

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0090

Adopted Date January 18, 2022

AUTHORIZE THE POSTING OF THE "ECONOMIC DEVELOPMENT SPECIALIST" POSITION, WITHIN THE ECONOMIC DEVELOPMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists an opening for the "Economic Development Specialist" position within the Economic Development Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Economic Development Specialist" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 14, 2022.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)
OMB – S. Spencer

Resolution

Number 22-0091

Adopted Date January 18, 2022

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JULIE ARROWOOD,
ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Ms.
Arrowood; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Julie Arrowood not to exceed twelve (12) weeks; pending further documentation from Ms.
Arrowood.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
J. Arrowood's FMLA file
OMB – Sue Spencer

Resolution

Number 22-0092

Adopted Date January 18, 2022

RESCIND RESOLUTION #21-1650 WHICH AUTHORIZED THE HIRING OF JAMES SARGEANT JR. AS SERVICE WORKER I WITHIN FACILITIES MANAGEMENT

WHEREAS, Mr. Sargeant has indicated he is declining the Service Worker I position ; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #21-1650 adopted November 30, 2021, which authorized the hiring of James Sargeant, Jr as Service Worker I within Facilities Management Department.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

cc: Facilities Management (file)
J. Sargeant's Personnel file
OMB-Sue Spencer

Resolution

Number 22-0093

Adopted Date January 18, 2022

AUTHORIZE THE POSTING FOR "CUSTODIAL WORKER I" POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Custodial Worker I" position within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of "Custodial Worker I" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 13, 2022.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB – Sue Spencer

Resolution

Number 22-0094

Adopted Date January 18, 2022

AUTHORIZE THE POSTING OF THE "ALTERNATIVE RESPONSE CASEWORKER I OR II" AND "PROTECTIVE SERVICES CASEWORKER I OR II" POSITIONS, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists two openings for an "Alternative Response Caseworker I or II and Protective Services Caseworker I or II " positions within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Alternative Response Caseworker I or II" and " Protective Services Caseworker I or IP" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning January 14, 2022.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (File)
S. Spencer - OMB

Resolution

Number 22-0095

Adopted Date January 18, 2022

REMOVE PROBATIONARY EMPLOYEE FROM EMPLOYMENT WITHIN THE EMERGENCY SERVICES DEPARTMENT

WHEREAS, Ryan Lipinski began employment with the Warren County Emergency Services on October 11, 2021, subject to a 365-day probationary period; and

WHEREAS, Section 6.1 of the Warren County Dispatch Association Contract states that an employee serving an initial probationary period may be terminated at any time; and

WHEREAS, the Emergency Services Director, has recommended said employee be terminated for failing to meet the standards of the Emergency Communications Operator position; and

NOW THEREFORE BE IT RESOLVED, to remove Ryan Lipinski from employment within the Emergency Services Department for failing to meet the standards of his position, effective January 11, 2022.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Emergency Services (file)
R. Lipinski's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 22-0096

Adopted Date January 18, 2022

ACCEPT RESIGNATION OF KELLY NAPIER, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE JANUARY 21, 2022


BE IT RESOLVED, to accept the resignation, of Kelly Napier, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective January 21, 2022.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0097

Adopted Date January 18, 2022

AUTHORIZE NECESSARY DOCUMENTATION FOR THE PAYMENT OF AMERICAN RESCUE PLAN ACT FUNDS TOWARD THE MIDDLETOWN MULTI-USE ENTERTAINMENT VENUE

WHEREAS, the Board of County Commissioners has authorized a framework for the expenditure of American Rescue Plan Act dollars for a variety of projects throughout the County; and

WHEREAS, the Board of County Commissioners is desirous of providing funds for the purposes of a market demand, competitive analysis, and financial feasibility study related to the Middletown Multi-Purpose Entertainment Venue; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator or Deputy County Administrator to create a purchase order and enter into necessary documentation for the transfer of funds to the City of Middletown.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)
City of Middletown file
Commissioners' file
M. Russell
S. Mason

Resolution

Number 22-0098

Adopted Date January 18, 2022

APPOINT EVALUATION COMMITTEE TO REVIEW REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL CONSULTANT SERVICES RELATIVE TO BROADBAND SERVICES AND MAKE A RECOMMENDATION TO THE BOARD OF COUNTY COMMISSIONERS

WHEREAS, on December 14, 2021, the Board of County Commissioners authorized the issuance of a Request for Qualifications for professional consultant services related to broadband services; and

WHEREAS, the Request for Qualifications was advertised on December 19, 2021 with responses due by 12:00pm, January 14, 2022; and

WHEREAS, the Board of County Commissioners desires to name a review committee to review responses and make a recommendation on the best path forward; and

NOW THEREFORE BE IT RESOLVED, to name Gary Estes, Paul Kindell, and Matthew Schnipke to the review committee for Request for Qualifications responses.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)
OMB Bid file

Resolution

Number 22-0099

Adopted Date January 18, 2022

ENTER INTO PROFESSIONAL SERVICE CONTRACT WITH CLINTON COUNTY RELATIVE TO BUILDING INSPECTION SERVICES

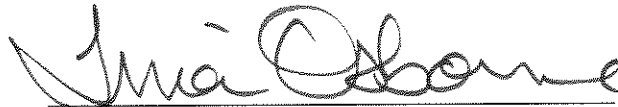
BE IT RESOLVED, to enter into a professional service contract with Clinton County for the purpose of Warren County providing building inspection services, plan review and Building Official services on behalf of Clinton County; copy of said contract is attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Clinton County
Building Department (file)

