

# Resolution

Number 20-1208

Adopted Date September 01, 2020

APPROVE JOB ABOLISHMENT OF THE FISCAL COORDINATOR POSITION WITHIN  
WARREN COUNTY OHIOMEANSJOBS

WHEREAS, the position of Fiscal Coordinator has been vacant since April 24, 2020; and

WHEREAS, the Director has requested to abolish the Fiscal Coordinator position and split the essential duties between two current active positions within the department; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Board of Commissioners hereby approves the job abolishment of the Fiscal Coordinator position within Warren County OhioMeansJobs, effective September 1, 2020.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)  
Classification/Compensation File  
OMB – Sue Spencer

# Resolution

Number 20-1209

Adopted Date September 01, 2020

## AMEND CLASSIFICATION SPECIFICATION OF OMJ SUPERVISOR WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Human Resources Manager has reviewed the classification specification of Supervisor and has requested that said classification specification be amended by updating the duties of the OMJ Supervisor due to the abolishment of the Fiscal Coordinator position; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification; and

NOW THEREFORE BE IT RESOLVED; to amend the classification specification of OMJ Supervisor, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of OMJ Supervisor, effective September 1, 2020.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: Classification/Compensation file  
OhioMeansJobs (file)  
OMB –Sue Spencer

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
An Equal Opportunity Employer

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TITLE: OMJ Supervisor  
CLASS NUMBER: 0460051704  
PAY RANGE: A

JOB RESPONSIBILITIES: Performs other duties as required.

Under direction of the of OMJ Director and in cooperation with other partner agencies, promotes Employment and Training services; performs intake and eligibility determination; counsels eligible participants; provides case management of 45-80 active WIA participants; performs needs assessments and cost analyses; monitors training expenses; maintains an on-going awareness of current training programs, employment opportunities and community resources; performs career exploration and financial aid searches; maintains public relations; performs EEO/AA orientation; monitors participant progress; performs customer advocating duties (core services) in the One-Stop; performs Selective Services and offender status searches; assists in planning and reviewing agency activities, policies and plans and supervises the daily activities of the staff as designated by the OMJ Director; directs the agency in the absence of the One-Stop Director; supervises job search activities in OMJ; assists in developing and carrying out agency goals, objectives and policies; attends conferences and meetings on behalf of the agency and the County Commissioners; represents County interests related to WIA and the OMJ Center; promotes Workforce Investment services; maintains public relations and markets OMJ activities and services to the community; maintains a schedule for the Resource Room; schedules training for staff; prepares customer authorization paperwork for submission to the Director and Board of Commissioners; acts as EEO Officer for the WIA program; works cooperatively with the Director in scheduling of the One-Stop facility; performs outreach to the community; in cooperation with the Director, carries out special projects at the direction of the OMJ Director; prepares group presentations; carries out procurement process for OMJ purchased goods and services; may provide Rapid Response services and coordinate Re-employment Services activities; as assigned, acts as building safety coordinator; attends regularly scheduled case management meetings; prepares and maintains reports and other documentation; attends State training sessions as requested.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of four (4) years post-secondary education in guidance, education, counseling, social sciences, personnel management or other related fields and/or four(4) years of responsible experience with a business, government, community based organization or public education facility, or equivalent; ability to obtain State of Ohio drivers license and provide own transportation.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Under the Direction of the OMJ Director performs intake and eligibility, including multi-agency, multi-program eligibility determination and conducts orientation session within the office and/or school; maintains an active caseload of 45-80 participants;

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WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: OMJ Supervisor  
CLASS NUMBER: 0460051704  
PAY RANGE: A

2. Performs customer outreach, interviews and assesses eligible applicants to determine employability and suitability for multi-agency services (e.g., interprets testing data relative to the applicants); counsels eligible participants in career planning and with the participant, develops the Individual Employment Plan (IEP) and review the IEP to ensure that the goals, objectives and expenditures are appropriate and being completed as expected; performs EEO/AA orientation; performs customer resource needs assessment; performs Selective Service and offender record searches, as necessary and appropriate; facilitates and recommends payment for supportive services, within the guidelines of the State Plan and State and Federal law; attends regularly scheduled case management meetings;
3. Performs cost analysis of training option; establishes and authorizes Individual Training Accounts for eligible customers and prepares and conveys the proper authorization to the training institution; monitors customer training expenses to help determine agency fiscal obligation;
4. Performs accurate and complete calculations on client financial obligations and prepares information for submission and approval in a timely manner, updates fiscal obligation information in a timely and accurate manner;
5. Monitors participant's progress at training sites, gains access to and monitors the site to ensure compliance and enforcement of regulatory requirements (e.g., provides thorough and direct supervision and training of the participants); performs participant follow up and exits participants from the program in a timely manner and effective manner;
6. Acts as Customer Advocate in OMJ and provides core services to a universal customer; registers customers on the job search databases; maintains an on-going awareness of current sites for job search opportunities; performs career exploration activities and financial aid searches;
7. Assists in planning and reviewing agency activities; policies and plans and supervises daily activities of the staff designated by the Director; directs the agency in the absence of the Director;
8. Perform financial duties that include: all payroll functions: monitor and maintain all documentation related to payroll, time keeping and internal personnel files; monitor requests for payments from service providers; process payables and receivables; maintain department inventory and submit annual inventory report to Auditor; and gather info and prepare for all audits and monitoring conducted within the department.
9. Processes random moment sampling for the department, including distribution and entering of information into the state system.
10. Performs eligibility determination of applicants, review and audit client files for accuracy, enter client information into state tracking database, assist in the monitoring of performance standards and maintain quality control on customer data performance information.



CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: OMJ Supervisor  
CLASS NUMBER: 0460051704  
PAY RANGE: A

11. Signs documents in the absence of the Director; approves and signs leave forms in the absence of the Director; schedules training for staff and schedules and coordinates staff meetings;
12. Works in cooperation with the Director to schedule the one-stop facility;
13. Attends meetings and conferences on behalf of the agency and the County Commissioners; represents County interests related to WIA and Workforce One of Warren County; connects with one-stop support systems; performs outreach to the community;
14. Supervises job search activities in the one-stop and maintains a schedule for the Resource Room;
15. Prepares customer authorization paperwork for submission to the Director and the Board of Commissioners;
16. Maintains public relations and markets one-stop activities and services to the community;
17. Acts as EEO officer for the WIA program;
18. Carries out special projects at the request of the Director; prepares group presentations;
19. Responsible for initiating and maintaining positive daily public relations; may provide presentations to other agencies and governmental organizations, potential training contractors, resource providers (e.g., Juvenile Court, Children Services, Mental Health, Alcohol and Drug Rehabilitation); coordinates with other organizations and agencies;
20. Serves on various committees and councils, with the approval and authorization of the Director, and conveys appropriate information to other staff relating to these committees;
21. As assigned, works cooperatively with ODJFS to provide Re-employment Services activities for those referred;
22. As assigned, performs Rapid Response activities, often in collaboration with other local entities; develops and maintains positive relationships with local Rapid Response teams members;
23. As assigned, acts a building safety coordinator to assure OSHA compliance, maintenance of safety records and MSDS documentation for the building and/or agency;
24. Participates with the partners in the One-Stop activities and information sharing; attends case management meetings;

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WARREN COUNTY BOARD OF COMMISSIONERS  
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TITLE: OMJ Supervisor  
CLASS NUMBER: 0460051704  
PAY RANGE: A

25. Provides instruction to customers on job seeking and retention skills;
26. Prepares, collects and distributes various reports, correspondence and other related materials;
27. Performs follow-up activities; is responsible for attainment of agency performance standards;

**KNOWLEDGE, SKILLS AND ABILITIES:** Necessary to perform duties.

Knowledge of: WIA program services\*; familiarity with ODJFS and WCDHS program services\*; WIA reporting system\*; career exploration and financial aid exploration programs\*; operational procedures and practices, multiple agency policies and procedures\*; interpersonal communications skills, training curriculum; innovative and creative processes of instructional delivery to be used on a daily basis; basic principles of vocational training and development; interview techniques and EEO/AA regulations and guidelines; educational testing mechanisms and assessment criteria and vocational education; and basic accounting functions.

Ability to: Analyze and interpret pre-test results, ISS and/or IEP of participants; communicate effectively; collect, analyze and interpret data; develop and maintain effective working relationships with supervision, training contractors and participants; adapt to frequent changes in daily schedule; identify problem areas and recommend corrective measures; apply and interpret relevant laws and procedures; provide counseling and referrals to appropriate agencies; operate a motor vehicle, maintain time schedules and performance standards; select, develop and maintain accurate documents; disseminate and enforce state and federal wage, labor and EEO laws.

# Resolution

Number 20-1210

Adopted Date September 01, 2020

## AMEND CLASSIFICATION SPECIFICATION OF DIRECTOR WITHIN WARREN COUNTY OHIO MEANS JOBS

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Human Resources Manager has reviewed the classification specification of Director and has requested that said classification specification be amended by updating the duties of the Director due to the abolishment of the Fiscal Coordinator position; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the amended classification specification; and

NOW THEREFORE BE IT RESOLVED; to amend the classification specification of Director, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Director, effective September 1, 2020.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Classification/Compensation file  
OhioMeansJobs (file)  
OMB –Sue Spencer

CLASSIFICATION SPECIFICATION  
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TITLE: Director of OMJ  
CLASS NUMBER: 0428052908  
PAY RANGE: C

**JOB RESPONSIBILITIES:** Performs other duties as required.

Under administrative direction, coordinates all activities of the OMJ and the Workforce Investment program; plans and reviews agency activities, policies and writes required plans; provides vision and direction to OMJ functions; maintains responsibility for carrying out agency goals and objectives; works cooperatively with One-Stop partners and the Regional Board to plan and implement workforce activities; evaluates on-going programs and participates in the planning of future programs; attends conferences and meetings on behalf of the agency and the County Commissioners; has responsibility for fiscal oversight of agency funds; oversees performance of One-Stop contracted service providers; represents County interests related to WIA and the OMJ Center; promotes Workforce Investment services; promotes interagency cooperation; works with other agencies and organizations to coordinate training programs and services; connects with OMJ support systems; maintains public relations and markets One-Stop activities and services to the community; is responsible for completion of monthly reports; performs outreach to the community; maintains contacts with State and regional staff on WIA and OMJ policy issues; oversees and/or carries out special projects; maintains detailed records; interviews applicants and makes hiring recommendations; coordinates and guides grant application process; prepares group presentations; provides staff support to the Regional Policy Board; oversees educational activities in the OMJ and staff functions related to these activities; signs purchase orders and voucher payments; provides coordination and guidance to OMJ employees and programs; directs supervisory staff; provides technical assistance to staff.

**QUALIFICATIONS:** Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of four (4) years post-secondary education in guidance, education, counseling, social sciences, personnel management or other related fields and/or four(4) years of responsible experience with a business, government, community based organization or public education facility, or equivalent; ability to obtain State of Ohio drivers license and provide own transportation.

**ILLUSTRATIVE DUTIES:** The duties listed below are intended to depict tasks performed by this classification.

1. Plans and reviews agency activities, policies and writes required plans; maintains responsibility for carrying out agency goals, objectives and policies;
2. Provides vision and direction for OMJ functions and activities;

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS  
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TITLE: Director  
CLASS NUMBER: 0428052908  
PAY RANGE: C

3. Works cooperatively with One-Stop partners and the Regional Board to plan and implement workforce activities;
4. Communicates with Regional Policy Board members and staff and facilitates activities planned by the Regional Policy Board; performs outreach to the Board; aids in the recruitment of Board members
5. Attends conferences and meetings on behalf of the agency and the County Commissioners; represents County interests related to WIA and the One-Stop Center; promotes Workforce Investment services;
6. Has responsibility for fiscal oversight of agency funds; signs purchase orders, vouchers for payment, travel requests, prepares and inputs information for month end reports for local and state reporting systems, post all entries to the proper cost categories, manage cash flow, prepares multiple state fiscal reports, prepare and monitor budgets, reconciles cash balance with Auditor's financial records
7. Directs oversight of performance of OMJ contracted service providers;
8. Works with other agencies and organizations to coordinate training programs and services; promotes interagency cooperation;
9. Evaluates on-going programs and participates in planning of future programs; directs scheduling of classes and programs
10. Connects with OMJ support systems;
11. Maintains public relations and markets OMJ activities and services to the community; performs outreach to the community; prepares and gives group presentations to local civic groups and State and local agencies;
12. Is responsible for completion of monthly reports; maintains detailed records;
13. Maintains contacts with State and regional staff on WIA and OMJ policy issues;
14. Oversees and/or carries out special projects; and provides staff support to the Regional Policy Board;
15. Oversees educational activities in the OMJ and staff functions related to these activities; provides coordination and guidance to One-Stop employees and programs;

CLASSIFICATION SPECIFICATION  
WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: Director  
CLASS NUMBER: 0428052908  
PAY RANGE: C

16. Oversees supervisory staff
17. Interviews job applicants and makes hiring recommendations
18. Provides technical support to staff.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: WIA and OMJ program services\*, operational procedures and practices\*, agency policies and procedures\*, State reporting system\*, general knowledge of ODJFS and WCDHS programs and activities\*; interpersonal communication skills, training curriculum; innovative and creative processes of instructional delivery to be used on a daily basis; basic principles of vocational training and development; interview techniques and basic principles of vocational training and development; interview techniques and EEO/AA regulations and guidelines and vocational education; basic accounting functions.

Ability to: Ability to develop and maintain effective working relationships with supervision, associates, testing centers, training contractors, OMJ partners, Regional Board members and staff; and participants; identify problem areas and recommend corrective measures; apply and interpret school law and procedures; provide counseling and make referrals to appropriate agencies; operate a motor vehicle, maintain time schedules and performance standards; select, develop and modify, implement and evaluate materials and methodologies; prepare and maintain accurate documents; disseminate and enforce state and federal wage, labor and EEO laws.

# Resolution

Number 20-1211

Adopted Date September 01, 2020

APPROVE PAY INCREASE FOR MATT FETTY, DIRECTOR AND MICHAEL STERN,  
SUPERVISOR WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, due to the abolishment of the Fiscal Coordinator position the essential duties of said position have been re-assigned to the director and supervisor positions; and

NOW THEREFORE BE IT RESOLVED, to approve the pay increase for Matt Fetty, Director to \$2,480.77 bi-weekly and approve pay increase for Michael Stern, Supervisor, to \$1,874.12 bi-weekly, effective pay period beginning August 29, 2020.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

HR

cc: OhioMeansJobs (file)  
M. Fetty's Personnel file  
M. Stern's Personnel file  
OMB – Sue Spencer

# Resolution

Number 20-1212

Adopted Date September 01, 2020

APPROVE PROMOTION OF KIMBERLY JENT TO THE POSITION OF EMERGENCY COMMUNICATIONS SUPERVISOR WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, it is the desire of the Board to promote Kimberly Jent to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Kimberly Jent to the position of Emergency Communications Supervisor within the Emergency Services Department, classified, full-time, permanent, non-exempt, at a rate of \$28.46 per hour in accordance with the Emergency Services Operators/Supervisors Compensation Plan, effective pay period beginning August 26, 2020; and

BE IT FURTHER RESOLVED, Ms. Jent will receive a three (3) percent increase upon completing the remainder of her 365-day probationary period on January 19, 2021.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)  
Kimberly Jent's Personnel file  
OMB – Sue Spencer



# Resolution

Number 20-1213

Adopted Date September 01, 2020

ACCEPT RESIGNATION OF ALLISON LYONS, COMMUNITY MANAGER, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT, EFFECTIVE SEPTEMBER 11, 2020

BE IT RESOLVED, to accept the resignation of Allison Lyons, Community Manager, within Warren County Telecommunications Department, effective September 11 2020.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Telecom (file)  
A. Lyons' Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 20-1214

Adopted Date September 01, 2020

SET PUBLIC HEARING TO CONSIDER TEXT AMENDMENTS TO THE WARREN COUNTY RURAL ZONING CODE TO AMEND SECTION 1.312(C) (ADMINISTRATIVE APPEAL FEES), SECTION 3.101(E) & (F) (AGRICULTURAL USE REGULATIONS IN SUBDIVISIONS) AND SECTION 1.305, 2.5 (PLANNED UNIT DEVELOPMENT)

BE IT RESOLVED, to set the public hearing (Case #2020-04) to consider text amendments to the Warren County Rural Zoning Code to amend Section 1.312(C) (Administrative Appeal Fees), Section 3.101(E) & (F) (Agricultural Use Regulations in Subdivisions) and Section 1.305, 2.5 (Planned Unit Development); said public hearing to be held September 29, 2020, at 9:15 a.m. in the Commissioners' Meeting Room, 406 Justice Drive, Lebanon, Ohio; and

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

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: RPC  
RZC (file)  
Text Amendment file

# Resolution

Number 20-1215

Adopted Date September 01, 2020

APPROVE AND AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A GRANT AGREEMENT (3-39-0045-021-2020) BY AND BETWEEN THE FAA AND THE WARREN COUNTY BOARD OF COMMISSIONERS RELATIVE TO THE WARREN COUNTY JOHN LANE FIELD AIRPORT

BE IT RESOLVED, to approve and authorize the County Administrator to sign a FY2020 (3-39-0045-021-2020) grant agreement with the FAA relative to tree obstruction removal in RPZ within an existing easement; as attached hereto and made a part hereof.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tz/

cc: c/a—FAA  
Airport Authority (file)  
B. Quillen  
T Zindel  
Al Wolfson



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANTS AGREEMENT

### Part I - Offer

Federal Award Offer Date August 25, 2020

Airport/Planning Area Warren County/John Lane Field Airport

Grant Number 3-39-0045-021-2020

Unique Entity Identifier 784327608

TO: Warren County Airport Authority

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

Warren County Commissioners

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated April 13, 2020, for a grant of Federal funds for a project at or associated with the Warren County/John Lane Field Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Warren County/John Lane Field Airport (herein called the "Project") consisting of the following:

Tree Obstruction Removal (easement parcel 5 – Trees only 0.9 acres  
which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$65,660.  
  
