Parties to be charged.

##### ➤ Rights of Assignment

This Agreement cannot be assigned without the other Party's written consent.

#### 6. Fee Schedule and Terms of Payment

##### ➤ Fees Statement and Guarantees

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses, customized and/or TPA nonstandard Plan Sponsor requested materials, IRC changes to the Plan that required plan design changes which may cause extraordinary labor, plan document revisions and mailing expenses, corrections of errors and information not provided in a compatible format by the Plan Sponsor which may cause extraordinary labor, TPA approved and reasonable changes to prototype plan documents requested by the Plan Sponsor, and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed for a period of 36 months, commencing on the date of this agreement.

➤ **Fee Frequency**

The TPA will provide billing for services as follows:

- Plan Document Fees, and Installation and Implementation Fees will be billed at or before the first month of the Plan Year;
- Base Annual Fee will be billed at or before the first month of the Plan Year;
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 105 Health Reimbursement Arrangement Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Health Reimbursement Arrangement Account for the Plan Year. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

## 7. Statement of Disclosure

The services provided in this engagement are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. However, the TPA will inform the Plan Sponsor of any material errors, fraud and/or illegal acts that come to attention, unless they are clearly inconsequential. In addition, the TPA has no responsibility to identify and communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control as part of this engagement.

## 8. Warranties, Representations and Understandings

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

**SCHEDULE A,  
TPA ADMINISTRATIVE SERVICES  
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

---

TPA provides assistance to Plan Sponsors who setup and administer the Health Reimbursement Arrangement under Section 105 of the Internal Revenue Code. The TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

**Section 105 Health Reimbursement Arrangement Plan Design and Document Services**

TPA will furnish a prototype Health Reimbursement Arrangement Plan Document, Summary Plan Description and other necessary forms for adoption of the Plan by the Plan Sponsor. These documents are only specimens and may be reviewed by your attorney or tax advisor at your discretion. TPA will not normally revise plan documents except for the creation of amendments or restatements as required by plan design changes. TPA will provide midyear plan amendments and/or restatements as established by the S105 IRC when applicable or requested by the client. Document service will be billed in accordance with Schedule 1.

**Section 105 Health Reimbursement Arrangement Plan Installation and Implementation Services**

Services to include setup of Plan in administration systems, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

**Section 105 Health Reimbursement Arrangement Plan Enrollment Services**

TPA is dedicated to providing education driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:

- Group Meetings
  - o On-site or web-enabled meetings
- Benefits Fairs
  - o Promotional Giveaways and Brochures, Question and Answer Session
- Enrollment Materials for eligible Employees
  - o Standard Enrollment Materials
  - o Online Enrollment

**Section 105 Health Reimbursement Arrangement Plan Administration Services**

The TPA will provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Health Reimbursement Account will be handled by the TPA. Following are the Plan Administration services provided by the TPA:

- Issue reimbursements (according to frequency indicated on Schedule 1)
- Provide entry of claims submitted by Participants
- Online account access, including claim status, claim preparation and account balances
- Provide payment register for check / direct deposit processing and auto debit services
- On-line Quarterly Employee Statements (Participants must provide email to receive statements)
- Provide On Demand On-Line reporting for Plan Sponsor
- Optional debit card program offered in accordance with Schedule 1 attached
- HRA 5500 preparation, when applicable

**SCHEDULE 1,  
TPA ADMINISTRATIVE CHARGES  
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

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- **Administration Fees**
  - Setup Fee: ..... \$200.00
  - Annual Renewal Fee: ..... \$200.00
  - Administration Fee (Per Participant Per Month):
    - Triweekly Reimbursements ..... \$4.75 (Minimum: \$100.00)
  - Midyear Termination Fee: ..... Plan administration fee through run-out period
  - Plan Year End Termination Fee: ..... Plan administration fee through run-out period

**ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL**

- **Plan Design & Document Services**
  - Renewal Plan Document Amendments/Restatements: ..... Included
  - Midyear or IRC Mandated Plan Document Amendments/Restatements: ..... \$250.00
- **Plan Enrollment Services**
  - Employee Meetings/Fairs/Webinars (each): ..... Included
  - Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH): ..... At Cost
  - Enrollment Materials:
    - Standard printed enrollment materials (each): ..... Included
    - Customized printed enrollment materials (materials, printing, time and labor): ..... At Cost
    - Online enrollment ..... Included
- **Plan Administration Services**
  - Reimbursement Payments to home address (based on reimbursement frequency): ..... Included
  - Online Quarterly Employee Statements by email: ..... Included
  - On-Demand Online Reporting to Employer: ..... Included
  - Direct Deposit Installation and Setup:
    - Data entry of Employee bank account information: ..... Included
    - ACH electronic transfers and Report Preparation (for Employer's and Employees' designated accounts): ..... Included
    - Direct deposit application forms (for participants): ..... Included
  - Debit Card Transaction Reports to Employer (if have debit card option): ..... Included
- **Optional Debit Card Fees (available for select HRA plan designs only)**
  - Debit Card Fee (global activation): ..... Included

**PLAN EXECUTION**  
**S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

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Employer: Warren County Board of County Commissioners

Address: 406 Justice Drive  
Lebanon, OH 45036

Agreement Effective: 01/01/2022 - 12/31/2024

Subsequent Plan Years: 01/01 - 12/31  
Month/Day – Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S105 Health Reimbursement Arrangement Plan Agreement.

Signed On

11/22/22

Signature

\* Tom Grossman

Name

Tom Grossman

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: PO Box 249  
Fort Washington, PA 19034-9998

President

Barb Yeaman

Date

11/16/2022



# Resolution

Number 22-1808

Adopted Date November 22, 2022

AUTHORIZING COUNTY PROSECUTOR TO FILE JOINT APPLICATION WITH THE COURT OF COMMON PLEAS FOR APPOINTMENT OF SPECIAL LEGAL COUNSEL RELATIVE TO PENDING LITIGATION AGAINST JUDGE DONALD ODA IN HIS OFFICIAL CAPACITY AS JUDGE OF WARREN COUNTY COMMON PLEAS COURT GENERAL DIVISION, AND REPRESENTING MAGISTRATE CARRIE HEISELE IN HER OFFICIAL CAPACITY AS MAGISTRATE OF THE WARREN COUNTY COMMON PLEAS COURT AND AUTHORIZING THE EXECUTION OF SAID APPLICATION

WHEREAS, a Complaint for a Writ of Prohibition has been filed in the Ohio Supreme Court, in Case No 2022-1242, State of Ohio Ex Rel. Peter Mather, et al. vs. Donald E. Oda II, and Carrie Ann Heisele.

WHEREAS, the Warren County Prosecutor is statutory legal counsel for the judge and magistrate named as Respondents, and there exists potential conflicts of interest in representing the judge and magistrate while these judicial officers are presiding over other ongoing litigation in which the Warren County Prosecutor is counsel of record.

WHEREAS, pursuant to Ohio Rev. Code § 305.14(A), upon the joint application of the prosecuting attorney and the board of county commissioners to the court of common pleas, the court of common pleas may authorize the board to employ special legal counsel to assist the prosecuting attorney, the board, or any other county officer in any matter of public business coming before such board or officer, and in the prosecution or defense of any action or proceeding in which such board or officer is a party or has an interest, in its official capacity; and

WHEREAS, Greene County Assistant Prosecuting Attorney Megan A. Hammond has agreed that she will represent Judge Oda and Magistrate Heisele for no fees; and

NOW, THEREFORE, BE IT RESOLVED that the Board hereby authorizes the County Prosecutor to file a joint application with the Court of Common Pleas for the appointment of special legal counsel to represent Judge Donald Oda and Magistrate Carrie Heisele in *State ex rel Mather, et al vs. Judge Donald Oda, et al., Supreme Court Case Number 2022-1242.*

BE IT FURTHER RESOLVED that the Board President or Vice President is hereby authorized to execute the application for appointment of special legal counsel, a copy of which is attached hereto.

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 22<sup>nd</sup> day of November 2022.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Prosecutor (file) Common Pleas (file)  
Commissioners file