Clinton County Ohio

Professional Service Contract

This agreement is made by and between Clinton County, Ohio, hereinafter referred to as "county" and the Warren County Board of County Commissioners, hereinafter referred to as "Contractor", witnesses:

Whereas, the Warren County Building Department has been certified by the State of Ohio Board of building Standards to exercise enforcement authority, to accept and approve plans and specifications, and to make inspections pursuant to sections 3781.10 (E) (1) and (E) 2 of the Ohio Revised Code; and

Whereas, the Clinton County, Ohio desires to engage the services of the Contractor to perform Services as listed in "Scope of Services" and as defined in Exhibit A; and

Whereas, the Contractor is authorized to enter into this Professional Service Contract with the Clinton County, Ohio pursuant to section 3017.15 (A) (1) of the Ohio Revised Code; and

Now, Therefore, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor shall, in a satisfactory and proper manner as determined by County to provide inspection scheduling, building inspection, plan review, and Building Official Services.
2. **Term.** The services of the Contractor shall be in effect for three years beginning February 1, 2022.
3. **Compensation and Method of Payment.** County shall pay Contractor for services rendered seventy-five percent (75%) of all building permit related fees as charged by County excluding the supplemental 1% or 3% fee paid directly to the Ohio Board of Building Standards. County may waive all or part of the fees due by an applicant for a specific permit but such action shall not relieve Clinton County of the obligation to pay seventy-five percent (75%) of then published fee schedule to Contractor. Collection of the permit fees shall be the sole responsibility of County.
4. **SUBCONTRACTING.** None of the work or services covered by this Contract shall be subcontracted without the prior approval of County. Any work or services subcontracted hereunder shall be specified by written contract reviewed by the County before execution, which contract shall explicitly state that it is subject to each provision of this Contract.
5. **ASSIGNABILITY.** The contractor shall not assign any interest in this contract, and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of County. Provided, however, that the claims for money due or to become due the Contractor from County under this contract may be assigned to a bank, trust company, or other financial institution. Notice of any such assignment or transfer shall be furnished promptly to Clinton County, Ohio.

6. TERMINATION.

- a. **Termination of Contract for cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants or agreements of this Contract, Clinton County Ohio shall have the right to terminate this Contract by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) Days before such effective date. In such event all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of Clinton County, Ohio become its property and the Contractor shall be entitled to received equitable compensation for any work satisfactory completed. Notwithstanding the above, the Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of the Contract by the Contractor, and the County may without any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due County from the Contractor is determine. Payments that are being withheld shall be deposited in an interest bearing escrow account until actual damaged are determined.
- b. **Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, County reserves the right, at is sole option, as an alternative to termination of the Contract, to reduce the services required herein of the contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.
- c. **Termination of Contract for Convenience.** Both the County and the Contractor may terminate this Contract at any time by giving at least one-hundred and twenty (120) days notice in writing. If the Contract is terminated as provide herein, the County shall be paid an amount which bears the same ration to the total compensation as the services actually performed bear to the total services of the County covered by this Contract, less payments of compensation previously made.

7. COMPLIANCE WITH LAWS AND POLICIES.

- a. In the performance of services under this Contract, the Contractor shall comply with all statues, ordinances, regulations, and rules of the State of Ohio and County which are applicable to the expenditure of public funds, and in effect at the time of service.
- b. Whenever under the Contract, County notices, approvals, authorizations, waivers, instructions or determinations are required, they shall be effective only when given either (1) in writing and signed by County or (2) by general issuances or regulations issued from time-to-time by County.

8. LIABILITY

- a. All personnel or agents of the Contractor shall, for the purposed of allocations of liability to third parties only, be deemed to be acting under the direction and control of the Contractor and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents.

In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

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

9. EVALUATION, REPORTS, INFORMATION, AND AUDIT. The Contractor agrees to participate fully in all evaluation activities initiated by Clinton County, Ohio. At such times and in such form County may require, the Contractor shall furnish County such reports as may be requested pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract. Contractor will provide on a monthly basis a summary report of work completed. The Contractor shall retain all financial and administrative records for a minimum of three years following completion of the contract, and shall permit County or any of its representatives or auditors to such records.

10. CONFLICT OF INTEREST.

- a. No officer, employee, or agent of County who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Contract; and the Contractor shall take appropriate steps to assure compliance.
- b. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest direct or indirect. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

11. INSURANCE. As evidence of the Contractor's ability to be responsible for its allocation of risks stated in paragraph 8 herein, the Contractor warrants it is self-insured for Worker's Compensation, and further, for purposes of public liability insurance the Contractor is self-insured but is a member of a risk shared pool coverage, namely County Risk Sharing Authority (C.O.R.S.A.) whose contact information is: 209 E. State Street Columbus, Ohio 43215. Telephone: 1-866-455-8039 and web page: <http://www.ccao.org> the coverage and policy of limits of which being identified in the attached memorandum of Coverage (2011-2012). The Contractor further warrants it will notify Clinton County, Ohio in accordance with the notice requirements set forth in paragraph 12 herein of any changes in its worker's compensation or public liability coverage no less than ten (10) days prior to such change or cancellation. If the Contractor elects to sub-contract any of its duties and responsibilities under this agreement, the Contractor will notify Clinton County, Ohio, in accordance with the notice requirements set forth in paragraph 12 herein, no less than ten (10) days prior use of any sub-contractor, and any such sub-contractor shall maintain worker's compensation insurance and professional liability insurance, the minimum coverage of