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):  

\$ 0	for planning
\$ 65,660	airport development or noise program implementation; and,
\$ 0	for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
  
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 8, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality**. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase**. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects if funds are available;
  - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
20. **Ban on Texting While Driving**.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
21. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.
22. **Exhibit "A" Property Map.** The Exhibit "A" Property Map included in the approved Airport Layout Plan drawing set dated 9/27/2010, is incorporated herein by reference.
23. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds;
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal office or employee responsible for oversight of a grant program;
    - v. A court or grand jury;
    - vi. A management office of the grantee or subgrantee; or
    - vii. A Federal or State regulatory enforcement agency.



3. **Submission of Complaint** — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  4. **Time Limitation for Submittal of a Complaint** — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  5. **Required Actions of the Inspector General** — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
  6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
24. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.
25. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

#### SPECIAL CONDITIONS

26. **Environmental.** The environmental approval for this project was issued on January 10, 2020.
27. **Obstruction Removal.** The Sponsor agrees to clear Parcel(s) 5, as shown on Exhibit "A" Property Map, of the following obstructions: tree prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

*Stephanie R. Swann*

Stephanie R. Swann (Aug 25, 2020 12:21 EDT)

*(Signature)*

Stephanie R. Swann

*(Typed Name)*

Deputy Manager, DET ADO

*(Title of FAA Official)*

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Dated August 25, 2020

Warren County Airport Authority

*(Name of Sponsor)*

Alan B Wolfson

Alan B Wolfson (Aug 25, 2020 12:31 EDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Alan B Wolfson

*(Typed Name of Sponsor's Authorized Official)*

**Title:** Secretary-Treasurer

*(Title of Sponsor's Authorized Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Bruce A. McGary, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at August 25, 2020

By: Bruce A. McGary  
Bruce A. McGary (Aug 25, 2020 13:34 EDT)  
*(Signature of Sponsor's Attorney)*

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated September 1, 2020

Warren County Commissioners

*(Name of Sponsor)*

Tiffany Zindel

Tiffany Zindel (Sep.1, 2020 14:56 EDT)

*(Signature of Sponsor's Authorized Official)*

**By:** Tiffany Zindel

*(Typed Name of Sponsor's Authorized Official)*

**Title:** County Administrator

*(Title of Sponsor's Authorized Official)*

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<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, Bruce A. McGary, Asst. Prosecutor, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Ohio. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at September 1, 2020

By: Bruce A. McGary, Asst. Prosecutor  
Bruce A. McGary, Asst. Prosecutor (Sep 1, 2020 15:06 EDT)  
*(Signature of Sponsor's Attorney)*

## ASSURANCES

### AIRPORT SPONSORS

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#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

##### 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

##### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

##### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

## 1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

### FEDERAL LEGISLATION

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.



- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### EXECUTIVE ORDERS

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- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice

#### FEDERAL REGULATIONS

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- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 – Airport noise compatibility planning.
- f. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 – Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 – New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

#### **FOOTNOTES TO ASSURANCE C.1.**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended,

for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### **7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any

books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or

otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  1. furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
    - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities
    - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
    - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
    - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any



services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

- e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
  - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
  - a. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is

to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language.

It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Warren County Airport Authority and Warren County Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose

sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.





**FAA**  
**Airports**

## Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and

[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN

NUMBER	TITLE
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program

NUMBER	TITLE
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 20-1216

Adopted Date September 01, 2020

ADVERTISE FOR BIDS FOR WARREN COUNTY JAIL & SHERIFF'S OFFICE A/V SYSTEMS PROJECT

BE IT RESOLVED, to advertise for bids for the Warren County Jail & Sheriff's Office A/V Systems Project; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of September 13, 2020; bid opening to be September 29, 2020 at 10:00 a.m.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Facilities Management (file)  
OMB Bid file

# Resolution

Number 20-1217

Adopted Date September 01, 2020

APPROVE NOTICE OF INTENT TO AWARD BID TO PANETTA EXCAVATING, INC. FOR THE FY19 HARVEYSBURG STORM & SANITARY IMPROVEMENT CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., August 25, 2020, and the bids were received, opened and read aloud for the FY19 Harveysburg Storm & Sanitary Improvement CDBG Project for the Grants Administration Office, and the results are on file in the Board of Commissioners' Office; and

WHEREAS, the Warren County Grants Coordinator, has determined that Panetta Excavating, Inc., is the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Grants Coordinator, that it is the intent of this Board to award the bid to Panetta Excavating, Inc., 232 St. Rt. 28, Blanchester, Ohio, for a total bid price of \$239,197.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KH\

cc: OGA (file)  
OMB Bid file  
[scampbell@joneswarner.com](mailto:scampbell@joneswarner.com)

# Resolution

Number 20-1218

Adopted Date September 01, 2020

ENTER INTO CONTRACT WITH JOHN R. JURGENSEN COMPANY FOR THE FY20 FRANKLIN TOWNSHIP GRANDVIEW PAVING CDBG PROJECT

WHEREAS, pursuant to Resolution #20-1150, adopted August 18, 2020, this Board approved a Notice of Intent to Award Bid for the FY20 Franklin Township Grandview Paving CDBG Project to John R Jurgensen Company, for a total bid price of \$106,700.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with John R Jurgensen Company, 11641 Mosteller Road, Cincinnati, Ohio, for a total bid price of \$106,700.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: c/a— John R. Jurgensen Company  
OGA (file)  
OMB Bid file



## CONTRACT

THIS AGREEMENT, made this 1st day of September 2020, by and between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and John B. Jurgensen, doing business as a corporation, hereinafter called "Contractor".

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

**"FY2020 Franklin Township Grandview Paving Project"**

hereinafter called the project, for the sum of One hundred and six thousand, seven hundred Dollars (\$106,700) and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and at his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and to fully complete the project by within sixty days of date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter until such time as work is completed.

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

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

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

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

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

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

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

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

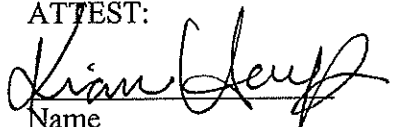
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

(Seal)

WARREN COUNTY BOARD OF COMMISSIONERS

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


ATTEST:



\_\_\_\_\_  
Name

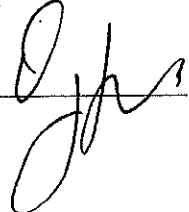
\_\_\_\_\_  
Shannon Jones

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



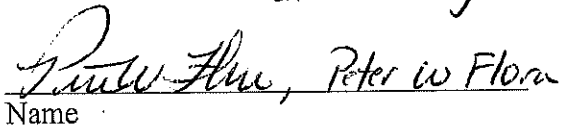
(Seal)

ATTEST:



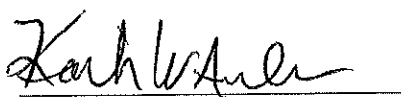
\_\_\_\_\_  
Name

CONTRACTOR *John R Jurgensen Co*

  
\_\_\_\_\_  
Name

*Vice President,*  
\_\_\_\_\_  
Title

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Keith Anderson  
Assistant County Prosecutor

# Resolution

Number 20-1219

Adopted Date September 01, 2020

**APPROVE AND ENTER INTO AN EQUIPMENT AND MAINTENANCE AGREEMENT  
WITH RICOH ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY**

BE IT RESOLVED, to enter into an equipment agreement with RICOH, regarding the purchase of the Ricoh IMC3000 Color PTO copier AND to approve and authorize the President of the Board to execute a Maintenance Agreement, for the copier located in OhioMeansJobs Warren County, with Ricoh; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ricoh  
OhioMeansJobs (file)



**ORDER AGREEMENT**

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

Sales Type: CASH

EQUIPMENT BILL TO INFORMATION			
Customer Legal Name: OHIOMEANSJOBS WARREN COUNTY			
Address Line 1: 300 E SILVER ST		Contact: Matthew Fetty	
Address Line 2:		Phone: (513)695-3032	
City: LEBANON		E-mail: fettmb@ohioworkforce.com	
ST/Zip: OH/45036-1800	County: WARREN	Fax:	

Check all that apply:

- PO Included PO#  PS Service (Subject to and governed by additional Terms and Conditions)
- TS PO# (if applicable)
- Sales Tax Exempt (Attach Valid Exemption Certificate)  IT Service (Subject to and governed by additional Terms and Conditions)
- Syndication  Fixed Rate Service Term
- Add to Existing Service Contract # \_\_\_\_\_

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: OHIOMEANSJOBS WARREN COUNTY			
Address Line 1: 300 E SILVER ST		Contact: Matthew Fetty	
Address Line 2:		Phone: (513)695-3032	
City: LEBANON		E-mail: fettmb@ohioworkforce.com	
ST/Zip: OH/45036-1800	County: WARREN	Fax:	
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60 Months	QUARTERLY	SEMI-ANNUALLY	SILVER

SHIP TO INFORMATION									
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax					
OHIOMEANSJOBS WARREN COUNTY	300 E SILVER ST	LEBANON OH/45036-1800 WARREN	Matthew Fetty	(513)695-3032 fettmb@ohioworkforce.com					
PRODUCT INFORMATION									
Product Description	QTY	Service Level	Total BM/ Allowance SEMI-ANNUALLY	BNV Ovg	Total Color Allowance SEMI-ANNUALLY	Color Ovg	Service Base QUARTERLY	Sell Price	Extended Sell Price
RICOH IMC3000 CONFIGURABLE PTO MODEL	1	SILVER	12000	0.0099	3000	0.0817	\$208.35	\$4,721.07	\$4,721.07

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price
TS NETWORK & SCAN CONNECT - SEG BC2	1	\$173.85	\$173.85



**ORDER TOTALS**

<b>Service Type Offerings:</b>	<b>Product Total:</b>	\$4,721.07
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services :</b>	\$173.85
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>BuyOut After Promotions:</b>	\$0.00
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total: (Excludes Tax)</b>	\$4,894.92
<b>Additional Provisions: Insert ANY additional provisions here</b>		

**TERMS AND CONDITIONS PRODUCT PURCHASE AND MAINTENANCE SERVICE**

Customer may acquire equipment, software, and/or hardware products ("Products") and maintenance services ("Services") from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance.

**Order, Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

**Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications), or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

**Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am -- 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

**Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term (defined below) of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to seven percent (7%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

**Term: Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is

given. The duration of the initial term and any extension or renewal thereof are collectively referred to as the "Term." Customer may terminate any Order under this Agreement prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24<sup>th</sup>) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

**Payment; Taxes.** Payment is due upon receipt of invoice. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

**Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

**Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

**Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Order that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

**Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

**Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

**Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO

ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

**Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

**Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.


**Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

**Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor, any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

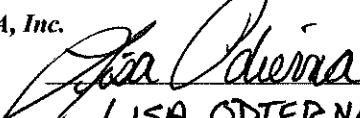
**Advice of Counsel.** Customer represents and warrants that it has obtained or has had the opportunity to obtain the advice of legal counsel of its choice prior to executing this Order and thereby executes this Order knowingly and willingly after receiving such legal advice.

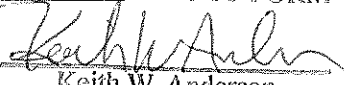
**Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Ohio without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of Ohio to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Accepted by Customer

Authorized Signature:   
Printed Name: David L. Young  
Title: President  
Date: 9-1-2020

Accepted by Ricoh USA, Inc.

Authorized Signature:   
Printed Name: LISA ODIERNA  
Title: V.P. Managing Director  
Date: 8-24-2020

  
Date: APPROVED AS TO FORM  
Keith W. Anderson  
Asst. Prosecuting Attorney



# Resolution

Number 20-1220

Adopted Date September 01, 2020

APPROVE AGREEMENT AND ADDENDUM WITH GATEWAY TO SUCCESS, LLC AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

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

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Gateway to Success, LLC  
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 Gateway to Success, LLC, hereinafter "Provider," whose address is:

Gateway to Success, LLC  
3493 Craig Ave  
Cincinnati, OH 45211

Collectively the "Parties."

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## RECITALS

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

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

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

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

### Article I. SCOPE OF PLACEMENT SERVICES

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

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

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

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

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

#### Section 1.03 EXHIBITS

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

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

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **07/01/2020** through **05/31/2021**, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

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

### Article III. ORDER OF PRECEDENCE

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

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

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

## Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

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

## Article V. PROVIDER RESPONSIBILITIES

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

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

Emergency situations include but are not limited to the following:

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

completed.

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

## **Article VI. AGENCY RESPONSIBILITIES**

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

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

**Article VII. INVOICING FOR PLACEMENT SERVICES**

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

**Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

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

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

## **Article XII. INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

**Article XV. AMENDMENTS**

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

**Article XVI. NOTICE**

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

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

if to Provider , to Gateway to Success, LLC  
3493 Craig Ave  
Cincinnati, OH 45211

**Article XVII. CONSTRUCTION**

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

**Article XVIII. NO ASSURANCES**

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

**Article XIX. CONFLICT OF INTEREST**

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

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

## **Article XX. INSURANCE**

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

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

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

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

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

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

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

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

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

F. The Provider further agrees with the following provisions:

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

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

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



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

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

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

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

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

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

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

### **C. Rehabilitation**

- 1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(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, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

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

**SIGNATURES OF PARTIES:**

Provider:	<i>Gateway to Success, LLC / Administrator CEO</i>	
Printed Name	Gateway to Success, LLC	Date 9.11.20
Agency:	<i>[Signature]</i>	
Printed Name	Warren County Children Services	Date 8/14/2020

**APPROVED AS TO FORM**  
  
**Kathryn M. Horvath**  
**Asst. Prosecuting Attorney**

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

**ADDENDA TO AGREEMENT**

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

<b>Provider</b> Gateway to Success, LLC		
<b>Street/Mailing Address</b> 3493 Craig Ave		
<b>City</b> Cincinnati	<b>State</b> OH	<b>Zip Code</b> 45211

Contract ID : 19209563

Originally Dated :07/01/2020 to 05/31/2021

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

Amendment Number 1 :

Amendment Reason:

OTHER

Amendment Begin Date:

07/01/2020

Amendment End Date :

05/31/2021

Increased Amount:

\$0.00

Article Name:

Article I. Scope of Placement Services

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency : Warren County Children Services

Run Date: 07/09/2020

Provider / ID : Gateway to Success, LLC/ 27692726

Contract Period : 07/01/2020 - 05/31/2021

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Craig Avenue Group Home (20930)	7622613			\$281.00	\$8.00							\$289.00	07/01/2020	05/31/2021

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

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

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

**AMENDMENT #1:**

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

**AMENDMENT #2:**

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

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

**AMENDMENT #3:**

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

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

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

**AMENDMENT #4:**

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 20-1220, dated 9/1/20, and by the duly authorized \_\_\_\_\_ of \_\_\_\_\_ [Provider].

**SIGNATURES OF PARTIES:**

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

9/1/20  
Date \_\_\_\_\_

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed by:

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

Approved as to Form:

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



AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Hamilton

I, Detra Jett, holding the title and position of C.E.O. at the firm Gateway To Success, 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.

Detra Jett  
AFFIANT

Subscribed and sworn to before me this 4 day of August 2020

T. A. Hellmann  
(Notary Public),  
Hamilton County.



TERESA A. HELLMANN  
Notary Public, State of Ohio  
My Commission Expires 04-18-2021

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

# Resolution

Number 20-1221

Adopted Date September 01, 2020

AUTHORIZE THE PRESIDENT OF THE BOARD TO APPROVE AN AGREEMENT WITH SOUND COMMUNICATIONS, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR VERINET MEDIA RECORDER PROJECT

BE IT RESOLVED, to authorize the President of the Board to enter into an agreement with Sound Communications, Inc. on behalf of Warren County Telecommunications to approve quote for Verint v15 Media Recorder project for Public Safety and 911 recording sound equipment as attached hereto and a part hereof.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Sound Communications, Inc.  
Telecom (file)

A VOICE LOGGING QUOTATION FOR:

# VERINT

## V15




**Paul Kindel**  
Director  
Warren County Ohio  
513-695-1318  
paul@wcoh.net

**Request for Proposal**  
**Logging Recording Equipment**  
Budgetary

Presented By:



	<p><b>Tim Minton</b>  <a href="mailto:tminton@soundcommunications.com">tminton@soundcommunications.com</a>          Sound Communications Inc.          800-556-8556 x 9055 Toll Free          614-875-8179 FAX  <a href="http://www.soundcommunications.com">www.soundcommunications.com</a></p>
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NOTE: At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this quote unless and until a final quote is issued, and SCI accepts an order from Customer for such products and services. This quote expires in 45 days from the above quoted date. The pricing quoted does not include shipping, customers brokerage, insurance, duties, excise, sales, or other taxes or similar charges.

**"RESTRICTED & PROPRIETARY INFORMATION"**

This document contains Proprietary Information which is provided solely in connection with the specific opportunity identified herein. Sound Communications Inc. provides this proprietary information to the organization named, solely for its use in connection with this opportunity and it may not be disclosed to anyone outside the disclosed to party without the prior written consent of Sound Communications Inc.

Tuesday, August 18, 2020

# Verint v15 Media Recorder Quotation

Date: 18/Aug/2020

End-User: Warren County Telecommunications Department

Prepared by: DCC

Quote ID: Verint v15.2 - Warren - 081820DCC



Pricing Valid 45 Days

Notes: Verint v15.2 for PS - 602 Total Seats (512 Talk groups, 90 TDM) v15.2 Operational Recording. Migration of legacy recordings from v5 to v15 are not included. AD & SSO is quoted on Options page and not included in the total cost.

Part Number	Description	QTY	List Price (Each)	List Price (Extended)	Warren County Price (Each)	Warren County Price (Extended)
<b>Software &amp; Licensing</b>						
SCI-V15-0024	Verint v15.2 PS Recording Server Software & Integration - Production <ul style="list-style-type: none"> <li>• Base Channel License</li> <li>• (1) License for VoIP VAM usage</li> <li>• (1) Verint Media Recorder Server Version 15 Base system license</li> <li>• (1) Verint Media Recorder v15 NAS Upload</li> <li>• Verint Media Recorder v15 CTI integration including but not limited to Avaya, Cisco, Nortel, Siemens, Aspect, Alcatel, Mitel, etc..</li> <li>• NENA-Standard Serial CAD Spill Integration</li> <li>• Free Seating License</li> </ul>	2	\$2,500.00	\$5,000.00	\$850.00	\$1,700.00
SCI-V15-0011	Conversion from AL5.x - Audiolog Operational Recording (per Audiolog Seat) to Verint v15.2 PS Call Recording( Channel based) <ul style="list-style-type: none"> <li>• Verint Media Recorder v15 Recording Seat License</li> <li>• Verint Media Recorder v15 Interactions Player</li> <li>• Verint Media Recorder v15 Instant Recall Plus Client</li> <li>• Verint Media Recorder v15 Insight Center</li> <li>• Verint Media Recorder v15 Remote Live Monitoring</li> <li>• Verint Media Recorder v15 Reporting</li> <li>• AIM- Agent Initiated Monitoring - Record-on-Demand</li> </ul>	90	\$520.00	\$46,800.00	\$176.80	\$15,912.00
SCI-V15-0012	Upgrade from AL5.x - Trunked Radio Talkgroup to Verint Public Safety Named Radio Talkgroup	512	\$260.00	\$133,120.00	\$88.40	\$45,260.80
SCI-V15-0030	Conversion from AL5.x - Audiolog Screen Recording to Verint Public Safety Screen Capture (Channel-based)	16	\$175.00	\$2,800.00	\$122.50	\$1,960.00
SCI-VMR-3442	Customer Furnished Equipment License- End user is responsible for providing Server(s), Operating System / Database licensing, and storage per provided CFE Guide.	4	\$3,900.00	\$15,600.00	\$3,120.00	\$12,480.00
<b>Software Subtotal</b>				<b>\$203,320.00</b>	<b>\$77,312.80</b>	

## Verint Media Recorder 6000 Series Server Platforms

89-270-0005	6000 platform Recorder Server (SVR6KH1-REC) Includes RAID 1 (2 x 240 GB SSD) A rack optimized server board supporting Intel® Xeon processor E5-2600 V3 family up to 145W, 24 DIMMs, and two 1-Gb Ethernet ports Intel® Xeon® Processor E5-E5-2620 V4 2.1 GHz, 8 Core, 16 vCPU, 16 GB RAM 2x1Gb Intel Ethernet Server Adapter I350-2 ports V2 + option for additional 4x1Gb Intel Integrated RAID Module RMS3 1GB embedded memory Microsoft® Windows® Server 2016 for Embedded Systems Redundant Hot-Swap 750W (1 + 1) Redundant AC-DC 80 PLUS* 2 PCI-e Telephony Cards supported	2	\$7,229.57	\$14,459.14	\$5,953.76	\$11,907.53
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SCI-V15-0068	Add on Media Storage 3x960GB SSD, SanDisk (RAID5, SSD-SD3R5)	2	\$2,239.71	\$4,479.43	\$1,903.76	\$3,807.51
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**PCI-e Telephony Interception & Recording Cards for 6000 Series Servers**

SCI-V15-0015	AudioCodes LD Card (PCI-e) 24 port Analog	2	\$2,642.14	\$5,284.29	\$2,175.88	\$4,351.76
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**Hardware Subtotal** \$24,222.86 \$20,066.81

**Professional Services**

SCI-VMR-3312	Maintenance (AMC) with Hardware Support (if applicable). • Renewable annually, the AMC includes any regularly released patches and/or bug fixes, and Service releases to the software under the paid period. • Excluded from the AMC upgrade plan are new products, major version release and services or upgrades to modules that require third-party licensing.	1		\$18,785.60		\$10,801.72
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**Support Maintenance Subtotal** \$18,785.60 \$10,801.72

**Professional Services**

SCI-VMR-3087	<b>Pro Svcs Implementation &amp; Configuration</b> On-site or remote installation and all system configuration and testing. For on-site activities, any travel and expenses will be billed at cost. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)	1	\$16,500.00	\$16,500.00	\$12,375.00	\$12,375.00
SCI-VMR-3090	Training performed by Verint Media Recorder-Certified Engineer Standard training bundle includes End-User, and Application Administration sessions. For on-site activities, any travel related expenses and/or per diem will be billed to the customer at cost.	1	\$3,800.00	\$3,800.00	\$2,660.00	\$2,660.00
SCI-VMR-PM24	Project Manager (per site)	1	\$1,500.00	\$1,500.00	\$1,050.00	\$1,050.00
SCI-VMR-3155	CTI Installation	1	\$1,500.00	\$1,500.00	\$750.00	\$750.00
SCI-VMR-3110	<b>SCI Addtl Professional / Technical Day Services</b> For on-site activities, any travel and expenses will be billed at cost. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)	9	\$1,600.00	\$14,400.00	\$1,200.00	\$10,800.00

**Installation & Training** \$37,700.00 \$27,635.00

<b>System Solution Total</b>	<b>\$284,028.46</b>	<b>\$135,816.33</b>
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This budgetary quote does not reflect a complete solution discovery by Solutions Engineer. As such, SCI is not bound to this estimate as further investigation could affect the final price. At all times, Customer is responsible for any hardware, software and services (not defined in this proposal) required to establish the technical environment necessary to operate the products specified in this quote. SCI shall not be responsible for performing any obligations associated with this budgetary quote unless and until such is designated as final, and SCI accepts an order from Customer for such products and services. Unless otherwise specified, this budgetary quote expires in 45 days from the above quoted date. The budgetary pricing quoted does not include shipping, customs, brokerage, insurance, duties, excise, sales, or other taxes or similar charges. Travel & Expenses if applicable (Actual T&E Billed separately)

# Additional Enhancements & Options

Date: 18/Aug/2020

End-User: Warren County Telecommunications Department

Prepared by: DCC

Quote ID: Verint v15.2 - Warren - 081820DCC



Pricing Valid 45 Days

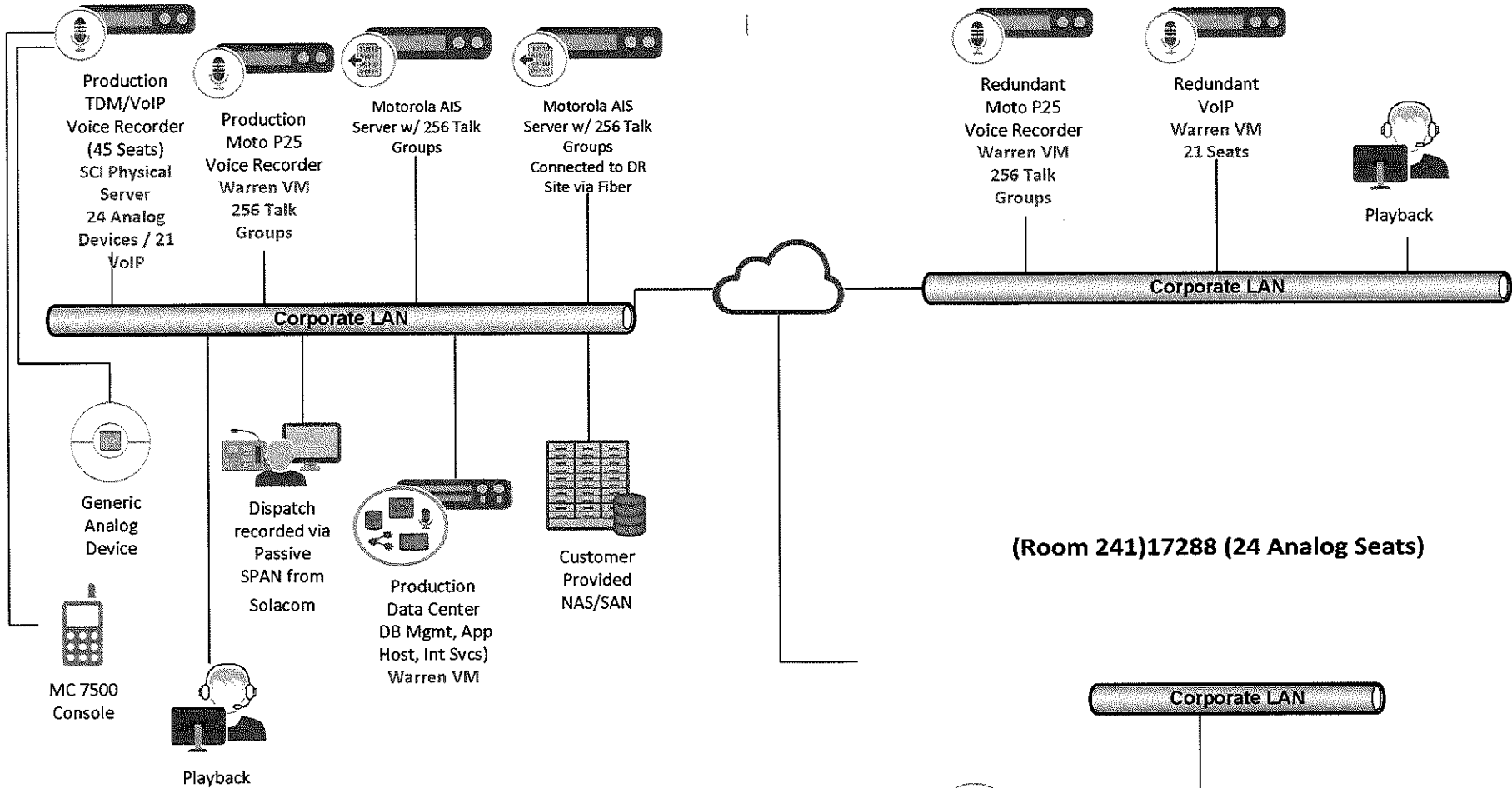
Notes: Optional Enhancements & Additions (additional Maintenance, support and installation charges may apply)

Optional Expansion, Enhancements and Upgrades						
Part Number	Description	QTY	Full MSRP Price (Each)	Full MSRP Price (Extended)	Discounted (Each)	Discounted Price (Extended)
SCI-VMR-3110	<p>SCI Addtl Professional / Technical Day Services - Migrate existing calls from Alv5 to v15.2 Server.</p> <p>For on-site activities, any travel and expenses will be billed at cost. Work to be performed during normal business hours (M-F, 8:00am-5:00pm)</p>	4	\$1,600.00	\$6,400.00	\$1,360.00	\$5,440.00

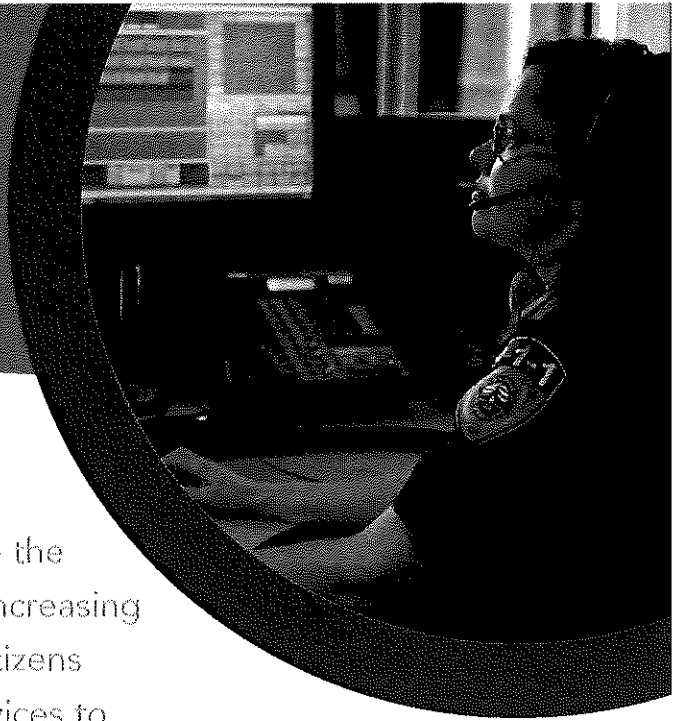
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**Production (TC) v15.2 replaces 17462 & 17464 (256 Channels P25 Recording) + 17286 (45 Analog Seats)**

**Redundant (Lytle Tower) v15.2 replaces 17465 & 17466 (256 Channels P25 Recording) + 17288 (21 VoIP Seats)**



# Verint Recording for Public Safety



Today's emergency services organizations serve the public against a backdrop of complex events, increasing expectations, and evolving technology. With citizens using an expanding variety of channels and devices to communicate, organizations need to record, retrieve, and archive interactions, reconstruct incidents, and comply with emerging standards for digital emergency communications services (including Next-Generation 911) and public safety radio systems.

Verint® Recording for Public Safety™ is a powerful solution for capturing 911, radio, video, and text communications across multiple channels, including PBX, VoIP, radio systems, chat, digital collaboration, email, mobile voice, SMS, and face-to-face — all on a single recorder. Designed for emergency response, public safety, and control room operations, the solution offers superior reliability, availability, and scalability in mission-critical environments, along with unified, easy-to-use functionality that can help your organization enhance performance and respond more effectively to citizen needs by:

- Bringing interactions and associated digital data captured across multiple devices, channels, and sites together seamlessly in a single solution for rapid response, analysis, investigation, and reporting.
- Reconstructing incident scenarios to understand the chain of events.
- Protecting captured interactions from unauthorized access and tampering.
- Centralizing system administration and user management across the organization.

## Now you can:

- Leverage a full-time, multichannel recording and archiving solution to drive better citizen experiences, enhance compliance and incident reconstruction, and manage liability more effectively.
- Bring recording, archiving, quality management, and analytics together on a single platform, for simplified administration, maintenance, and training.
- Facilitate compliance with government mandates and standards for digital emergency communications services (including Next-Generation 911) and public safety radio systems.

**VERINT**





# Verint Recording for Public Safety

## Capture a Broad Range of Interactions

Verint Recording for Public Safety can work with most major telephony and radio environments. In addition to capturing public safety communications from various media types, it can also capture the corresponding activities taking place at call taker desktops, such as keystrokes, data entry, screen navigation, and after-call wrap-up.

Through integration with 911 switches or radio controllers, it can provide real-time control over recording and call indexing. Its unified, omnichannel interaction player can present recorded information across all channels, including speech analytics data,\* in a single place for easy visualization and further analysis. The solution also offers application programming interfaces (APIs) to allow third-party applications to control and update recording in real time. The API supports ingestion of communication recordings recorded by third-party applications.

## Select Available Applications for Enhanced Functionality

Verint Recording for Public Safety can work seamlessly with our other solutions for workforce engagement to deliver unique business process workflows, including:

- **Verint Insight Center™** — Provides multichannel / multimedia search and replay, as well as incident management with media lockdown options. It enables recorded calls to be displayed on timelines, maps, and tables and provides incident annotation, redaction, and export options for single and multiple calls. This can be helpful for expediting the reconstruction of complex events, especially those involving information captured across multiple media.
- **Verint Instant Recall™** — Allows users to quickly search and replay recorded as well as live calls on preconfigured extensions. You can perform various playback operations,

including rewinding to the beginning, on live calls — a benefit for quickly confirming details and reviewing conversations that are difficult to understand.

- **Verint Quality Management™** — Enables all of the attributes of an interaction, including voice conversations and associated screen data, text-based interactions (such as SMS), and video to be evaluated right from a single screen. You can easily review interactions and activities conducted on or off phones and radio networks, without the need to toggle between multiple screens to complete evaluations.
- **Verint Speech Analytics™** — Automatically surfaces valuable intelligence from thousands — even millions — of recorded calls, so you can take action quickly. Right out of the box, it can provide sophisticated analytics to automatically identify, group, and organize the words and phrases spoken during calls into themes, helping to reveal rising trends and areas of opportunity or concern.

## Benefit from Flexible Deployment Options

Verint Recording for Public Safety provides a variety of flexible, easy-to-manage deployment options based on your emergency center's sizing, network topology, security, and availability requirements. These include centralized system management; turnkey, single-box hardware configurations; and a variety of high availability and redundancy options to help ensure resilience in the event of network or hardware failures.

## Part of the Verint Customer Engagement Portfolio

Verint Recording for Public Safety is part of a patent-protected portfolio of solutions for simplifying, modernizing, and automating customer engagement to drive strategic impact across the enterprise.

\* Requires Verint Speech Analytics.



## The Customer Engagement Company™

### Americas

sales@soundcommunications.com

1-800-556-8556

### Europe, Middle East & Africa

info.emea@verint.com

+44(0) 1932 839500

### Asia Pacific

info.apac@verint.com

+852) 2797 5678



www.soundcommunications.com



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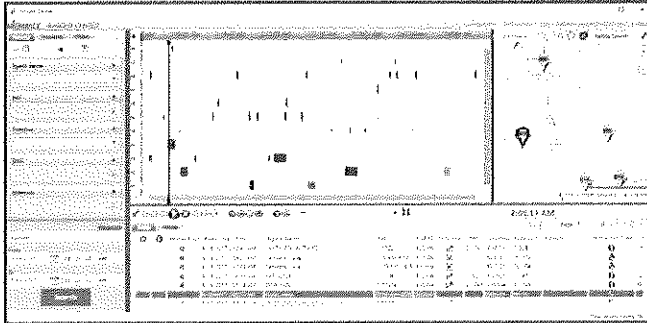


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# VERINT®

# Verint Recording for Public Safety – Insight Center



With Verint Insight Center, you can categorize information using color, incident grouping, custom data fields and more, helping you access data quickly for incident management and reconstruction.

## Benefit from Powerful Features

### Browser-Based Interface

Users don't need dedicated PCs for specific tasks. Staff can access the recorder directly from their Windows-based workstations, using a simple, intuitive web interface.

### Color-Coded Organization

During incidents and investigations, every second counts. To help identify recordings quickly, Verint Insight Center can flag and mark data with colors and notes that can be adjusted to fit the needs of your organization.

### Multimedia Support

Verint Insight Center is i3-ready — a significant benefit as agencies transition to NG9-1-1. Users can capture audio communications as well as log and view events across a range of media, including pictures, video, emails, and more.

### Incident Organization and Reconstruction

Users can group recordings into "incidents," or easy-to-manage collections of data that can be stored and recalled quickly when needed. This can be particularly helpful for expediting the reconstruction of complex events, especially those involving information captured across multiple media.

### Evidence Management

Managing new and different types of information can be a challenge for public safety agencies. Verint Insight Center offers a robust repository for collecting, managing, and recalling information, with authentication, audit trails, alerts, and other security features to help maintain the integrity of evidence.

### Redaction

Verint Insight Center includes powerful tools for redacting (masking) sensitive pieces of audio without affecting the original recordings. This can enable an agency to maintain compliance with federal, state, and local laws while quickly and easily fulfilling requests for information.