which must be approved by Clinton County, Ohio. Any subcontractor must name the Contractor and Clinton County, Ohio as an additional insured. All sub-contractors must provide a certificate of insurance, executed by the insuring company or its authorized agent, to the Contractor and Clinton County, Ohio indicating the types and amount of coverage, and naming the insured parties including the Contractor and Clinton County, Ohio as additional insureds. As evidence of Clinton County, Ohio ability to be responsible for its allocation of risks stated in paragraph 8 herein, Clinton County, Ohio warrants it is a member of a risk shared pool coverage, namely County Risk Sharing Authority (C.O.R.S.A.) whose contact information is: 209 E. State Street Columbus, Ohio 43215. Telephone: 1-866-455-8039 and web page: <http://www.ccao.org>. Evidence of coverage is attached hereto.

- 12. NOTICE.** All notices hereunder shall in writing and shall be served by certified mail, return receipt requested and addressed as follows:

If to Warren County: **Warren County Commissioners**
 406 Justice Drive
 Lebanon, Ohio 45036

If to Clinton County: **Clinton County Commissioners**
 46 S. South Street
 Wilmington, Ohio 45177

- 13. SEVERABILITY.** In the event that any provision of this contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner the legality of the remaining provisions and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

IN WITNESS WHEREOF, Clinton County, Ohio has executed this agreement on this 5 day of January, 2022.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that the funds required for this Contract have been lawfully appropriated and are in the Treasury or are in the process of collection to the credit of the Appropriate fund, free from prior encumbrance.

X 

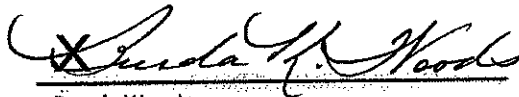
Terry Habermehl
Auditor, Clinton County, Ohio

Approved as to Form:

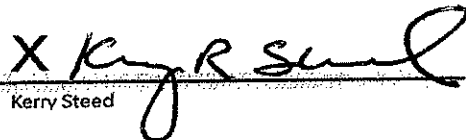
X 

Justin Dekman
Assistant Prosecutor, Clinton County, Ohio

CLINTON COUNTY COMMISSIONERS

X 

Brenda Woods

X 

Kerry Steed

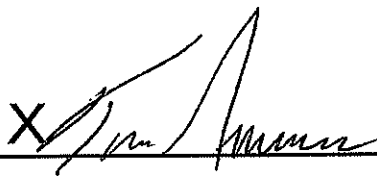
X 

Mike McCarty

IN WITNESS WHEREOF, Warren County, Ohio has executed this agreement on this 18 day of January, 2022.

WARREN COUNTY COMMISSIONERS

WARREN COUNTY COMMISSIONERS

X  _____

Warren County Commissioner

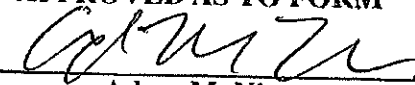
X _____

Warren County Commissioner

X  _____

Warren County Commissioner

APPROVED AS TO FORM

 _____

Adam M. Nice
Asst. Prosecuting Attorney

EXHIBIT A

1. County agrees that Contractor shall exercise enforcement authority for inspections and make inspections on behalf of Clinton County, Ohio and shall review plans and specifications. Such authority conveyed to Contractor by this agreement shall be no more than the authority conveyed to Clinton County, Ohio by its building Codes and by the Ohio Revised Code Sections 3781.10 (E) (1) and (E) (2).
2. Contractor agrees to exercise enforcement authority for inspections and plan review within Clinton County Ohio and to make inspections and plan review on behalf of Clinton County, Ohio. No waiver of code requirements shall be issued by Contractor. Inspections shall be performed on a daily basis during regular business hours except for inspections that must be performed during hours of darkness or during commercial "Shut-down" conditions. Plan review shall routinely be performed within 72 hours of receipt of plans, for 1, 2, and 3 family dwellings. Plans to be reviewed under the requirements of the Ohio building Code will routinely be reviewed within 3 to 10 business days from receipt of plans. Failure to render services in compliance with the Ohio Building Code will result in non-payment to Contractor. Plans are to be submitted to the Clinton County Building and Zoning Office at its address as identified above.
3. Contractor agrees that inspectors will be available by telephone to respond to citizen queries between 8am and 5pm Monday through Friday. All inspectors and plan reviewers will maintain the relevant state certification as required by law.
4. County has established a statutory building permit fee schedule, as enumerated in the ordinances of Clinton County, Ohio. The fee schedule may be changed upon approval by Clinton County Commissioners. A substantial reduction in building permit fees may be cause for Contractor to terminate the agreement. Contractor agrees to submit any dispute regarding Clinton County, Ohio building code to the duly appointed Appeals Board for final decision and to accept such decision.
5. Contractor agrees to furnish the following specific services to Clinton County, Ohio:
 - a. Examine plans and specifications for proposed work, as required by the Clinton County, Ohio building code, the Ohio Residential Code and the Ohio Building Code. Such examination and plan approval pertains only in general to technical and energy code compliance. Any part which may be in violation will not be considered as being approved. Site plan and related zoning permit fees shall be reviewed and retained by Clinton County, Ohio. Contractor will not knowingly issue any building permit until a zoning certificate has been approved.
 - b. County shall process all building permits and appropriate fees at their location and shall pay Contractor based upon the agreed-upon fee as outline in this agreement on a monthly basis.