### Flexible Deployment Options

To meet the needs of communications centers of all sizes, Verint Insight Center can be deployed on a single server, a standalone server, or virtualized servers.

## Benefit from World-Class Consultants

Verint offers a range of Professional Services to help you get the most from your investment, including Business Advisory Services, Implementation and Enablement Services, and Managed Services. Regardless of the services you select, you can be confident that our experienced teams offer practical knowledge and are committed to your success.



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info.apac@verint.com

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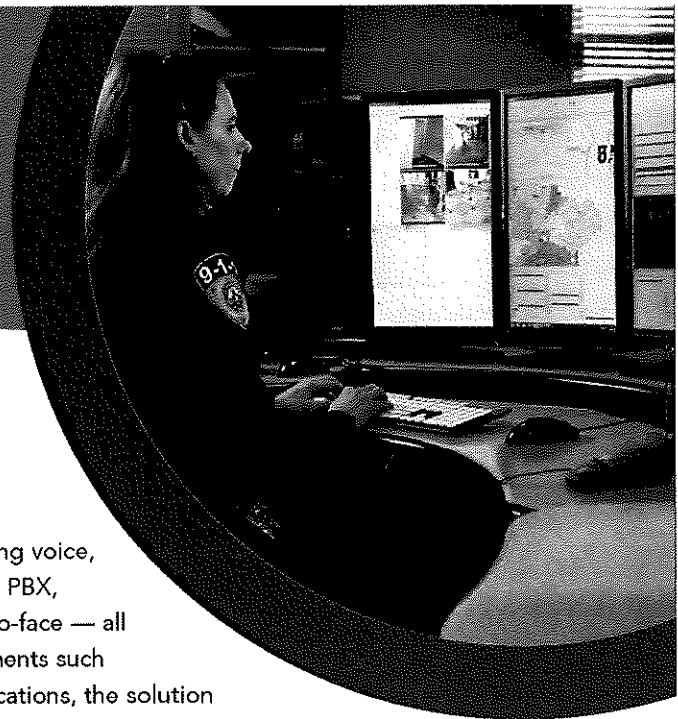


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# VERINT®

# Verint Recording for Public Safety



## Feature Comparison with Audiolog

Verint® Recording for Public Safety™ is a powerful solution for capturing voice, radio, video, and text interactions across multiple channels, including PBX, VoIP, chat, digital collaboration, email, mobile voice, SMS, and face-to-face — all on a single recorder. Designed for mission critical recording environments such as emergency communication centers and critical infrastructure applications, the solution offers superior reliability and availability, along with unified, easy-to-use functionality that can help your agency, department, or organization enhance performance and respond more effectively.

The Verint Recording for Public Safety platform sits as the core of a wider suite of software that unifies and integrates a number of advanced applications, including:

- **Verint Insight Center™** — Provides multichannel / multimedia search and replay, as well as incident management and reconstruction with media lockdown options.
- **Verint Instant Recall™** — Allows users to quickly search and replay recorded and live calls.
- **Verint Quality Management™** — Enables all the attributes of call-taker interactions, including voice conversations and associated screen data, text-based interactions (such as SMS), and video to be evaluated from a single application.
- **Verint Speech Analytics™** — Automatically surfaces valuable intelligence from thousands — even millions — of recorded calls, so you can take action quickly.

Verint Recording for Public Safety V.15 is replacing Verint Audiolog™, and Audiolog v5 licenses and data can be migrated. Contact your Verint representative to discuss migration options.

Here's how the features of both solutions compare:

	V15.2	Audiolog
<b>ARCHITECTURE</b>		
Channels per server	1000+	240
IP Integrations per server	26	1
Analog/digital	*	*
Architecture	Hybrid Cloud/On-Premises	On-Premises only
VM deployable	*	
Multi-tenant	*	
Maximum record limit	2 Billion+	125 Million
Redundancy: N+M clustered recording	*	
Process-based architecture	*	

# Verint Recording for Public Safety

V15.2

Audiolog

## INTEGRATIONS\*

### 2-WAY IP RADIO INTEGRATIONS

Motorola Astro (7.17 and earlier)	*	3
ASTRO 7.18 and forward	*	CEN Only
Harris R10 & OpenSky (R10.b and older)	*	3
Harris R10 & OpenSky (R10.d and forward)	*	

### 911 IP INTEGRATIONS

Vesta	*	3
Viper	*	3
Solacom	*	3

### ADVANCED INTEGRATIONS

NENA 13 911 Call (SIPREC)	*	
NENA 13 Text to 911 (Viper)	*	11

### RADIO CONSOLE INTEGRATIONS

Avtech	*	3
Zetron MAX Dispatch and Zetron "Novus"	*	3

## APPLICATIONS

Instant Recall	*	3
Screen Capture	*	3
Insight Center	*	3
Quality Management	Enterprise	Limited
Automated Quality Management	Integrated	
Voice Analytics	Integrated	Add-on
Desktop and Process Analytics	Integrated	
Workforce Management	Integrated	Add-on

\* Other integrations may be available. Please contact your SCI representative.



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info.apac@verint.com

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# VERINT®



# SCI Capabilities Statement



**Company** – Established in 1983, Sound Communications is a leading integrator of recording-based solutions of video, voice, and data for business and public entities.

Sound Communications is an Ohio-based Corporation with exponential growth throughout the Midwest due to our expertise, as well as our unique customer-centric service model. Sound Communications provides best-in-class products, and designs, implements, and supports highly customized solutions for each application. Our advanced hardware, software, expert consultation and 24/7 technical expertise have provided effective business solutions for leading companies nationwide.

State-of-the-art recording systems from Sound Communications can increase the effectiveness and efficiency of call center management and provide you with interactive and integrated communication enhancements, monitoring and recording capabilities.

We focus on solutions for the communications recording industry. We know every aspect of public safety communication and utilize this knowledge to capture, store, and retrieve it in the most efficient ways possible.

We utilize products and services from the leading providers in the communications recording industry. Everything we offer goes through extensive testing before being offered to our customers. From our Technicians to our Application Engineers, all are focused to provide 110% customer satisfaction.

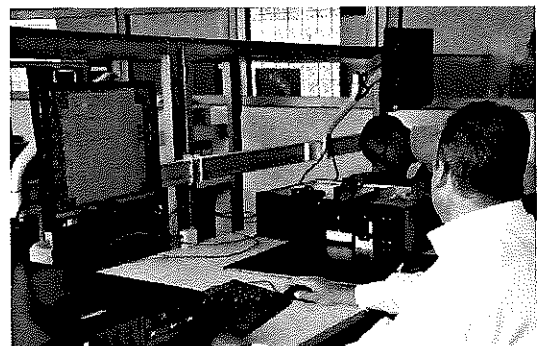
We build on a core of voice and data recording, but also add enhancements like Quality Monitoring, Speech Analytics, and Workforce Management (WFM). Our digital recording platforms include technology from industry leaders like Verint, Eventide and NICE-Uptivity. Sound Communications Inc. has been repeatedly awarded Verint Midmarket & Public Safety Partner of the year including 2019 and one of only 8 Eventide Network Top Tier Resellers in the USA.

With Sound Communications, you will receive unsurpassed excellence in customer service, training and support. Our knowledgeable account managers, experienced certified technical specialists and project managers will work with you to develop a call center or public safety system that exceeds your expectations and has the flexible capacity to grow and change with your organization.

Through our Security Division, Sound Communications develops and installs integrated security solutions that can include intelligent cameras, digital recording, access control, intrusion detection and more. Sound Communications has garnered Gold level partnerships with Milestone Video Management, AXIS Communications Video Surveillance and Hanwha Techwin. We are also certified resellers and partners for FTR & JAVS (digital courtroom and meeting recording), Firetide (wireless mesh networking), EV2 and Spectracom (time synchronization solutions).

## Capabilities

- Digital Audio & Screen Recording
- Quality Monitoring & Coaching
- Speech Analytics
- Desktop Process Analytics
- Workforce Management
- Contact Center Optimization
- Wireless Mesh Networking
- Video Conferencing Systems
- Digital Video Surveillance/Recording (Fixed & Mobile)
- Digital Court/Commission/Board Recording



# SCI Capabilities Statement

## Public Safety Communications & Contact Center Recording

Comprehensive recording, monitoring and evaluation can help your agency or business:

- Limit Liability and Mitigate Risk
- Identify and Target Training Opportunities
- Increase Employee and Customer Satisfaction
- Enhance Operational Efficiency
- Comply with Legal Requirements

### Our Mission

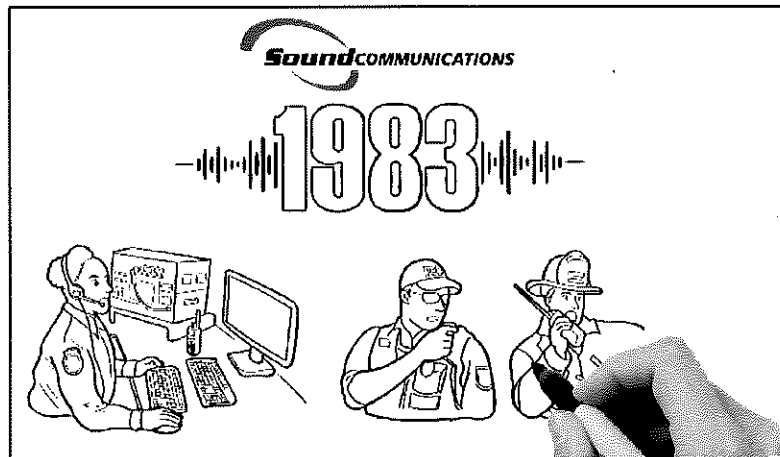
Sound Communications works to protect the assets your business can't do without your property, your customers and your employees.

### Our Vision

At Sound Communications, we build and sustain strong, mutually respected and trusted relationships with both our customers and our employees. We do this by consistently providing a satisfying, secure, enjoyable workplace where every employee is valued, and each in turn provides industry leadership and smart, reliable service.

### Our Values...

- A**ccessibility – We promise to be easy to reach, easy to understand, and quick to respond.
- D**edication – We don't just sell products. We stay with our customers for the long term with dependable, thorough and accurate service.
- E**mpathy – We understand that our customers rely on our knowledge of both ever-changing technology and their individual needs. We pledge to offer support that is friendly, courteous and accurate.
- P**ride – We stand behind our product and service. By our words, actions and appearance, we show we are proud to be part of the SCI team.
- T**eamwork – We recognize that we serve our customers best when we work together. Our team is made up of people who are the best at what they do, and who strive to bring out the best in each other.



Click Picture for Video

1-800-556-8556

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**Services:** All services for this Project are quoted on a fixed-fee basis. Unless otherwise noted in the pricing section of this proposal, services will be performed during normal business hours (defined as 8:00 a.m. to 5:00 p.m. EST). SCI recognizes two categories of work outside normal business hours. Weekday work performed before or after Normal Business Hours is considered After-Hours work, and is subject to a pricing premium of 50%. Work performed on a weekend or an SCI-recognized holiday is considered Weekend work, and is subject to a pricing premium of 100%. Orders not completed and services not rendered within 6 months of Purchase Order due to Customer delays may be subject to additional fees.

- All installation teams will consist of 1-2 Sound Communications, Inc. technicians.
- Installation and training is for Communications recording equipment and client software as quoted/described.
- Each technician will bring appropriate tools to complete their assigned tasks.
- Any issues that may delay, or prevent the completion of the installation, will be escalated to the Sound Communications, Inc. project manager for resolution. Every effort will be made to overcome any issues while the technician is on-site.
- All work areas will be neat, and free of recording system installation materials and packaging prior to leaving the site.
- Sound Communications, Inc. is not responsible for any pre-existing network conditions that prevent normal operation, or delay the installation process (i.e., network configuration, network viruses, domain restrictions, IP address assignments/changes, PBX configuration/changes, etc.

#### **Project Scope**

The scope – the customized and detailed list of specific items that define what will be considered "in-scope" for this project, is written in a separate section that follows titled, "Project Scope Detail". The Project Scope Detail is considered part of this statement of work.

#### **Assumptions General:**

- The customer will provide a single point of contact that will act as the project owner and who will be the primary individual to sign off on the project phases at completion.
- All work under this statement of work will occur Monday -Friday between the hours of 8:00 am and 5:00 pm; no installations, configuration, moves, site visits, or other related work will be scheduled over weekends, evenings, or Sound Communications, Inc. -declared holidays, without mutual agreement in advance from the Sound Communications, Inc. project manager and the customer project manager.
- Sound Communications, Inc. and the customer will jointly create any project documentation, where customer involvement is required. The customer must approve the final installation schedule and final versions of project documentation to ensure it coincides with all expectation.
- Sound Communications, Inc. and the customer will jointly create any special requirements for defining "project acceptance" in writing, and with mutual agreement to such requirements, those requirements will become part of a written cutover plan (or installation checklist).
- "Project acceptance" (via a signed installation service ticket or other written acknowledgement) should follow (within 24 hours) completion of the written project plan, and a successful support turnover call, and Sound Communications delivery to the customer of "as-built" system configuration documentation.

#### **Premises Work:**

- The customer will be responsible for all carpentry or mechanical work not explicitly detailed in this proposal
- The customer location does not require the use of union labor.
- The customer assumes all responsibility for compliance with local and federal laws and regulations as they relate to recording telephone, radio, and other electronic or audio conversations, as well as other electronic communications (including visual) such as desktop screen recording and application usage tracking, etc.
- Cabling or termination of telecom, Ethernet, or electrical supply wiring, is not included in this SOW. Additional information follows in the section titled, "Specific Technical and Other Provisions".
- Hours spent troubleshooting problems outside of the project scope of in this SOW will be billed at \$150 per hour (via remote access) or \$225 per hour (on-site). The project managers will be contacted and will approve any additional charges prior to execution of any work that could result in additional charges.

#### **Training Services:**

- All services under this statement of work will occur between 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, or on otherwise suitable days and times as mutually agreed to by the customer project manager and the Sound Communications, Inc. project manager
- Training content is dictated by the stated project scope
- Training scheduling will be mutually agreed upon by the customer and Sound Communications, Inc. project manager. Although the customer is responsible for coordination of classroom facilities (where applicable), scheduling and attendance of appropriate participants, and production of any printed materials (from electronic documentation provided by Sound Communications, Inc.), the Sound Communications, Inc. project manager will assist in the organization and planning with the customer project manager.

#### **Non-Solicitation:**

Each party recognizes that the other party's employees are critical to the business operations of the other party. For the term of this Agreement and for six (6) months after its termination, each party agrees that it and any parent company, subsidiary, partner, limited partner, joint venture, or any entity related in any manner to it by common ownership ("Related Entities"), will not employ, hire, or compensate in any manner or capacity, including as an employee or independent contractor ("Employ") any employee of the other party that it was introduced to by, and who was directly connected with, such party's performance under this agreement. Each party further agrees not to employ any former employee of the other party unless the employer - employee relationship has been terminated for not less than one hundred eighty (180) days.

### Deposits, Invoicing, and Scheduling:

- Order Deposit – Unless other contractual arrangements or quoted payment terms exist (within this proposal package), whether governmental or private sector, a deposit equal to 50% of the total Order shall be invoiced upon acceptance of Purchaser's Purchase Order and is due upon receipt. The balance of the License Fees, Hardware Fees, Support Fees for the Initial Support Term and any fixed-fee Service Fees shall be invoiced upon delivery of same to Customer.
- Invoicing – Invoices for equipment and software (or for remaining balance on any equipment and software) to be installed as part of this implementation, will be generated when the equipment and software is delivered to the customer site(s). Invoices for services will be generated at the completion of those services (based on either a specific project milestone invoicing schedule or at general "project acceptance")
- Minor issues or variances in System performance shall be handled through Seller's technical support department and shall not delay Customer's payment so long as these do not materially or adversely affect the performance of the System as a whole.
- Payment - for all invoices is due with 30 days of invoice date (NET 30).
- Postponement/Project Schedule Delay - If the project schedule is postponed or delayed by the customer after any equipment has been ordered, the customer agrees to pay any balance due (less services not performed) within 30 days of the originally scheduled (a mutually agreed upon) installation date.
- Travel and expenses shall be billed at actual rates, subject to any expense cap included in the Order (if applicable).
- A cancellation charge of 35% will be applied to any order cancelled by the customer after the project has officially commenced (as defined by an assigned Sound Communications Project Manager hosting the initial Project Kickoff Call with the customer and Sound Communications Implementation team). Cancellation of an order received on or after delivery of any software as well as custom hardware will NOT be accepted, and payment will be due in full for all software, licensing, hardware and previously delivered services. The cancellation fee will be deducted from any deposit held by SCI.

### Shipping Management and or Special Requirements:

- In general, all shipments for this project will be via local delivery or "UPS Ground"
- Any expedited shipping charges that result from customer request or customer delay will be passed on to the customer at actual cost.

**Customer Responsibilities:** At all times, Customer is responsible for all hardware, software and services required to establish the technical environment necessary to operate the products specified in this Project. Customer is also responsible for understanding the technology in this proposed solution and its effect on their network and telephony environment. This Project covers integration with the Customer's existing switch environment supporting only the current, installed versions of software. If Customer upgrades the switch environment software, Seller is not responsible for compatibility of the Project components with the upgraded switch. Customer shall pay any charges associated with preparing the network and/or telephony environment, including, but not limited to, charges for telephone trunk lines, PBX extensions, PBX programming and/or additional PBX equipment required for completion of the Project. SCI shall not be responsible for performing any obligations associated with this quote unless and until SCI accepts an order from Customer for this Project.

Customer shall, as specified by Seller, provide appropriate facility environmental conditions, necessary commercial power and connectivity for the System, access to the premises, and if required by local law, conduit and/or special fire retardant cabling. Recorder systems must be kept in clean, smoke-free environments with a controlled temperature of 50-100 degrees Fahrenheit (70 degrees is preferred). Relative humidity should be maintained at 20%-85% (non-condensing). Seller will not be held responsible for any damage due to deviations from these environmental parameters.

Customer will confirm in writing that the facility, network and telephony environments are ready prior to deployment. Customer understands that if any Customer responsibilities, as outlined above or identified later in the course of the Project, are not met prior to a scheduled onsite visit, Seller reserves the right to delay the visit until such time as these requirements are met. Any such delays on Customer's part may incur additional fees.

Upon completion of the deployment, Customer and Seller's technician shall test the System. If Seller is called back for service because Customer was unavailable, declined, or failed to test System during the deployment, Customer may incur additional fees, subject to the expense cap included in this order.

### Telephone/PBX, Radio System, and or IP Dispatch Console Integration and Requested Configuration Information

- For integrated recording of any telephone/PBX, digital radio, or IP dispatch console communications system, the customer will provide or otherwise arrange for purchase, installation, and configuration of all telephone/PBX, digital radio, and or IP dispatch console hardware and software (including any required licensing that may be necessary to support recording in the customer environment). The customer will provide or otherwise arrange for purchase, installation, and configuration of any and all related/required network infrastructure (such as switches, firewalls, communications circuits, etc.). The customer will provide or otherwise arrange for purchase of all telephone/PBX, digital radio, and or IP dispatch console configuration, testing, and troubleshooting services, as well as any required network configuration (including SPAN ports if required), testing, and troubleshooting necessary to establish or support proper recording connectivity and communications to the telephone/PBX, digital radio, and or IP dispatch consoles, and the customer network
- Customer will provide a complete list of requested telephone/PBX, digital radio, and or IP dispatch console information: including, but not limited to, hardware and software versions, IP addresses, protocols, etc. as well as details that may be needed to ensure a successful integration and proper recording such as: agents, extensions, device identifying information, channels, talk groups, and frequency ID's and or names, etc.



### Traditional Device Monitoring, and Other Wiring Notes

- In general, Sound Communications, Inc. will provide a demarcation point (typically 1 or more 66 blocks) and cable connection from this demarcation point to the recorder(s). The customer is responsible to provide feed wiring for any and all audio sources to be recorded, and cross-connect to the provided demarcation point.
- For direct digital station tapping, the customer is responsible to provide feed wiring for any extension to be recorded. This is typically accomplished (for supported handset models), by passing the cross-connect wiring from the designated PBX output pair, through the provided recording demarcation point (punch without out/termination), and on to the designated premise wiring/jack pair for the phone to be recorded. Sound Communications will re-cross connect existing phones so that they pass through the recording demark in cases where the customer can identify all phones to be recorded (e.g. produce a list of devices required to be recorded) and identify and mark existing extension punch down locations for at least one side of the existing cross connects of phones to be recorded (PBX port pair, or premise wiring pair).
- For analog recording (full-time or record-on-demand) of digital or VoIP phones via logger patch, analog feed wiring in the form of a CAT5 cable home run from within 5' of phone (terminated as an RJ11), to recorder demarcation block (non-terminated) is to be provided to Sound Communications, Inc. at no charge for each phone to be recorded. Sound Communications, Inc. will typically provide and install the required analog logger patches – note: a standard 110V AC power outlet within 5' of the phone is also required.
- Intrado/Positron: For analog recording of LIFELINE100 and VIPER systems, CCB/SONIC analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing standard CDR from the Viper system) is required, and will be provided to Sound Communications, Inc. at no charge.
- Airbus/Cassidian: For analog recording of VESTA and systems, ACU/SAM analog feed wiring for position audio and E911 CAMA trunks (if applicable) is to be provided to Sound Communications, Inc. at no charge. If ANI/ALI integration is included, a standard DB9M serial connector (providing the ANI/ALI CAD spill) is required, and will be provided to Sound Communications, Inc. at no charge.
- For analog recording of radio, the customer is responsible to provide feed wiring that provides combined transmit/receive audio for any channel, frequency, or console to be recorded to Sound Communications, Inc. at no charge.
- Signal strength (when audio is present) for analog VOX recording is typically optimal for recording in a range of -10dBm to 0dBm

**Microsoft Updates/Domain Integration:** Seller installs Microsoft operating system and applicable security patches on the servers it provides at the time of installation. Thereafter, operating system and security updates/patches (regularly made available by Microsoft) are Customer's responsibility. All Active Directory accounts created for servers in the proposed System must be in domains or OUs which do NOT receive policy pushes and/or automatic updates at the time of initial domain integration or at any future date. Seller shall not be liable for any damages, including consequential, inconsequential or special damages, incurred by Customer by reason of Customer's failure to comply with this section.

**Anti-Virus Protection:** Seller strongly recommends that anti-virus protection software be installed and maintained on all servers in the proposed System. Anti-virus may be supplied by Seller or Customer provided such software is sourced from a Microsoft-approved anti-virus software partner. In addition, Recorder software requires that specific anti-virus exclusions be maintained. Seller shall not be liable for any damages, including consequential, inconsequential or special damages, incurred by Customer by reason of Customer's failure to comply with this section.

### **Equipment Access and Remote Access:**

- Customer will ensure access to any locked facilities (i.e.: equipment rooms) so as to prevent a technician from experiencing any delays on-site while attempting to access an installation location.
- The customer will provide uninterrupted remote access to all Sound Communications, Inc. -installed servers (and potentially relevant clients) during any period in which Sound Communications, Inc. provides installation or configuration services, technical support or maintenance/extended warranty services.

### **Networking, Clients, and Desktop Installations:**

- All server systems will require network connectivity with static IP addresses, valid subnet, gateway, and DNS addresses, as well as an NTP
- Network administrative configuration of the recording servers is the responsibility of the customer – Note: there may be specific network environment requirements for the system(s), and it is advised that the customer check with Sound Communications, Inc. prior implementation of configuration or changes – e.g. Verint servers are typically required to be joined to the domain in a separate OU with no policies pushed (including any servers that are virtualized), and a domain Verint administrative user account with local administrator privilege on the server is required for application services.
- Any new client user PC's must meet the minimum requirements listed in the system documentation CD
- An appropriate customer network technician will be on-hand and available (on installation and testing days) to assist with installation and client software installation as needed, as well as produce client software load procedure documentation in conjunction with a Sound Communications, Inc. technician at the installation
- All network configuration required to produce a successful implementation is the responsibility of the customer, and will be provided to Sound Communications, Inc. free of charge. A successful implementation includes both server connectivity and client pc network connectivity and configuration. Additionally, it is the responsibility of the customer to provide and ensure LAN/WAN connectivity and configuration that will allow for proper client access from within, or off-site, if applicable (including firewall configuration where necessary)
- Customer will provide a list of client pc's, AD user names, actual user names, and a seating chart (to include desired channel-level security restrictions) if Sound Communications, Inc. is to perform any installation of client software and restrict access to the system on a per-user basis.

### **Liability:**

NO LIABILITY FOR CONSEQUENTIAL DAMAGES: SCI will not be liable for special, incidental, consequential, indirect or other similar damages, or costs incurred as a result of loss of time, loss of data, loss of profits or revenue, as a result of our services. In addition, SCI is not responsible or liable for damages or costs incurred in connection with claims by others, inconvenience or similar costs.

**Exclusions:** Unless specifically noted in the pricing section of this proposal, installation does not include any of the following (if necessary): radio modifications, connection to digital station handsets and/or peripheral equipment for connection to digital station handsets, additional cabling, additional hardware, telephone wiring or punch downs, or cable runs. With authorization from the purchaser, SCI will facilitate and coordinate all connectivity and any necessary work with the purchaser's telephone/radio equipment vendor and/or the telephone company.

**Provisions:** Where a Master Services Agreement (MSA) exists between SCI and Customer, provisions of this order supersede any conflicting Terms and Conditions in the MSA. Issuance of a Purchase Order by Customer constitutes acceptance of Terms and Conditions set forth herein.

**CFE Installation:**

Please note:SCI installation charges apply per recorder installation. For all Customer provided hardware, Customer is responsible for any additional software installation charges which are as a result of but not limited to the failure, misconfiguration or incorrect operating system of such hardware. Any repeated installations required due to the above will be billed additional installation charges.

**Confidentiality:**

All documentation and information which are either designated as confidential or proprietary or would reasonably be considered to be confidential or proprietary, including without limitation, drawings, listings, techniques, algorithms, processes and technical and marketing information, business data and employee information which are transferred between the parties in connection with this agreement ("Proprietary Information") (other than documentation and information intended for general distribution to third parties) shall be held in strict confidence by the parties, and shall not be disclosed or used in any fashion other than pursuant to the terms of this agreement without the other party's prior written consent. Each party's proprietary information and all other items related thereto, including, without limitation, programs, methods of processing, specific design and structure of individual programs and their interaction, and the unique programming techniques employed therein, and all enhancements, modifications, updates, and derivative works thereof are and shall remain the sole and exclusive property of such party and shall not be sold, revealed, used, disclosed, transmitted or otherwise communicated, directly or indirectly, by the other party except as expressly provided for in this Agreement. Each party agrees to protect the others' proprietary Information with the same standard of care and procedures that it uses to protect its own trade secrets and Proprietary Information of a confidential nature.

The parties acknowledge, however, that Customer is governed by 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 or court order. The Customer shall have no duty to defend the rights of Supplier or any of its agents or affiliates in any records requested to be disclosed.

**Force Majeure:**

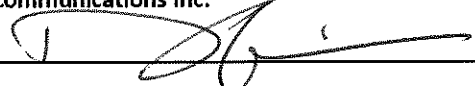
Neither party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts due to events of nature, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government or agency or officials thereof, other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without fault or negligence of the party claiming excusable delay and the party claiming excusable delay must promptly notify the other party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay, which is excusable under this paragraph, provided, however, that if any such delay continues for a period of more than sixty (60) days, the party not claiming excusable delay shall have the option of terminating the order or service upon written notice to the party claiming excusable delay.


Please remit all Purchase Orders to Sound Communications Inc. via:		
EMAIL: sales@soundcommunications.com	MAIL: Sound Communications Inc. 3474 Park Street Grove City, Ohio 43123	FAX: 614.875.8179 Attn: Sales
Federal Tax ID 31-1331321		DUNS # 621360361

Quote ID: Verint v15.2 - Warren - 081820DCC	Purchase Price: \$135,816.33	Customer Initials:
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The person executing this agreement on behalf of purchasing party represents and warrants that this agreement has been authorized by all necessary parties, is validly executed by an authorized officer or agent, and is binding upon the company in accordance with its terms.

Authorized Signature:  Date: 9-1-20 P.O. # \_\_\_\_\_

Service Provider: Sound Communications Inc.  
 Authorized Signature:  Title: President Date: 08/20/2020  
 Name: Darin Cooper

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

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Franklin

I, Darin Cooper, holding the title and position of President at the firm Sound Communications 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:

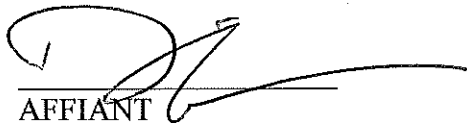
The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

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.

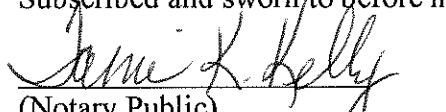
No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

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.

  
AFFIANT

Subscribed and sworn to before me this 26 day of August 20 20

  
(Notary Public),  
Franklin County.

My commission expires July 22 20 21



# Resolution

Number 20-1222

Adopted Date September 01, 2020

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND KINGS LOCAL SCHOOL DISTRICT ON BEHALF OF WARREN COUNTY GRANTS ADMINISTRATION

WHEREAS, Warren County is partnering with Kings Local School District as part of the Comprehensive Opioid Abuse Program Grant's (COAP) Child Assessment and Response Evaluation (CARE) project, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Kings Local School District on behalf of the Warren County Grants Administration; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

sm/

cc: c/a—Kings Local School District  
Grants Administration (file)

## MEMORANDUM OF UNDERSTANDING

### Warren County Child Assessment and Response Evaluation (CARE) Project

#### Background and Purpose

Warren County has experienced an opioid epidemic that has had a devastating impact on families and communities. In response, Warren County desires to pilot the Child Assessment and Response Evaluation (CARE) Project, a 24/7 rapid response intervention program for children who are present on the scene of an overdose of a parent or loved one. The goal of this program is to quickly identify children in need of assistance in coping with trauma, assess the degree to which they may be victims of or vulnerable to abuse and neglect, and develop a comprehensive, family-centered plan to address their needs, build resiliency, and decrease the likelihood that substance abuse will be transferred from one generation to the next.

Warren County has been awarded \$800,000 from the US Department of Justice (DOJ) as part of its Comprehensive Opioid Abuse Site-Based Program to fund the CARE Project. To help with the implementation of the CARE Project, Warren County has partnered with the **Urban Institute** (a nonprofit, nonpartisan research organization) and the **Addiction Policy Forum** (a national policy organization) to document the implementation of the project and assist with developing and facilitating training for dispatchers and first responders.”

#### Participating Warren County Partners

- Board of County Commissioners
- Children Services
- First Responders (EMS/fire departments/hospitals)
- Law Enforcement
- Public Defender
- County Sheriff / Jail
- Victim Service Providers
- Common Pleas Court

#### Roles and Responsibilities

All participating partners/agencies agree to the following terms, as applicable:

- Designate at least one staff person to be the contact person for the CARE Project.
- Update partners on progress of project, troubleshoot issues and problems, report outcomes, and plan for upcoming milestones.
- Participate in collection and analysis of data.
- Assist with the documentation of the pilot, along with outcomes, lessons learned, and recommendations for refinements.

This Memorandum of Understanding (MOU), dated September 1st, 2020, shall establish the terms for data sharing between Warren County Board of County Commissioners (WC) and Kings Local School District (KLSD). The term of this MOU shall be from the date this Agreement is signed until September 30, 2021.

WHEREAS, KLSD agrees to provide non-identifying data regarding number of children served in the program and drug usage in their homes, and

WHEREAS, data received from KLSD shall be treated as private, confidential information. Data shall only be permitted use by WC and its agents that require access to perform tasks and report to DOJ, and

WHEREAS, WC shall take all necessary steps to ensure all CARE-related data provided by KLSD shall be protected from unauthorized access, use, alteration dissemination and destruction. Data shall not be used for any purpose other than the CARE project described herein, without the prior written consent of the KLSD, and

WHEREAS, CARE-related data provided by KLSD shall not be disclosed, reproduced or in any other manner furnished by WC for non-related CARE activity, unless permission is first received from KLSD and the third party executes a separate Data Sharing Agreement, and

WHEREAS, all information/data obtained, learned, or developed in connection with this project under this MOU' shall be confidential and subject to all of the confidentiality provisions and/or requirements of all Laws and Regulations of the State of Ohio, and shall not be disclosed to any person, organization, agency or other entity except as agreed by the KLSD. All entities shall comply with all Federal, State and local laws concerning the confidentiality of all Confidential Information, and

WHEREAS, all materials produced by the CARE project will contain sufficient protections to ensure client anonymity and to adhere to the mandates for confidentiality as required. No materials will be disseminated that describe or identify specific individuals, families, or households. No names, street addresses or other information that could be used to identify a particular individual, family or household will be disseminated, nor will the WC cross-reference the data with individually identifiable records from any other data set without authorization, and

WHEREAS, no member to this Agreement will disseminate or disclose identifiable information provided by another party to any other organization or individual without first obtaining permission from the member providing the identifying information. Furthermore, data shall not be released except as required by Ohio Public Records law or as ordered by a court, and

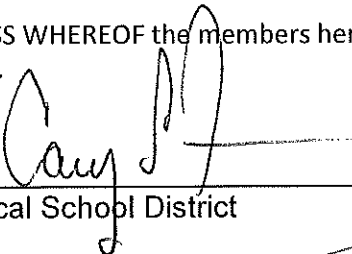
**Termination**

WHEREAS, this Agreement may be terminated by a KLSD upon thirty (30) days written notice to the other WC or immediately by mutual consent, and

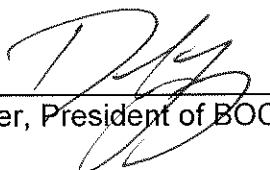
WHEREAS, this Agreement may be modified and/or amended only as mutually agreed upon in writing, signed by the authorized representatives of the member agencies. It may not be altered, modified, rescinded or extended orally. and

WHEREAS, this Agreement contains all of the terms and conditions agreed upon by WC and KLSD hereto, and no other agreement, oral or otherwise regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto or to vary any of the terms contained herein. It shall be governed, construed, applied and enforced in accordance with the laws of the State of Ohio, and

IN WITNESS WHEREOF the members hereby execute this Agreement on the date set opposite their respective signatures.

  
\_\_\_\_\_  
Kings Local School District

8-20-2020  
Date

  
\_\_\_\_\_  
Warren County Commissioner, President of BOCC

9.1.20  
Date

Approved as to Form

  
\_\_\_\_\_  
Keith Anderson, Assistant Prosecuting Attorney

# Resolution

Number 20-1223

Adopted Date September 01, 2020

## CERTIFICATION OF DELINQUENT WATER AND/OR SEWER ACCOUNTS – WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Section 7.05G, Warren County Rules and Regulations, all delinquent water and/or sewer accounts with an unpaid balance may be certified to the property owner's real estate tax record; and

### NOW THEREFORE BE IT RESOLVED:

1. To certify the attached list of delinquent water and/or sewer accounts to the property owner's real estate tax record. A copy of which is attached hereto and made a part hereof.
2. That the Clerk of this Board is hereby directed to forward a copy of this Resolution to the Warren County Auditor.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (certified)  
Water/Sewer (file)

RESOLUTION #20-1223  
SEPTEMBER 01, 2020  
PAGE 2

RECEIPT

I certify that I received a copy of the aforesaid resolution on the 1<sup>st</sup> day of September 2020.

A handwritten signature in black ink, appearing to read "Matt Nolan", is written over a horizontal line.