- c. Upon request, Contractor will advise applications on Code Requirements, but shall not perform design services for the completion of inadequate applications.
- d. Perform job inspections of all work described on the application and plans, including the installation of equipment. Such services shall be provided promptly in the order received or scheduled without regard to type or extent of work, but within normal scheduling.
- e. Upon request of County, make itself reasonably available for and shall testify in any judicial proceeding or any formal or informal dispute resolution proceeding involving issues arising from the performance of the services herein described. After the first appearance on a specific case, Contractor shall be paid \$100 per hour for the time any of its employees or principals shall take to fulfill the requirement as set forth in this section.
- f. Provide emergency inspections after normal working hours at a rate of \$50 per hour for residential and \$100.00 per hour for commercial inspections.
- g. All documents including applications, plan review, job progress reports and inspections reports shall remain the property of Clinton County, Ohio.
- h. Service as the Building Official for Clinton County, Ohio. Responsibilities will include pre-permit submittal reviews and project evaluations for proposed projects as requested by Clinton County, Ohio.

Resolution

Number 22-0100

Adopted Date January 18, 2022

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

WHEREAS, an electronic signature is required to participate in the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-4089-GR2-211 with the Ohio Department of Transportation; and

NOW THEREFORE BE IT RESOLVED, to authorize the Susanne Mason, Program Manager of the Warren County Transit Service, to electronically sign the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-4089-GR2-221 with the Ohio Department of Transportation, on behalf of the Warren County Board of County Commissioners, as attached and made a part hereof; and

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

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT



OHIO DEPARTMENT OF TRANSPORTATION

ELDERLY AND DISABLED TRANSIT FARE
ASSISTANCE PROGRAM

GRANT CONTRACT

BETWEEN

WARREN COUNTY BOARD OF COMMISSIONERS

AND THE

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

CONTRACT NO. EHTA-4089-GR2-221

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT
CONTRACT NO. EHTA-4089-GR2-221

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and Warren County Board of Commissioners agree as follows.

ARTICLE I

DEFINITIONS

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

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

Contract: this Contract, which is identified as Contract No. EHTA-4089-GR2-221

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

Elderly: any person 65 years of age or older.

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

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

Grantee: Warren County Board of Commissioners.

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

Program: the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 74 enacted by the 134th Ohio General Assembly which provides state funds for reduced fares.

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

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

Reduced Fare: a fare offered by the public transportation system for elderly and people with disabilities which is no greater than one-half (1/2) the regular adult fare.

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

Service Area: Warren County.

ARTICLE II

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

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

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

SECTION 3. GRANT FUNDS: ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Thirty Six Thousand, Five Hundred Sixty-One Dollars (\$36,561).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

to waive any other breach hereunder.

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

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

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

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

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

SECTION 16. GOVERNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Grantee affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, ODOT reserves the right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided ODOT in this Contract. The Executive Order is provided as an attachment and also is available at the following website: (<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>).

The Grantee agrees to complete the attached Executive Order 2019-12D Affirmation and Disclosure Form, which is incorporated and becomes a part of this Contract.

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

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

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

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

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

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

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

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

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

SECTION 23. FEDERAL NONDISCRIMINATION REQUIREMENTS:

Grantee agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR PART 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement. Pursuant to 49 CFR 26.13(b), Grantee agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Grantee agrees to carry out applicable requirements of 49 CFR PART 26 in the award and administration of DOT-assisted contracts. Grantee understands that failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Ohio Department of Transportation deems appropriate.

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

1. The CONTRACTOR will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination

clause. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).

3. The CONTRACTOR agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. CONTRACTOR shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the CONTRACTOR's compliance with Title VI.
4. **Compliance with Regulations:** The CONTRACTOR (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
5. **Non-discrimination:** The CONTRACTOR, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of Sub-contractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph 10 below, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
6. **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CONTRACTOR for work to be performed under a sub-contractor, including procurements of materials, or leases of equipment, each potential sub-contractor or supplier will be notified by the CONTRACTOR of the CONTRACTOR's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
7. **Information and Reports:** The CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
8. **Sanctions for Noncompliance:** In the event of a CONTRACTOR's noncompliance with the Nondiscrimination provisions of this Agreement, ODOT will impose such Agreement sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the CONTRACTOR under the Agreement until the CONTRACTOR complies; and/or
 - b. cancelling, terminating, or suspending of the Agreement, in whole or in part.