Matt Nolan  
Warren County Auditor



PROPERTY OWNER	SERVICE ADDRESS	CITY, STATE	ZIP	ACCOUNT#	AUDITOR#	SIDWELL#	WATER	SEWER
CONREX PROP. MGT	393 N. MAIN STREET	WAYNESVILLE, OH	45068	10158303	8103569	501476016	0	36.91
LAINHART, DARLA	88 S. THIRD STREET	WAYNESVILLE, OH	45068	10239000	8106291	906209023	0	93.73

9/1/2020

**2020 Certification of Delinquent Water/Sewer Accounts**  
**District 1 MORROW - SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
COOPER, HOWARD	101 HIGHLAWN AVENUE	MORROW OH	45152	0101060	5006686	1712106017	0.00	56.04	0.00	56.04
H & H APARTMENTS, LLC	315 W. PIKE STREET.	MORROW OH	45152	0102136	5007739	1712130008	0.00	20.55	0.00	20.55
HUGHES, JOHNNIE & LAU	4934 U.S. 22 3	MORROW OH	45152	0103409	4806239	1307476002	0.00	7.00	0.00	7.00
MURRAY, SHIRLEY A.	5268 ST. RT. 123	MORROW OH	45152	0104703	4807227	1836127003	0.00	70.51	0.00	70.51
HENDERSON, HEATHER R.	4948 SALEM ROAD	MORROW OH	45152	0104760	4802705	1431354006	0.00	29.42	0.00	29.42
		5					0.00	183.52	0.00	183.52

9/1/2020

**2020 Certification of Delinquent Water/Sewer Accounts**

District 2 LEBANON - WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
HAZELWOOD, DAVID C.	4979 HENDRICKSON RD	FRANKLIN OH	45005	0209900	5318254	826300004	51.39	0.00	0.00	51.39
KATZ, IVAN, TRUSTEE *	3076 LYTLE RD.	WAYNESVILLE OH	45068	0211219	7604777	514152004	120.30	0.00	0.00	120.30
NORRIS, SCOTT & TERESIT	4354 N. ST. RT. 48	LEBANON OH	45036	0214065	0210684	934301006	112.70	0.00	0.00	112.70
KEY, KRISTEN E.	4636 WAYNE BLVD.	LEBANON OH	45036	0214112	0201294	934154004	3,708.25	0.00	0.00	3,708.25
STEPHENS PROPERTY *	7741 SHARTS RD	SPRINGBORO OH	45066	0225015	1406027	419101006	23.38	0.00	0.00	23.38
WALSER, MICHAEL D.	2876 STATION HOUSE WAY	WAYNESVILLE OH	45068	0226080	0142744	519200068	113.96	0.00	0.00	113.96
		6					4,129.98	0.00	0.00	4,129.98

## 2020 Certification of Delinquent Water/Sewer Accounts

## District 3 DEERFIELD HAMILTON - WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
GAEBEL, ROGER	8218 MAINEVILLE RD	MAINEVILLE OH	45039	0301260	3201465	1603202005	53.48	51.37	0.00	104.85
SMITH, WALTER LEE, JR.*	8507 MAINEVILLE RD	MAINEVILLE OH	45039	0301288	2615908	1603252003	0.00	490.36	0.00	490.36
LOUR, CHRISTY A.	225 W FOSTER-MAINEVILL	MAINEVILLE OH	45039	0301301	3201619	1603201008	117.30	75.19	0.00	192.49
PIKRUN, OLGA	619 FOX CHASE WAY	MAINEVILLE OH	45039	0301899	3203964	1734360011	23.41	26.15	0.00	49.56
LANE, JOSEPH H.	8308 SIBCY RD	MAINEVILLE OH	45039	0302355	2610001	1603177001	0.00	490.36	0.00	490.36
ROBINSON, TRUDY	2441 COSMOS DR	LOVELAND OH	45140	0303590	0941865	1615458012	3.34	3.73	0.00	7.07
POWELL, MARITZA A.	9364 DAVIS RD	LOVELAND OH	45140	0303684	0908611	1614251001	33.44	0.00	0.00	33.44
CORPORATE HOME RENT	9492 RICH RD	LOVELAND OH	45140	0304229	0906626	1614254004	33.86	0.00	0.00	33.86
DAY, ROGER A.	3414 FIELDS ERTEL RD	LOVELAND OH	45140	0304645	0901822	1620451036	242.60	215.18	0.00	457.78
LIAM PARTNERS GROUP, L	4001 CRESTVIEW DR	LOVELAND OH	45140	0305006	0903094	1626476008	18.81	21.02	0.00	39.83
SNYDER, JOHN WM. & LIN	9375 WINDING LN	LOVELAND OH	45140	0305267	0903159	1620251009	111.03	68.18	0.00	179.21
BRAY, MARIAN EVELYN	3896 TOWNSLEY DR	LOVELAND OH	45140	0305383	0901091	1620101006	1,493.73	692.09	0.00	2,185.82
TRANOR, MICHELE J.	9228 COLUMBIA RD	LOVELAND OH	45140	0305455	0911992	1620227006	3.39	4.29	0.00	7.68
FARQUER, TED W.	9467 DAVIS RD	LOVELAND OH	45140	0305522	0909394	1614201004	113.96	0.00	0.00	113.96
COMBS, JEREMY	5578 MAPLE ST	KINGS MILLS OH	45034	0306167	0902624	1612303007	436.47	77.34	0.00	513.81
WOLFE, JEREMY J.	1775 MIAMI ST	KINGS MILLS OH	45034	0306188	0904007	1612306003	136.03	86.86	0.00	222.89
WATKINS, CHARLES J.	5539 CHERRY ST	KINGS MILLS OH	45034	0306202	0912409	1612303012	381.39	210.14	0.00	591.53
WATKINS, CHARLES J.	5535 CHERRY ST	KINGS MILLS OH	45034	0306203	0912409	1612303012	381.39	210.14	0.00	591.53
ALREY INVESTMENTS, LLC	1646 KING AVE.	KINGS MILLS OH	45034	0306376	0902721	1612179006	7.80	12.61	0.00	20.41
LAWRENCE, KATHLEEN M.	8690 EXETER PLACE	MAINEVILLE OH	45039	0309027	0913031	1615330001	219.19	189.03	0.00	408.22
SUTTLES, DENNIS & PORTE	8720 EXETER PLACE	MAINEVILLE OH	45039	0309030	0910783	1615330004	64.92	19.72	0.00	84.64
MC NAMARA, ROGER, ET A	3370 YOSEMITE FALLS DR	MAINEVILLE OH	45039	0310472	0942998	1622264016	32.09	30.17	0.00	62.26
UNION OF THE WILMINGTO	8444 POND RIDGE DRIVE	MAINEVILLE OH	45039	0314007	0919772	1615176004	31.35	35.03	0.00	66.38
FOWLER, MARCUS A.	7786 HACKNEY CIRCLE	MAINEVILLE OH	45039	0314722	0941363	1616376064	62.65	61.80	0.00	124.45
CINCY GROWTH, LLC.	870 BAY HARBOR DR	MAINEVILLE OH	45039	0320106	2625741	1605354032	50.86	28.02	0.00	78.88
SMITH, ALBERT *	986 W US 22-3	MAINEVILLE OH	45039	0320960	2610884	1610227005	0.00	490.36	0.00	490.36
CISMADI, JANET S.	9473 CARRIAGE RUN CIR	CINCINNATI OH	45242	0322404	0940988	1620151020	712.08	761.62	0.00	1,473.70

**2020 Certification of Delinquent Water/Sewer Accounts**  
 District 3 DEERFIELD HAMILTON - WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
A+ HOME RENTALS, LTD.	6389 PARKVIEW CIR	MASON OH	45040	0325147	0800945	1503204009	13.05	25.00	0.00	38.05
KUTCHBACK, MELANIE A. *	4306 N HAVEN DRIVE	MASON OH	45040	0326235	0820838	1628458020	25.50	28.49	0.00	53.99
KUTCHBACK, MELANIE A. *	4306 N HAVEN DRIVE	MASON OH	45040	0326235	0820838	1628458020	54.29	43.90	0.00	98.19
SOLES, TRAVIS M. & *	986 OAK FOREST DR	MORROW OH	45152	0328699	2634286	1736455029	247.28	258.20	0.00	505.48
SINGLER, GREGORY J., JR.	8878 WOOLSTONE CT	MAINEVILLE OH	45039	0329559	2632840	1609465013	88.52	87.79	0.00	176.31
MADDALI, LALITH KUMAR	7625 LIVINGSTON CT	MASON OH	45040	0333088	0821387	1634314001	28.84	32.22	0.00	61.06
SHAH, MITESH N. & RAMAN	7734 NORTH TRAIL	MASON OH	45040	0333335	0822167	1504471006	24.24	27.09	0.00	51.33
KAKARLAPUDI, RAJ & *	7843 HUNT CLUB DR	MASON OH	45040	0333416	0822616	1504465018	7.55	15.62	0.00	23.17
KAMBAYANDA, GAUTHAM *	7774 BROOKFARM COURT	MASON OH	45040	0333765	0822363	1504370004	35.11	39.22	0.00	74.33
TIEMAN, ROBERT R. & KAR	7790 DEW DROP CIRCLE	MAINEVILLE OH	45039	0334405	2634752	1734283017	55.99	54.17	0.00	110.16
CHANG, CHIA H. & HAN, SU	7854 WINDING CREEK CT	MASON OH	45040	0336311	0823589	1634322014	17.11	7.94	0.00	25.05
GOVINDAIAH, NAGESH & N	8223 PINELEIGH COURT	MASON OH	45040	0336682	0824956	1633122039	128.11	67.71	0.00	195.82
GOVINDAIAH, NAGESH & N	8223 PINELEIGH COURT	MASON OH	45040	0336682	0824956	1633122039	51.70	28.95	0.00	80.65
PIVELJA, SEVALA & JOSIP	295 INDIAN LAKE DR	MAINEVILLE OH	45039	0337678	2633536	1605255022	5.43	6.07	0.00	11.50
CAPMANY, CARLOS M. & B	231 INDIAN LAKE DR	MAINEVILLE OH	45039	0337686	2633544	1605255030	31.31	26.61	0.00	57.92
HOFFMASTER PROPERTI	130 AZURE VIEW CT	MAINEVILLE OH	45039	0338464	2633507	1606440039	43.89	49.03	0.00	92.92
PHIPPS, TIMOTHY E. & DEB	7673 HYATTS LANE	MAINEVILLE OH	45039	0340107	2633622	1734165038	38.04	42.50	0.00	80.54
BASTIN, CORY & JESSICA	7843 HAVERHILL LN	MAINEVILLE OH	45039	0340403	2635292	1734314074	78.96	71.45	0.00	150.41
45							5,739.49	5,262.72	0.00	11,002.21

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### 2020 Certification of Delinquent Water/Sewer Accounts

#### District 4 FRANKLIN - WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
JACKSON, RONALD	6275 HAMILTON-MIDD RD	FRANKLIN OH	45005	0402221	1429272	706203006	108.52	0.00	0.00	108.52
STEWART, OWEN R. & LIN	5846 RUSSELL AVE	FRANKLIN OH	45005	0403109	1400622	431353010	113.70	0.00	0.00	113.70
		2					222.22	0.00	0.00	222.22

9/1/2020

**2020 Certification of Delinquent Water/Sewer Accounts**  
**District 5 PENNYROYAL - WATER AND SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
CARROLL, JACK L & DORI	4006 PENNYROYAL RD.	FRANKLIN OH	45005	0501312	1441981	421101005	33.36	0.00	0.00	33.36
SAVAGE, PAUL & LINDA	9707 HOMESTEAD DRIVE	FRANKLIN OH	45005	0502212	1404351	421251001	158.34	0.00	0.00	158.34
		2					191.70	0.00	0.00	191.70

**2020 Certification of Delinquent Water/Sewer Accounts**  
**District 6 CARLISLE SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
CAMPBELL, DARRIS C.	8435 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601011	1605879	207201007	0.00	209.22	0.00	209.22
NEACE, HENRY & ELSIE	8516 KINGSTON DR	FRANKLIN OH	45005	0601049	1614959	207181010	0.00	209.22	0.00	209.22
FOX, AARON J. & TARA M.	8594 KINGSTON DR	FRANKLIN OH	45005	0601055	1614886	207181004	0.00	209.22	0.00	209.22
OTTO, DENNIS M.	6704 BERWICK DRIVE	FRANKLIN OH	45005	0601062	1614819	207180001	0.00	209.22	0.00	209.22
NEELY, CHARLES E., III	6676 BANBURY DRIVE	FRANKLIN OH	45005	0601063	1614797	207130007	0.00	209.22	0.00	209.22
MURRAY, TIMOTHY J. & VA	8497 FOXBORO COURT	FRANKLIN OH	45005	0601071	1612441	207202009	0.00	209.22	0.00	209.22
RUDD, VAN A. & DONNA S.	8530 FOXBORO COURT	FRANKLIN OH	45005	0601076	1612492	207129016	0.00	209.22	0.00	209.22
HAMM, CHRISTOPHER *	6884 LANCASTER DRIVE	FRANKLIN OH	45005	0601098	1612743	207202002	0.00	209.22	0.00	209.22
BALDWIN, SUSAN E.	8467 KINGSTON DR	FRANKLIN OH	45005	0601140	1615076	207255003	0.00	209.22	0.00	209.22
NETHERLY, BARBARA JOA	8642 KINGSTON DR	FRANKLIN OH	45005	0601160	1615211	207178005	0.00	209.22	0.00	209.22
KROEGER, DENISE M. & *	6691 BERWICK DR.	FRANKLIN OH	45005	0601165	1615289	207178001	0.00	209.22	0.00	209.22
BUCK, DANIEL	6786 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601175	1615394	207132001	0.00	209.22	0.00	209.22
CONREX RESIDENTIAL *	6770 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601178	1616609	207131010	0.00	202.68	0.00	202.68
ADAMS, MARY S.	6773 CASTLEBROOK CT.	FRANKLIN OH	45005	0601180	1616536	207131008	0.00	209.22	0.00	209.22
CONREX RESIDENTIAL *	6933 TORRINGTON DRIVE	FRANKLIN OH	45005	0601310	1617605	207102029	0.00	202.68	0.00	202.68
DYER, GARY W.	6952 TORRINGTON DRIVE	FRANKLIN OH	45005	0601315	1617699	207131013	0.00	130.76	0.00	130.76
WILLIAMS, MATTHEW & JA	6841 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601399	1615416	207131006	0.00	202.68	0.00	202.68
BOWMAN, DANA S	6957 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601406	1615483	207102022	0.00	209.22	0.00	209.22
WHITAKER, AUDREY Y.	8709 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601407	1601512	207102014	0.00	209.22	0.00	209.22
HOLLON, RITA M.	8981 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601423	1605917	207102018	0.00	274.60	0.00	274.60
BANKS, KENNETH EWAL	8543 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601437	1605801	207126019	0.00	209.22	0.00	209.22
BAIL, GERALDINE *	8617 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601441	1605046	207126004	0.00	209.22	0.00	209.22
DAY, RANDY LEE	8635 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601442	1603272	207126003	0.00	209.22	0.00	209.22
BAKER, WILLIAM H. & KIME	6920 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601449	1614657	207127015	0.00	209.22	0.00	209.22
DAY, KIMBERLY K.	6896 CASTLEBROOK DRIVE	FRANKLIN OH	45005	0601452	1614673	207127017	0.00	209.22	0.00	209.22
BLEVINS, RONALD R.	8607 CHESHIRE COURT	FRANKLIN OH	45005	0601477	1612174	207127005	0.00	209.22	0.00	209.22
LAMKIN, RUSSELL E. & *	8633 CHESHIRE COURT	FRANKLIN OH	45005	0601480	1612158	207127003	0.00	209.22	0.00	209.22



## 2020 Certification of Delinquent Water/Sewer Accounts

## District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
COOK, BENJAMIN R. &	8460 HEATHER COURT	FRANKLIN OH	45005	0601538	1612824	206451005	0.00	130.76	0.00	130.76
FRIESZELL, REBECCA A.	8421 HEATHER COURT	FRANKLIN OH	45005	0601542	1612875	206453003	0.00	209.22	0.00	209.22
SMITH, CHRISTOPHER W.	7112 TWIN VIEW DRIVE	FRANKLIN OH	45005	0601547	1602845	206453007	0.00	202.68	0.00	202.68
SPICER, LEWIS W. & NANCY	8160 FRANKLIN TRENTON	FRANKLIN OH	45005	0601563	1604988	206476014	0.00	209.22	0.00	209.22
GATEWOOD, THEODORE, I	17161 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0601575	1608371	206476018	0.00	209.22	0.00	209.22
YOUNG, LARRY W. & PATRICIA	7223 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0601576	1611305	206476002	0.00	209.22	0.00	209.22
TURBEN, BRENT J.	7865 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601631	1600711	205352009	0.00	209.22	0.00	209.22
HALL, SHARON, *	7937 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601636	1604091	205352005	0.00	209.22	0.00	209.22
FREDERICK, KENNETH J. *	7949 FRANKLIN_TRENTON	FRANKLIN OH	45005	0601637	1609963	205352004	0.00	209.22	0.00	209.22
WILSON, LORI A. & MARK	7975 FRANKLIN-TRENTON	FRANKLIN OH	45005	0601638	1601059	205352002	0.00	209.22	0.00	209.22
SPRINKLE, TERRY L. & *SANDRA	7836 TIMBERWIND TRAIL	CARLISLE OHIO	45005	0601698	1620157	205326011	0.00	109.22	0.00	109.22
ATLAS SHOWROOM *	7386 TIMBER WOLF DR	FRANKLIN OHIO	45005	0601704	1620170	205320002	0.00	209.22	0.00	209.22
KIDWELL, EMERY & VICKIE	7482 TIMBER VALLEY DR	FRANKLIN OHIO	45005	0601710	1620190	205326022	0.00	226.65	0.00	226.65
BRAY, SHARON LOUISE	8066 SHARON COURT	FRANKLIN OH	45005	0602029	1601091	206229003	0.00	209.22	0.00	209.22
RILEY, DETRA C. *	8208 TRAVIS COURT	FRANKLIN OH	45005	0602046	1613065	206226002	0.00	209.22	0.00	209.22
HOLT, ROGER WAYNE & LINDA	7969 TODD COURT	CARLISLE OH	45005	0602050	1613111	206226006	0.00	130.76	0.00	130.76
PIERMAN, JOHN M.	8149 MARTZ-PAULIN ROAD	CARLISLE OH	45005	0602069	1600982	131400018	0.00	209.22	0.00	209.22
NISBET, SEANA & RUSSELL	8751 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602120	1600648	132152020	0.00	209.22	0.00	209.22
MINTON, ROBERT H. & SHARON	8878 TWIN CREEK DRIVE	FRANKLIN OH	45005	0602125	1607707	132152016	0.00	209.22	0.00	209.22
HASTY, VERNON L., JR.	8780 TWIN CREEK DRIVE	FRANKLIN OH	45005	0602128	1604589	132152001	0.00	139.22	0.00	139.22
ROBINSON, GREGORY A.	8635 TWIN CREEK DRIVE	FRANKLIN OH	45005	0602149	1605828	132151019	0.00	209.22	0.00	209.22
DIVIS, GARY E.	8691 TWIN CREEK DRIVE	FRANKLIN OH	45005	0602152	1606786	132151016	0.00	209.22	0.00	209.22
LIPPS, ROBERT, JR. & ROBERTA	8747 TWIN CREEK DRIVE	FRANKLIN OH	45005	0602155	1610902	132151007	0.00	209.22	0.00	209.22
DESKI, DANIELLE L. & *DANIEL	8765 TWIN CREEK DRIVE	FRANKLIN OH	45005	0602156	1607928	132151025	0.00	209.22	0.00	209.22
PIERCY, CARRIE M.	8851 TWIN CREEK DRIVE	FRANKLIN OH	45005	0602162	1608134	132101006	0.00	130.76	0.00	130.76
GOINS, PEARL & PAMELA *	8884 ORIOLE DRIVE	FRANKLIN OH	45005	0602210	1605283	132204004	0.00	130.76	0.00	130.76
MC INTOSH, NATHAN DAVIS	8760 ORIOLE DRIVE	CARLISLE OH	45005	0602217	1607171	132204011	0.00	209.22	0.00	209.22
CAMPBELL, JAMES MICHAEL	7481 FINCH COURT	FRANKLIN OH	45005	0602264	1605518	132203001	0.00	209.22	0.00	209.22