9. Incorporation of Provisions: The CONTRACTOR will include the provisions of paragraphs one through nine in every sub-contractor, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CONTRACTOR will take action with respect to any sub-contractor or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONTRACTOR becomes involved in, or is threatened with litigation by a Sub-contractor, or supplier because of such direction, the CONTRACTOR may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

10. During the performance of this contact, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and CONTRACTOR's, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
- Genetic Information Nondiscrimination Act (GINA) (29 CFR Part 1635, 42 U.S.C. 2000ff)

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

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

IF TO GRANTEE
Warren County Board of Commissioners
County Admin Bldg 406 Justice Dr
Lebanon, Ohio 45036

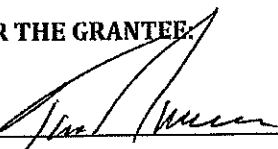
IF TO ODOT
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

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

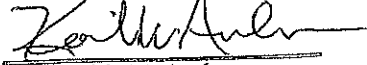
Any party hereto may deliver a copy of its counterpart signature page to this Contract via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

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

FOR THE GRANTEE:

By: 
Print Name: Tom Grossmann
Title: President
Date: 1-18-22

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

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

By: _____
Jack Marchbanks, Ph.D., Director

Date: _____

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

Date Received:

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0101

Adopted Date January 18, 2022

ENTER INTO A HARDWARE AND SERVICE ORDER AGREEMENT WITH VERIZON CONNECT NWF ON BEHALF OF WARREN COUNTY WATER AND SEWER FOR PURCHASE OF GPS HARDWARE AND MONTHLY SERVICE FOR THE GPS MONITORING SYSTEM

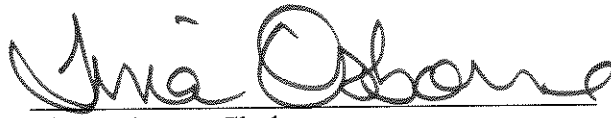
BE IT RESOLVED, to enter into a Hardware and Service Order Agreement with Verizon Connect NWF on behalf of Warren County Water and Sewer Department for purchase of GPS hardware and monthly service, copy of said hardware and service order agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: c/a – Verizon Connect NWF
Water/Sewer (file)



Verizon Connect NWF GSA # GS-07F-5559R

Hardware & Service Order

Please review your contract agreement below.
For questions, please inquire with your sales contact.

Lawrence Rhea

lawrence.rhea@verizonconnect.com

CONTRACT INFORMATION	
Date	12-22-21
Purchase Type	Purchase
Contract Type	GSA GS07F5559R
PO #	22000250 / 22000637

COMPANY INFORMATION	
Company Name	Warren County, Ohio
Doing Business As	
Address	406 JUSTICE DR STE 100
City	LEBANON
State	OH
Zip	45036-2385
Time Zone	

ORDER INFORMATION	
Order Type	Existing Business
Customer Number	WAR R003
Account Sub Type	PUBLIC SECTOR

CONTACT INFORMATION					
Please select the following roles: Signatory, Accounts Payable, Install Main POC, Fleet Manager, Main User					
Role	First Name	Last Name	Phone	Email	
Accounts Payable	Michael	Zeiber	513-695-1642	Michael.Zeiber@co.warren.oh.us	
Signatory	Michael	Zeiber	513-695-1642	Michael.Zeiber@co.warren.oh.us	
Install Main POC	Michael	Zeiber	513-695-1642	Michael.Zeiber@co.warren.oh.us	
Fleet Manager	Michael	Zeiber	513-695-1642	Michael.Zeiber@co.warren.oh.us	

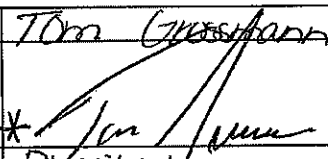
PRODUCTS & SERVICES									
SEQ	ITEM	SKU	CATEGORY	QTY	DEVICE CONTRACT TERM	NRC PRICE	NRC TOTAL	MRC PRICE	MRC TOTAL
1	SOL-GPS AND DIAGNOSTICS	SOL-GPS AND DIAGNOSTICS-VERIZON	SOLUTION	13	12 Months	0.00	469.03	0.00	210.47
1.1	GPS AND DIAGNOSTICS LTE	5500N4VL	HARDWARE	13	N/A	0.00	0.00	0.00	0.00
1.2	MONTHLY SERVICE 5500	MOH5500120	SERVICE	13	12 Months	0.00	0.00	16.19	210.47
1.3	USM QUICK INSTALL HARNESS	PARTS104	HARNESS	6	N/A	9.57	57.42	0.00	0.00
1.4	USM 9-PIN SQUARE HARNESS	PARTS100	HARNESS	3	N/A	30.23	90.69	0.00	0.00
1.5	USM 9-PIN SQUARE HARNESS TYPE 2	PARTS107	HARNESS	4	N/A	30.23	120.92	0.00	0.00
1.6	CONFIGURABLE UPDATE RATE 60 5500	CUH5500060	ACCESSORY	13	12 Months	0.00	0.00	0.00	0.00
1.7	ALTERNATE POWER /GROUND ADAPTER	PARTS090	ACCESSORY	10	N/A	20.00	200.00	0.00	0.00
* Sales Tax and Shipping are additional to this subtotal									
				* ONE TIME CHARGE:		\$ 469.03		* MONTHLY RECURRING CHARGES:	\$ 210.47

COMMENTS

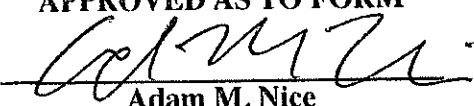
SHIPPING INFORMATION			
	LOCATION 1	LOCATION 2	LOCATION 3
Company	Warren County, OH IO		
Contact	Michael Zeiber - WAT & SEC Dept.		
E-Mail	Michael.Zeiber@co.warren.oh.us		
Phone	513-695-1642		
Street Address	406 Justice Dr.		
City	Lebanon		
State	Ohio		
ZIP Code	45036		
Country	United States		
Shipping Method	Ground		
Items to Ship			

TAX INFORMATION	
Tax Exempt	Yes
If Tax Exempt, provide State Tax Exempt form to: nwfcontractcompliance@verizon.com Otherwise, please enter your Tax ID below	
Tax ID	31-6000058
Credit Terms Requested	

TERMS AND CONDITIONS	
<p>This order is pursuant to the Terms and Conditions of Verizon Connect NWF Inc's (VCN)(formerly Networkfleet) GSA Contract# GS-07F-5559R only. The PO# if listed above is for reference purposes only, including as a reference on any invoice from VCN. Any terms and conditions contained in a PO supplied by Warren County, Ohio are rejected, void and have no force and effect. You acknowledge, guarantee, and warrant that you are legally authorized to enter into a recurring billing arrangement with VCN. Payment Terms are Net 30 days. You understand that in order to make any alternate payment arrangements, you will contact VCN in writing at nwfaccountsreceivable@verizonconnect.com ten (10) days prior to the scheduled charge date to make the appropriate changes which require VCN's written consent. This order is subject to acceptance by VCN and is not binding on VCN until it has been accepted by VCN by either sending you notice of acceptance or the shipment of the products you have ordered. You acknowledge that Warren County, Ohio has the power and authority to enter into this agreement and to perform its obligations hereunder, that the individual signing on behalf of Warren County, Ohio has authority to do so, and that Warren County, Ohio agrees to all of the terms and conditions of VCN's GSA Contract# GS-07F-5559R and agrees that this order is subject solely to the terms and conditions of VCN's GSA Contract# GS-07F-5559R.</p>	
<p>Notes:</p> <p>1. Any of the listed equipment marked as OPEN MARKET are products that are not listed on GSA Federal Supply Schedule Contract No. GS-07F-5559R (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to Purchase Orders, BPAs, or Individual task or delivery orders). OPEN MARKET products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.</p> <p>2. Taxes and Shipping:</p> <p>a. Pricing provided does not include taxes. Taxes (if applicable) are applied to the monthly invoice.</p> <p>b. Shipping: FOB Destination. Shipping is included in the price above.</p> <p>3. If applicable: "Qty" for Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration.</p>	

CUSTOMER SIGNATURE	
I have read and agree to the terms and conditions.	
Print Name	Tom Grossman
Signature	
Position	President
Date	1-18-22

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

ORIGINAL



U.S. General Services Administration

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is:

<http://www.gsaadvantage.gov>

**General Services Administration
Federal Supply Service**

**Total Solutions for Law Enforcement, Security, Facilities Management,
Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response
Schedule 84**

**CONTRACT NUMBER:
GS-07F-5559R**

**PERIOD COVERED BY CONTRACT:
JANUARY 1, 2010 THROUGH DECEMBER 31, 2024**

**verizon[✓]
connect**

**Verizon Connect NWF Inc.
(formerly Networkfleet, Inc.)
9868 Scranton Rd
Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246
www.verizonconnect.com**

General Services Administration
Supplement #**PO-0089**, dated **6-17-2020**

DUNS: 85-842-6260

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

GSA TERMS AND CONDITIONS for GS-07F-5559R

Verizon Connect NWF Inc.