## 2020 Certification of Delinquent Water/Sewer Accounts

## District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
BOWMAN, JEREMY LLOYD	7519 FINCH COURT	FRANKLIN OH	45005	0602266	1600371	132128019	0.00	209.22	0.00	209.22
MC LEAN, DAVID H.	8887 ORIOLE DRIVE	FRANKLIN OH	45005	0602273	1606727	132202004	0.00	209.22	0.00	209.22
BARROW, BENNY L. & SAN	8547 STARLING CIRCLE	CARLISLE OH	45005	0602314	1604309	132177008	0.00	209.22	0.00	209.22
WEISSMAN, ANTON & *	8564 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602410	1610058	132326001	0.00	209.22	0.00	209.22
WORKMAN, ANDREW S. &	7790 MYRTLE DR	FRANKLIN OH	45005	0602421	1600621	132303007	0.00	274.60	0.00	274.60
OWENS, MICHAEL S. & JU	7724 DIAN AVENUE	FRANKLIN OH	45005	0602436	1601822	132304014	0.00	209.22	0.00	209.22
MORRIS, ANDREA	7873 DIAN AVE	FRANKLIN OH	45005	0602447	1610422	132305005	0.00	202.68	0.00	202.68
REED, CHERYL & ELDON	7777 KAY STREET	CARLISLE OH	45005	0602457	1606794	132305020	0.00	130.76	0.00	130.76
MEYER, BERNIDA A.	7707 LYN DRIVE	CARLISLE OH	45005	0602465	1608339	132354017	0.00	209.22	0.00	209.22
ROSE, DAVID L. & CRYSTA	7759 LYN DRIVE	CARLISLE OH	45005	0602469	1607936	132354015	0.00	119.22	0.00	119.22
SIMMONS, RALPH A.	7773 LYNN DRIVE	FRANKLIN OH	45005	0602470	1606077	132354014	0.00	274.60	0.00	274.60
BARRETT, STEVEN B. & *	7789 LYN DRIVE	FRANKLIN OH	45005	0602471	1600541	132354013	0.00	209.22	0.00	209.22
BOWLIN, PATRICIA L., *	7848 LYNN DRIVE	FRANKLIN OH	45005	0602480	1611267	132353016	0.00	209.22	0.00	209.22
ROBERT JACOB THAYER	7800 LYNN DRIVE	FRANKLIN OH	45005	0602483	1609238	132353019	0.00	127.49	0.00	127.49
MEYER, LEWIS A. & MIRAC	7702 LYN DRIVE	FRANKLIN OH	45005	0602487	1604449	132353022	0.00	209.22	0.00	209.22
BUTLER, SARAH R. & *	7876 MARCIA DRIVE	FRANKLIN OH	45005	0602507	1608452	132354008	0.00	209.22	0.00	209.22
WISE, JAIME M.	7901 MARCIA DRIVE	FRANKLIN OH	45005	0602509	1601547	132355002	0.00	209.22	0.00	209.22
BECKER, JANET E. & BOOH	7958 DUBOIS ROAD	FRANKLIN OH	45005	0602537	1609009	132352014	0.00	209.22	0.00	209.22
HURSH, DIANE	7786 GAYLE DRIVE	FRANKLIN OH	45005	0602597	1605577	205105008	0.00	209.22	0.00	209.22
ISBEL, PAUL E. & KRISTI	7686 ANNE DRIVE	FRANKLIN OH	45005	0602606	1600117	205152005	0.00	209.22	0.00	209.22
RAY, JORDAN S.	7664 ANNE DRIVE	FRANKLIN OH	45005	0602607	1607383	205152006	0.00	130.76	0.00	130.76
REX RESIDENTIAL PROPER	7624 ANNE DRIVE	FRANKLIN OH	45005	0602609	1606271	205152008	0.00	202.68	0.00	202.68
PORTER, STEPHEN D.	7695 JILL LANE	FRANKLIN OH	45005	0602622	1609149	205154006	0.00	424.98	0.00	424.98
MC KNIGHT, CLINTON & M	7881 JILL LANE	FRANKLIN OH	45005	0602630	1603817	205153008	0.00	209.22	0.00	209.22
ALEXANDER, JAMES W. & S	7903 JILL LANE	CARLISLE OH	45005	0602631	1609971	205153007	0.00	209.22	0.00	209.22
BAILEY, RUTH P.	7927 JILL LANE	FRANKLIN OH	45005	0602632	1600109	205153006	0.00	209.22	0.00	209.22
STACY, BRIAN T. & *	7947 JILL LANE	CARLISLE OH	45005	0602633	1611089	205153005	0.00	209.22	0.00	209.22
CONDER, KEVIN RONALD	7685 ANNE DRIVE	FRANKLIN OH	45005	0602639	1604597	205151011	0.00	209.22	0.00	209.22

## 2020 Certification of Delinquent Water/Sewer Accounts

## District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
SCHUL, MARTIN E. & STEP	7945 LOWE DRIVE	CARLISLE OH	45005	0602641	1603027	205151009	0.00	209.22	0.00	209.22
ROUTSON, JACOB A. & TI	7851 ANNE DRIVE	FRANKLIN OH	45005	0602663	1607871	205103012	0.00	209.22	0.00	209.22
WILSON, WILLIAM	7894 SHERI LANE	CARLISLE OH	45005	0602665	1601016	205102012	0.00	274.60	0.00	274.60
CORWIN, PEYTON	7804 SHERI LANE	FRANKLIN OH	45005	0602669	1602403	205102016	0.00	209.22	0.00	209.22
HATFIELD, KENNETH & EV	7777 DUBOIS ROAD	FRANKLIN OH	45005	0602675	1610287	205102009	0.00	209.22	0.00	209.22
COOMER, TRAVIS & JENN	7846 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602689	1604945	205103005	0.00	202.68	0.00	202.68
GRIFFIN, TIMOTHY L. &	7708 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602696	1604244	205151002	0.00	209.22	0.00	209.22
MOORE, VERNIE L.	7458 MARTZ-PAULIN RD.	FRANKLIN OH	45005	0602707	1608576	205301002	0.00	209.22	0.00	209.22
JOHNSON, JANET A. & *	7633 GAYL DRIVE	FRANKLIN OH	45005	0602710	1608932	205152011	0.00	209.22	0.00	209.22
ODITT, RANDY G.	7665 GAYL DRIVE	FRANKLIN OH	45005	0602712	1605984	205152009	0.00	209.22	0.00	209.22
MARTZ, RONALD V. & DALE	9961 GERMANTOWN PIKE	FRANKLIN OH	45005	0604107	1620358	129301010	0.00	418.44	0.00	418.44
KRAUSE, MIKE	8801 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0604565	1606344	134202020	0.00	209.22	0.00	209.22
A & A COOK ENTERPRISES	5405 DAYTON OXFORD RD	FRANKLIN OH	45005	0604581	1602195	134202044	0.00	209.22	0.00	209.22
SMITH, LESHA M.	8831 CAM DRIVE	CARLISLE OH	45005	0604593	1606671	134128018	0.00	209.22	0.00	209.22
LEWIS, MICHAEL GENE	8967 CAM DRIVE	CARLISLE OH	45005	0604601	1617435	134128019	0.00	253.02	0.00	253.02
ROBINSON, WENDELL H. &	5651 FAIRVIEW AVENUE	CARLISLE OH	45005	0604979	1602918	134126026	0.00	209.22	0.00	209.22
ALEXANDER, ANTHONY L.	85797 FAIRVIEW AVENUE	CARLISLE OH	45005	0604987	1608665	134101004	0.00	209.22	0.00	209.22
KERNS, CHARLES STEWAR	9306 DAYTON-OXFORD RD.	FRANKLIN OH	45005	0605001	1605691	127426001	0.00	209.22	0.00	209.22
JOHNSON, ROGER D. & SH	9138 HERITAGE ROAD	CARLISLE OH	45005	0605024	1604279	127477010	0.00	209.22	0.00	209.22
BAKER, JON RYAN & HEAT	5229 MONTGOMERY AVE	FRANKLIN OH	45005	0605045	1605003	127476002	0.00	209.22	0.00	209.22
PROCTOR, MICHAEL	9218 KIPTON DRIVE	FRANKLIN OH	45005	0605048	1607031	127476006	0.00	130.76	0.00	130.76
NICHOLS, JOSHUA D. &	9162 KIPTON DRIVE	FRANKLIN OH	45005	0605051	1605526	127476009	0.00	134.22	0.00	134.22
BANGE, PAUL L. & MARY E.	9143 KIPTON DRIVE	FRANKLIN OH	45005	0605059	1602004	127455012	0.00	209.22	0.00	209.22
LAKES, BOBBY J., JR. &	8798 FRANKLIN TRENTON	CARLISLE OH	45005	0605106	1617222	206368002	0.00	209.22	0.00	209.22
BAUGHN, THOMAS M.	8910 PEBBLESTONE CT.	CARLISLE OH	45005	0605122	1618253	206354008	0.00	209.22	0.00	209.22
BERRY, RYAN D.	7214 BROOKSTONE DR	CARLISLE OH	45005	0605138	1618415	206362002	0.00	209.22	0.00	209.22
TAYLOR, NATHAN A. & KEE	8893 PEBBLESTONE CT.	CARLISLE OH	45005	0605147	1618180	206354002	0.00	130.76	0.00	130.76
MC CRAREY, CHARLES D.	87392 BROOKSTONE DR	CARLISLE OH	45005	0605158	1618695	206362010	0.00	209.22	0.00	209.22

2020 Certification of Delinquent Water/Sewer Accounts

District 6 CARLISLE SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
STAGGS, JASON S. & CHRI	7430 BROOKSTONE DR	CARLISLE OH	45005	0605161	1618660	206362007	0.00	209.22	0.00	209.22
WALLACE, TEENA M.	7310 BROOKSTONE DRIVE	FRANKLIN OH	45005	0605196	1618759	206362016	0.00	209.22	0.00	209.22
WOODSON, RONALD E. & R	7296 BROOKSTONE	CARLISLE OH	45005	0605197	1618768	206362017	0.00	209.22	0.00	209.22
WALKER, CALVIN E. & SAM	7256 BROOKSTONE CT	FRANKLIN OH	45005	0605200	1618792	206362020	0.00	209.22	0.00	209.22
COTTON, NATHAN L.	7222 PINEWOOD DR	CARLISLE OH	45005	0605205	1619195	206358024	0.00	274.60	0.00	274.60
WEBB, LISA G. & MICHAEL	8925 PERRY AVE	CARLISLE OH	45005	0605210	1619241	206354013	0.00	184.22	0.00	184.22
BLANTON, WILLIAM	7140 FRANKLIN-MADISON	CARLISLE OH	45005	0605218	1619322	206354021	0.00	209.22	0.00	209.22
FRIESZELL, JEFFREY S.	8956 PERRY AVE	CARLISLE OH	45005	0605225	1618962	206322027	0.00	209.22	0.00	209.22
COKELEY, MELINDA DENI	8940 PERRY AVE	CARLISLE OH	45005	0605226	1618970	206322026	0.00	209.22	0.00	209.22
OLIVER, CHRIS ALAN & AN	8924 PERRY AVE	CARLISLE OH	45005	0605227	1618989	206322025	0.00	209.22	0.00	209.22
LARISON, CHRISTOPHER &	7301 PINEWOOD DR	CARLISLE OH	45005	0605237	1619080	206322015	0.00	209.22	0.00	209.22
LONG, AMANDA E.	7326 PINEWOOD DR	CARLISLE OH	45005	0605242	1619136	206322010	0.00	209.22	0.00	209.22
BASS, HEATHER	8736 FRANKLIN-TRENTON	CARLISLE OH	45005	0605352	1619500	206368013	0.00	209.22	0.00	209.22
BROWN, RICHARD R. & GI	7029 COUNTRY WALK DR	CARLISLE OH	45005	0605354	1619527	206368015	0.00	209.22	0.00	209.22
TURNMIRE, JEREMY	8698 APPLERIDGE CT	CARLISLE OH	45005	0605363	1619616	206362025	0.00	209.22	0.00	209.22
FITZPATRICK, RALPH	8731 BUTTERFIELD CT	CARLISLE OH	45005	0605369	1619675	206362031	0.00	209.22	0.00	209.22
STACY, CHRISTOPHER E. &	8730 BUTTERFIELD CT	CARLISLE OH	45005	0605372	1619705	206362034	0.00	209.22	0.00	209.22
KITCHEN, BRIAN & CRYSTA	8671 GINGERWOOD CT	CARLISLE OH	45005	0605379	1620012	206362041	0.00	209.22	0.00	209.22
MYERS, THOMAS	8722 GINGERWOOD CT	FRANKLIN OH	45005	0605387	1620020	206362049	0.00	274.36	0.00	274.36
SIMPSON, TIMOTHY L.	8659 SWEETBRIAR CT	FRANKLIN OH	45005	0605392	1620025	206362054	0.00	274.60	0.00	274.60
ADAMS, JOSHUA N.	8688 SWEETBRIAR CT	FRANKLIN OH	45005	0605403	1620036	206362065	0.00	209.22	0.00	209.22
PARKER, MELVIN D. JR & *	8686 WINDSONG CT	FRANKLIN OH	45005	0605429	1620093	206362091	0.00	273.94	0.00	273.94
CHATTERTON, DANIEL & *	7444 COUNTRY WALK DR	CARLISLE OH	45005	0605438	1620102	206362100	0.00	209.22	0.00	209.22
WALSH, MICHAEL A.	7276 COUNTRY WALK DR	CARLISLE OH	45005	0605450	1620042	206393015	0.00	209.22	0.00	209.22
THACKER, JUSTIN R.	7262 COUNTRY WALK DR	CARLISLE OH	45005	0605451	1620043	206393016	0.00	202.68	0.00	202.68
							0.00	28,262.08	0.00	28,262.08

## 2020 Certification of Delinquent Water/Sewer Accounts

## District 7 DALE ACRES - SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
SELLS, BRADLEY & TARA	10329 ELIZABETH ST.	GOSHEN OH	45122	0700016	2617251	1713152014	0.00	68.60	0.00	68.60
MANSFIELD, DEBBIE L. *	10397 ELIZABETH ST.	GOSHEN OH	45122	0700021	2604809	1713152009	0.00	61.64	0.00	61.64
GRIFFITH, SARAH T. & *	5335 VALLEY VIEW DR	MORROW OH	45152	0701187	2637358	1718170010	0.00	81.81	0.00	81.81
SMITH, JOYCE A.	5180 APPALOOSA CIRCLE	MORROW OH	45152	0704033	2633817	1724203018	0.00	89.66	0.00	89.66
BEDOFF, LINDA & STEVEN	5197 APPALOOSA	MORROW OH	45152	0704084	2634504	1724202026	0.00	64.58	0.00	64.58
RAMSEY, ANTHONY W.	5575 APPALOOSA CIRCLE	MORROW OH	45152	0704089	2635935	1724204039	0.00	61.64	0.00	61.64
CORELLI, RICHARD & MAR	5280 APPALOOSA CIRCLE	MORROW OH	45152	0704117	2635963	1724203052	0.00	146.63	0.00	146.63
PICK, KEITH G.	5415 APPALOOSA CIRCLE	MORROW OHIO	45152	0704170	2637397	1724204044	0.00	61.64	0.00	61.64
WATSON, SCOTT & AMY C.	5454 APPALOOSA CIRCLE	MORROW OH	45152	0704180	2637407	1724203095	0.00	82.55	0.00	82.55
PIKE, JOSHUA A. & *	5472 APPALOOSA CIRCLE	MORROW OH	45152	0704181	2637408	1724203096	0.00	124.49	0.00	124.49
PARRIS, REBEKAH L. &	5257 MAN O WAR DRIVE	MORROW OHIO	45152	0705072	2636534	1724144012	0.00	127.39	0.00	127.39
WRIGHT, RALPH E. & KELL	2660 AFFIRMED DR	MORROW OH	45152	0705098	2636560	1724263003	0.00	446.17	0.00	446.17
ANTONY, CIMI & SIMPSON,	2699 AFFIRMED DR	MORROW OHIO	45152	0705113	2636575	1724406001	0.00	61.64	0.00	61.64
HARRIS, KIMBERLY & *	2739 UNBRIDLED WAY	MORROW OHIO	45152	0705216	2638217	1724424003	0.00	58.84	0.00	58.84
HOLZER, ALEXANDER R. &	2693 UNBRIDLED WAY	MORROW OHIO	45152	0705224	2638225	1724424011	0.00	66.02	0.00	66.02
BALL, RONALD R., III	3027 YELLOWTAIL TERRAC	MORROW OHIO	45152	0706019	2635999	1718110019	0.00	167.69	0.00	167.69
CHACON, JENNIFER & LAN	3160 SHADOW RIDGE CT	MORROW OH	45152	0706072	2636052	1718180014	0.00	88.38	0.00	88.38
YANG, HONG	3178 SHADOW RIDGE CT	MORROW OH	45152	0706075	2636055	1718180017	0.00	72.10	0.00	72.10
JAKOBI, MICHAEL J.	3143 YELLOWTAIL TERRAC	MORROW OHIO	45152	0706146	2637226	1718130010	0.00	58.84	0.00	58.84
KRUMMEN, KRISTY & *	7565 TURNBERRY CT	MAINEVILLE OH	45039	0743028	2636870	1728104035	0.00	121.79	0.00	121.79
LIKE, EVAN K. & NICOLE E.	1455 EAGLE CT	MAINEVILLE OH	45039	0744029	2637180	1728335010	0.00	189.78	0.00	189.78
STREFELT, KIMBERLY A. &	1509 SOARING WAY	MAINEVILLE OHIO	45039	0744042	2637193	1728335023	0.00	117.21	0.00	117.21
HATTON, CLINTON M. & AB	1747 MOUNTS RD	MORROW OH	45152	0745913	3205224	1728470009	0.00	138.50	0.00	138.50
MC FARLAND, MICHAEL P	1630 DOWN CT	MORROW OHIO	45152	0745974	3205241	1728415004	0.00	71.58	0.00	71.58
							0.00	2,629.17	0.00	2,629.17