GSA PRICE LIST

Verizon Connect NWF Inc. (formerly Networkfleet, Inc.) - GS07F5559R, GSA PRICELIST						
Pricelist effective as of 6.25.2020						
SIN	Manufacturer	VCN Part Number	Product Description	GSA Price	UOI	COO
HARDWARE						
426-4Q	Morey Corporation	5200N4VL	GPS ONLY LTE	\$ -	EA	US
426-4Q	Morey Corporation	5200E4VL	GPS ONLY LTE EXTENDED	\$ -	EA	US
426-4Q	Morey Corporation	5500N4VL	GPS AND DIAGNOSTICS LTE	\$ -	EA	US
426-4Q	Morey Corporation	5500E4VL	GPS AND DIAGNOSTICS LTE EXTENDED	\$ -	EA	US
426-4Q	Morey Corporation	5500N3AS	GPS AND DIAGNOSTICS-ATT	\$ -	EA	US
426-4Q	Morey Corporation	1009N2VD	6100 Device (Expressfleet)	\$ 50.00	EA	US
426-4Q	CALAMP Corp	1000N4VL	Asset Guard BX	\$ 150.00	EA	Taiwan
SUBSCRIPTIONS/SERVICES						
426-4Q	Verizon Connect NWF	MOH5200120	Monthly service fee for GPS only on the 5200 device	\$ 16.19	EA / MTH	US
426-4Q	Verizon Connect NWF	MOH5500120	Monthly service fee for GPS and Diagnostics data for the 5500 device	\$ 16.19	EA / MTH	US
426-4Q	Verizon Connect NWF	MOH6100120	6100 Monthly Service Fees	\$ 13.50	EA / MTH	US
426-4Q	Verizon Connect NWF	MO_AG8X120	MONTHLY SERVICE AG BX	\$ 13.00	EA / MTH	US
426-4Q	Verizon Connect NWF	MO_AGPW120	MONTHLY SERVICE AG PW	\$ 13.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CONNECTMS	Garmin CONNECT fee	\$ 2.95	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200060	60 Second Configurable Update Rate 5200 ¹	\$ -	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500060	60 Second Configurable Update Rate 5500 ¹	\$ -	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200045	45 Second Configurable Update Rate 5200 ¹	\$ 1.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500045	45 Second Configurable Update Rate 5500 ¹	\$ 1.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200030	30 Second Configurable Update Rate 5200 ¹	\$ 2.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500030	30 Second Configurable Update Rate 5500 ¹	\$ 2.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5200015	15 Second Configurable Update Rate 5200 ¹	\$ 3.00	EA / MTH	US
426-4Q	Verizon Connect NWF	CUH5500015	15 Second Configurable Update Rate 5500 ¹	\$ 3.00	EA / MTH	US
¹ Configurable Update Rate: Notwithstanding the "Qty" (quantity) specified above, the Monthly Recurring for the Configurable Update Rate each month will be determined by the fastest actual Configurable Update Rate per device enabled by the Customer at any time during the respective month, via Customer's SSP. Configurable Update Rate purchases for the 5000 series device models require the customer to enable the specific Update Rate feature (i.e. 15, 30, 45, 60 seconds) on their SSP after device activation and registration						
ACCESSORIES						
426-4Q	Morey Corporation	PARTS030	Reinstallation Kit	\$ 3.00	EA	US
426-4Q	Morey Corporation	PARTS031	Tamper Resistant Zip Ties (100 per pack)	\$ 50.00	EA	US
426-4Q	Onshore Technologies	PARTS040	Window-Mount GPS Antenna Module (5500/5200)	\$ 35.00	EA	US
426-4Q	Onshore Technologies	PARTS041	Sensor Input Harness (5500/5200)	\$ 10.00	EA	US
426-4Q	Onshore Technologies	PARTS042	OBD-II Adapter Kit only including Core Connector & 8 Adapters (5500/5200)	\$ 20.00	EA	US
426-4Q	Onshore Technologies	PARTS053	Garmin FMI 45 Cable with Traffic for CONNECT	\$ 145.95	EA	US
426-4Q	Onshore Technologies	PARTS054	Garmin FMI Modified Cable	\$ 55.00	EA	US
426-4Q	Coachella Valley Packaging	PARTS057	Pelican Micro Case for 5200 w/ 15' Universal Harness	\$ 74.95	EA	US
426-4Q	Onshore Technologies	A-PEM001	PEM Port Expansion Module	\$ 140.00	EA	US
426-4Q	Onshore Technologies	PARTS060	Driver ID Reader	\$ 15.00	EA	US
426-4Q	Morey Corporation	PARTS061	Driver ID Key	\$ 3.50	EA	US
426-4Q	Networkfleet	PARTS069	OBD Harness Extension	\$ 10.00	EA	US
426-4Q	Onshore Technologies	PARTS071	Bluetooth Extension	\$ -	EA	US
426-4Q	Onshore Technologies	PARTS087	Driver ID Reader Audible	\$ 15.00	EA	US
426-4Q	Onshore Technologies	PARTS090	Alt Power / Ground Adapter (5200/5500)	\$ 20.00	EA	US
426-4Q	Onshore Technologies	PARTS095	ID Reader Adapter Install Kit	\$ 30.00	EA	US
426-4Q	OCP	PARTS099	USM - 6-pin Heavy Duty Harness for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS100	USM - 9-pin Heavy Duty Harness with Square Flange for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS101	USM - 9-pin Heavy Duty Harness with "D" Mount for 5000	\$ 30.23	EA	US
426-4Q	OCP	PARTS102	USM - Universal Harness for 5000	\$ 9.57	EA	US
426-4Q	OCP	PARTS104	USM - Quick Install Harness	\$ 9.57	EA	US
426-4Q	OCP	PARTS106	USM - 5000 9-pin Heavy Duty Harness "D" Type 2	\$ 30.23	EA	US
426-4Q	OCP	PARTS107	USM - 5000 9-pin Heavy Duty Harness "Square" Type 2	\$ 30.23	EA	US
CONTINUED ON NEXT PAGE						

GSA TERMS AND CONDITIONS for GS-07F-5559R

Verizon Connect NWF Inc.

SIN	Manufacturer	VCN Part Number	Product Description	GSA Price	UOI	COO
ACCESSORIES (CONT)						
426-4Q	OCF	PARTS108	USM - 6100 Power Harness	\$ 9.57	EA	US
426-4Q	Morey Corp	PARTS109	USM - OBD Harness Kit for 5000	\$ 30.23	EA	US
426-4Q	Morey Corp	PARTS110	USM - 16-pin Heavy Duty Harness (Volvo/Mack) with Adapter Kit	\$ 30.23	EA	US
426-4Q	Networkfleet	DATA001	Data Services (Web Services) Setup fee	\$ -	EA	US
426-4Q	Networkfleet	DATA002	Data Services (Data Connect) Setup fee	\$ -	EA	US
INSTALLATION						
426-4Q	Verizon Connect NWF	I-INSTALL-UNIT	Base Installation - Plug/Play or 3 Wire	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-SWAP-UNIT	Device Swap	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-TRANSFER-UNIT	Device Transfer	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-TROUBLESHOOT-UNIT	Troubleshoot	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-FMI	Add-On to Base Installation (Garmin)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-SENSOR	Add-On to Base Installation (Sensor)	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-AG	Asset Guard Installation (BX/PW)	\$ 65.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-PMC	Add-On to Base Installation (Pelican Micro Case)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-PEM	Add-On to Base Installation (Port Expansion Module)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-DID	Add-On to Base Installation (Driver ID or Audible Driver ID)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	I-INSTALL-BTE	Add-On to Base Installation (Bluetooth)	\$ 35.00	EA	US
426-4Q	Verizon Connect NWF	TRAINING-HALF	1/2 Day Installation Training	\$ 150.00	EA	US
426-4Q	Verizon Connect NWF	TRAINING-FULL	Full Day Installation Training	\$ 300.00	EA	US

1. The VCT Products above require the acceptance of the term changes indicated below.
 2. Standard Equipment must be purchased with a Subscription Service.
 3. Service Discounts available for orders with unit size over 399 units.