9/1/2020

**2020 Certification of Delinquent Water/Sewer Accounts**  
**District 8 SOCIALVILLE WATER AND SEWER**

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
BINIK-THOMAS, AARON & *	9981 WHIPPOORWILL LANE	MASON OH	45040	0801098	1002015	1502379016	0.00	112.68	0.00	112.68
KUMMER, GREGORY D.	5952 BONNIE LEE LANE	MASON OH	45040	0802806	0806552	1632351002	0.00	130.76	0.00	130.76
HERSHNER, TIMOTHY P.	8576 LAKE CHETAC DR	CINCINNATI OH	45241	0803120	1000462	1502152008	0.00	537.53	0.00	537.53
		3					0.00	780.97	0.00	780.97

9/1/2020

### 2020 Certification of Delinquent Water/Sewer Accounts

#### District 9 HARVEYSBURG WATER AND SEWER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
JOHNS, JERRY J.,II	9770 WILMINGTON	HARVEYSBURG OH	45032	0901173	4503732	1011305003	0.00	490.36	0.00	490.36
PILLAR OF FIRE WORSHIP	73 E. SOUTH STREET	HARVEYSBURG OH	45032	0901397	4503368	1017431013	101.03	86.86	0.00	187.89
COUNTEE, MARIETTA *	183 FROST STREET	HARVEYSBURG OH	45032	0901571	4502621	1017435007	0.00	490.36	0.00	490.36
HARM, THOMAS W. & KIM	40 WEST SOUTH ST	HARVEYSBURG OH	45032	0901597	4502426	1017434009	0.00	490.36	0.00	490.36
			4				101.03	1,557.94	0.00	1,658.97

9/1/2020

**2020 Certification of Delinquent Water/Sewer Accounts**  
District 10 BUTLER COUNTY WATER

<u>Property Owner Name</u>	<u>Street</u>	<u>City and State</u>	<u>Zip</u>	<u>Account#</u>	<u>Auditor #</u>	<u>Parcel #</u>	<u>Water</u>	<u>Sewer</u>	<u>Other</u>	<u>Total</u>
THOMPSON, MICHAEL N.	& 4129 BLUESTEM DR	LEBANON OHIO	45036	1012331	5333340	825276074	24.21	0.00	0.00	24.21
		1					24.21	0.00	0.00	24.21



# Resolution

Number 20-1224

Adopted Date September 01, 2020

## ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills from 8/25/20/20 and 8/27/20 as attached hereto and made a part hereof.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor ✓

# Resolution

Number 20-1225

Adopted Date September 01, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR RIVERCREST, SECTION FOUR, PHASE A IN HAMILTON TOWNSHIP.

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

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

## BOND REDUCTION

Bond Number	:	17-010 (P/S-M)
Development	:	Rivercrest, Section Four, Phase A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$43,663.30
Surety Company	:	Berkley Insurance Company (0207645)

BE IT FURTHER RESOLVED: the original amount of bond was \$256,728.02 and after a previous bond reduction of \$155,999.48 and the above reduction, the new required bond amount is \$57,065.24.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249  
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-1226

Adopted Date September 01, 2020

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

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

## BOND REDUCTION

Bond Number	:	19-016 (P/S)
Development	:	Rivercrest, Section Four, Phase B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$84,853.51
Surety Company	:	Berkley Insurance Company (0225051)

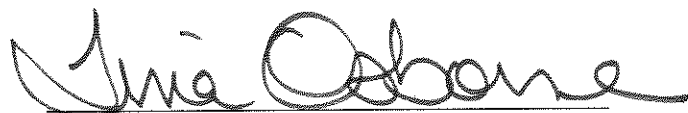
BE IT FURTHER RESOLVED: the original amount of bond was \$151,580.59 and after the above reduction, the new required bond amount is \$66,727.08.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249  
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830  
Engineer (file)  
Bond Agreement File

# Resolution

Number 20-1227

Adopted Date September 01, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR RIVERCREST, SECTION FOUR, PHASE C SITUATED IN HAMILTON TOWNSHIP.

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

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

## BOND REDUCTION

Bond Number	:	19-009 (P/S-M)
Development	:	Rivercrest, Section Four, Phase C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$62,919.89
Surety Company	:	Berkley Insurance Company (0222653)

BE IT FURTHER RESOLVED: the original amount of bond was \$112,069.75 and after the above reduction, the remaining bond amount is \$49,149.86.

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


Mr. Young – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249  
Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830  
Engineer (file)  
Bond Agreement file

# Resolution

Number 20-1228

Adopted Date September 01, 2020

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR RIVERCREST, SECTION THREE, PHASE A SITUATED IN HAMILTON TOWNSHIP

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

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

## BOND REDUCTION

Bond Number	:	15-016 (P/S-M)
Development	:	Rivercrest, Section Three, Phase A
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Reduction Amount	:	\$103,670.30
Surety Company	:	Argonaut Insurance Company (SUR0035857)

BE IT FURTHER RESOLVED: the original amount of bond was \$188,093.70 and after the above reduction, the remaining bond amount is \$84,423.40.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Ste 100, Cincinnati, OH 45249  
Argonaut Insurance Company, P.O. Box 469011, San Antonio, TX 78246  
Engineer (file)  
Bond Agreement (file)

# Resolution

Number 20-1229

Adopted Date September 01, 2020

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH GRAND COMMUNITIES, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN GRANTS FREDERICK, SECTION TWO, BLOCK C, SITUATED IN THE VILLAGE OF SOUTH LEBANON

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

## SECURITY AGREEMENT


Bond Number	:	20-018 (W/S)
Development	:	Grants Frederick, Section Two, Block C
Developer	:	Grand Communities, LLC
Municipality	:	Village of South Lebanon
Amount	:	\$5,761.45
Surety Company	:	Berkley Insurance Company (0230379)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cgb

cc: Grand Communities, LLC, 3940 Olympic Blvd, Suite 400, Erlanger, KY 41018  
Berkley Insurance Company, 412 M. Kemble Suite 310N, Morristown, NJ 07960  
Water/Sewer (file)  
Bond Agreement file

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

**WATER AND/OR SANITARY SEWER**

Security Agreement No.

20-018 (w/s)

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

**WITNESSETH:**

**WHEREAS**, the Developer is required to install certain improvements in Grants Frederick  
Subdivision, Section/Phase <sup>Section 2 Block C</sup> (3) (hereinafter the "Subdivision") situated in  
Village of SOUTH LEBANON Hamilton(4) Township, Warren County, Ohio, in accordance with the Warren County  
Subdivision regulations (hereinafter called the "Improvements"); and,

**WHEREAS**, it is estimated that the total cost of the Improvements is \$57,614.50,  
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 \$5,761.45 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

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Dave Stroup

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3940 Olympic Boulevard, Suite 400

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Erlanger, KY 41018

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Ph. (859 ) 344 - 3131

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D. To the Surety:

Berkley Insurance Company

412 M. Kemble Suite 310N

Morristown, NJ 07960

Ph. (515 ) 473 - 3402

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:**

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

SIGNATURE: 

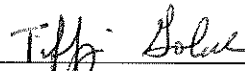
PRINTED NAME: Todd E. Huss

TITLE: President

DATE: 7/13/20

**SURETY:**

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

SIGNATURE: 

PRINTED NAME: TIFFANY GOBICH

TITLE: ATTORNEY-IN-FACT

DATE: 7-9-20

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

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 20-1229, dated 9/1/20.

**WARREN COUNTY  
BOARD OF COUNTY COMMISSIONERS**

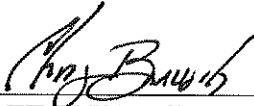
SIGNATURE: \_\_\_\_\_

PRINTED NAME: David Young

TITLE: President

DATE: 9/1/20

RECOMMENDED BY:

By:   
SANITARY ENGINEER

APPROVED AS TO FORM:

By:   
COUNTY PROSECUTOR

Key:

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

Bond No. 0230379

## MAINTENANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**, Grand Communities, LLC, 3940 Olympic Blvd., Suite 400, Erlanger, KY 41018 as Principal, and Berkley Insurance Company, a corporation organized under the laws of the Delaware with principal place at 475 Steamboat Road, Greenwich, CT 06830, 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 Five Thousand Seven Hundred Sixty One and 45/100 Dollars, (\$ 5,761.45), 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 9th day of July, 2020.

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

Water Main in Grants Frederick Section 2C Subdivision

---

in Hamilton Township, Warren County, Ohio

---

and

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

NOW THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, That is said Principal shall, for a period of One (1) year(s) from and after the 9th day of July, 2020, 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 475 Steamboat Road, Greenwich, CT 06830 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

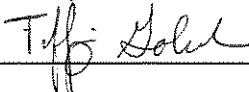
By:   
Todd E. Huss

President

Its: \_\_\_\_\_

Berkley Insurance Company

Surety

By:   
Tiffiany Gobich

Its: \_\_\_\_\_  
Attorney-in-Fact

POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Dan E. Ries; Susan A. Yeazell; Tiffany Gobich; or Anne Tierney of USI Insurance Services, LLC of Cincinnati, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12 day of AUGUST, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman  
Executive Vice President & Secretary

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 12 day of AUGUST, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES  
APRIL 30, 2024

Maria C. Rundraken  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 9<sup>th</sup> day of July, 2020.

(Seal)

Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.



# Resolution

Number 20-1230

Adopted Date September 01, 2020

ACCEPT AMENDED CERTIFICATE, AND APPROVE A SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS CYBER SECURITY FUND #2209

WHEREAS, the Board of Elections has received federal dollars from the Help America Vote Act to use on upgrading their Cyber Security System; and

WHEREAS, in order to expend said funds an amended certificate and supplemental appropriation are necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate from the Warren County Budget Commission in the amount of \$40,000.00 and approve the following supplemental appropriation adjustment within Board of Elections Cyber Security Fund 2209:

## Supplemental Appropriations

\$2,000.00	into	22091300-5320	(Capital Purchased Services)
\$15,000.00	into	22091300-5210	(Supplies)
\$23,000.00	into	22091300-5400	(Purchase Services)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 28,2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
BOE Elections Security Grants	\$50,000.00		\$240,205.70	\$290,205.70
Fund 2209				
<b>TOTAL</b>	\$50,000.00	\$0.00	\$240,205.70	\$290,205.70

 )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission  
 \_\_\_\_\_ )

# Resolution

Number 20-1231

Adopted Date September 01, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO BOARD OF ELECTIONS TECH  
FUND #2209

WHEREAS, it is necessary to have appropriations in place to make purchases related  
Cybersecurity; and

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

\$19,007.00 into 22091300-5210 (Material & Supplies)

\$20,000.00 into 22091300-5317 (Non-Capital Purchases)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/bs

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

# Resolution

Number 20-1232

Adopted Date September 01, 2020

ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR GRANTS ADMINISTRATION FUND #2265

WHEREAS, additional funding was made available to the Community Development Block Grant program due to the 2020 CARES Act signed in response to the COVID-19 pandemic; and

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission for Fund #2265 in the amount of \$687,927.53; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:

\$623,401.25 into #22653420-5317 (Non-Capital Purchases)

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm\

cc: Auditor ✓  
Amended Certificate file  
Supplemental App file  
Grants Administration (file)

## AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

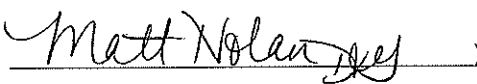
Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 27, 2020

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2020, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2020	Taxes	Other Sources	Total
Community Development	\$222,258.27		\$1,572,927.53	\$1,795,185.80
Fund 2265				
<b>TOTAL</b>	<b>\$222,258.27</b>	<b>\$0.00</b>	<b>\$1,572,927.53</b>	<b>\$1,795,185.80</b>

  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ ) Budget  
 \_\_\_\_\_ ) Commission

AMEND 2021  
 Fund 2265 Total +687,927.53  
 2265 42543 -40,841.01  
 2265 42941 +715,868.54  
 2265 45331 +12,900.00

# Resolution

Number 20-1233

Adopted Date September 01, 2020

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO HUMAN SERVICES FUND #2203

WHEREAS, the Department of Human Services has requested that the second disbursement of their mandated share for SFY 2021 be transferred into the Human Services Public Assistance Fund #2203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #1101 into Human Services Fund #2203:

\$15,933.00	from	#11011112-5742	(Commissioners Grants - Public Assistance)
	into	#2203-49000	(Human Services - Public Assistance)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Operational Transfer file  
Human Services (file)  
OMB

# Resolution

Number 20-1234

Adopted Date September 01, 2020

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO SHERIFF'S OFFICE FUND #2295

BE IT RESOLVED, to approve the following supplemental appropriations:

\$3,500.00    into    22952200-5210    (Material & Supplies)

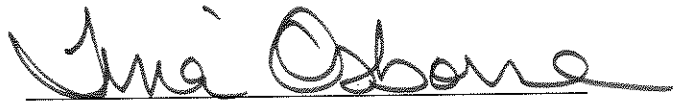
\$700.00    into    22952200-5910    (Other Expenses)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:    Auditor ✓  
      Supplemental App. file  
      Sheriff (file)

# Resolution

Number 20-1235

Adopted Date September 01, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE PROBATION FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Fund #11012500 in order to process a vacation leave payout for Macey Gunther former employee of Juvenile Probation:

\$1,861.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012500-5882	(Juvenile Probation - Vacation Leave Payout)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile Probation (file)  
OMB



# Resolution

Number 20-1236

Adopted Date September 01, 2020

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND  
#11011110 INTO JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners  
Fund #11011110 into Juvenile Detention Fund #11012600 in order to process a vacation leave  
payout for Jay Ashbaugh former employee of Juvenile Detention:

\$1,499.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(Juvenile Detention - Vacation Leave Payout)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
Juvenile Detention (file)  
OMB

# Resolution

Number 20-1237

Adopted Date September 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,500.00	from	#11011220-5820	(Health/Life Insurance)
	into	#11011220-5317	(Non Capital Purchases)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 20-1238

Adopted Date September 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#10111240

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

\$ 20,000.00	from	11011240-5415	(Indigent Attorneys)
	into	11011240-5410	(Contracts BOCC Approved)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 20-1239

Adopted Date September 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND  
11012200

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,995.00	from	11012200 5460	(Sheriff Insurance)
	into	11012200 5318	(Data Bd. Approv. – Non Capital)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 20-1240

Adopted Date September 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND #2206

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2000.00	from	#22062700 5310	(Vehicle Capital Outlay)
	into	#22062700 5400	(Purchased Services)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

# Resolution

Number 20-1241

Adopted Date September 01, 2020

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANT FUND #2251

BE IT RESOLVED, in order to process purchase orders related to the COAP funded CARE project with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$60,000.00    from    #22511111-5400    (Purchased Services)  
                  into    #22511111-5410    (BOCC Approved Contracts)

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc:    Auditor              
          Appropriation Adj. file  
          Grants (file)

# Resolution

Number 20-1242

Adopted Date September 01, 2020

CREATE RATES AND CHARGES FOR THE COUNTY STORM WATER MANAGEMENT DISTRICT NO. 1 IN ACCORDANCE WITH SECTION 6117 OF OHIO REVISED CODE

WHEREAS, certain funds are required to implement the federally mandated NPDES Phase II program in the manner described in the Warren County Storm Water Management Plan submitted to the Ohio Environmental Protection Agency; and

NOW THEREFORE BE IT RESOLVED, to create reasonable rates and charges through the Warren County Stormwater Management District No. 1 to fund the Warren County Storm Water Management Plan as filed with the Ohio Environmental Protection Agency under conditions of the National Pollution Discharge Elimination System (NPDES) Phase II Permit. Those townships part of the plan are Clearcreek, Franklin, Hamilton, Turtlecreek, and Union Townships; and

BE IT FURTHER RESOLVED, to charge each parcel with building values greater than \$10,000.00 in the townships listed above an amount of \$12.00 per year that will be placed annually on the tax duplicate by the County Auditor as permitted under Section 6117.02 of the Ohio Revised Code.

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (certified)  
Engineer (file)

# Resolution

*Number* 20-1243

*Adopted Date* September 01, 2020

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 1<sup>st</sup> day of September 2020.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners file



## **REQUISITIONS**

<b>Department</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Amount</b>
BOE	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	MAIL INSERTER	\$ 49,569.41
BOE	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	ENVELOPE PRINTER	\$ 14,605.92
GRA	JOHN R JURGENSEN COMPANY	FY20 FRANKLIN TWP GRANDVIEW CDBG PROJECT	\$ 106,700.00
TEL	SOUND COMMUNICATIONS INC	SOUND COMM. VERINT MEDIA RECORDING PROJECT	\$ 135,816.33
GRA	KINGS LOCAL SCHOOL	COAP KINGS SCH VICTIM SERVICES	\$ 5,000.00

9/1/2020

APPROVED:



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Tiffany Zindel, County Administrator