Verizon Connect Telo Platform Supplemental Terms and Conditions: When purchasing the above Verizon Connect Telo Platform products, the following supplemental terms and conditions pertaining to the Verizon Connect Telo Platform products ("VCT Terms"), are in addition to all other Terms and Conditions in this Verizon Connect NWF's GSA Terms and Conditions for GS-07F-5559R ("VCN GSA Terms"). In the event of a conflict between the VCN GSA Terms and the following VCT Terms, the terms of these VCT Terms shall control.

15'a. LIMITED WARRANTY:

(i) **PRODUCTS:** Verizon Connect NWF warrants the Products sold to Customer hereunder shall to be free from material defects in material and workmanship under normal use. The warranty for the Products is for a period twelve (12) months from shipment. (ii) **INSTALLATION:** If Verizon Connect NWF agrees to perform Product installation for Customer, and Verizon Connect NWF and Customer have not entered into a Statement of Work for the provision of such Product installation, then Verizon Connect NWF warrants such installations performed for 30 calendar days from the date the work is completed. VCN does not warrant installations, during any period, (i) against abuse, misuse, modification, or unintended use of the Products or other installed equipment; or (ii) an installation, whether requested and implemented by Customer or VCN, or its installers, which results in covering or otherwise concealing an antenna. Other than provided herein, all Product installation is provided "AS IS." VCN expressly disclaims all other warranties and liabilities as provided in Sections 24 (Disclaimer) and 25 (Limitation of Liability) (ii) **WARRANTY CLAIMS:** If a Product fails to comply with the warranty, Verizon Connect NWF will, during normal business hours, repair or replace the Product at no charge, to Customer, except that Customer shall be responsible for removal of the defective Product, shipment to and from Verizon Connect NWF, and installation of the repaired or replaced Product. Verizon-Connect NWF is not responsible, and this warranty does not apply, in the event any defect is caused by the exclusions to the warranty described in Section 15b. The disclaimer of warranty provided in the Agreement shall apply. This warranty obligation for the Products is limited to making good at Verizon Connect NWF's or its supplier's factory any part or parts which are returned to Verizon Connect NWF or its supplier within the warranty period, with transportation charges prepaid and which Verizon Connect NW or its supplier's examination shall disclose to its satisfaction to have been thus defective.

15b. EXCLUSIONS

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price (s).**

SIN 426-4Q: VEHICLE MONITOR (TRACKING) SYSTEMS

- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.**

Please see pricing table for pricing information.

- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.**

Not Applicable

- 2. MAXIMUM ORDER:**

\$200,000.00

- 3. MINIMUM ORDER:**

\$100.00

- 4. GEOGRAPHIC COVERAGE (DELIVERY AREA):**

FOB Origin to the 50 United States, District of Columbia and Puerto Rico.

- 5. Point(s) of production (city, county, and State or foreign country).**

Verizon Connect NWF Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

- 6. Discount from list prices or statement of net price.**

GSA Net pricing shown in pricing tables provided.

- 7. QUANTITY DISCOUNTS.**

GSA Net pricing shown in pricing tables provided.

- 8. PROMPT PAYMENT TERMS:**

0%, Net 30 Days

- 9a. Government purchase cards *are accepted* at or below the micro-purchase threshold.**

- 9b. Government purchase cards *are accepted* above the micro-purchase threshold.**

- 10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN):**

Please see Country of Origin information in attached pricing table.

- 11a. TIME OF DELIVERY:**

Thirty Days ARO
Title Transfer occurs at the time of shipment

11b. EXPEDITED DELIVERY:

Please contact Verizon Connect NWF for expedited delivery information.

11c. OVERNIGHT AND 2-DAY DELIVERY:

Please contact Verizon Connect NWF for expedited delivery information.

11d. URGENT REQUIREMENTS:

Please contact Verizon Connect NWF for expedited delivery information.

12. F.O.B. POINT(S):

F.O.B. - Destination. Title and risk of loss will transfer to Customer upon receipt of the Devices by Customer or Customer's agent at the address designated on Customer's Accepted Order Form. Shipping is included in the cost of devices.

13a. ORDERING ADDRESS:

Verizon Connect NWF, Inc.
9868 Scranton Road, Suite 1000
San Diego, CA 92121
(P): 858.450.3245
(F): 858.450.3246

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule homepage fss.gsa.gov/schedules.

14. PAYMENT ADDRESS.

Verizon Connect NWF, Inc.
P.O. Box 975544
Dallas, TX 75397-5544
(P): 858.450.3245
(F): 858.450.3246

15. WARRANTY PROVISION.

15a. The following is Verizon Connect NWF's commercial limited warranty which applies to goods and services purchased off Verizon Connect NWF's GSA Schedule Contract. All references to Customer apply to the entity purchasing goods and services from Verizon Connect NWF under this GSA Schedule Contract.

LIMITED WARRANTY. (i) DEVICES: Verizon Connect NWF warrants to Customer that Devices (other than an Asset Tracker device) and harnesses will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for the entire period of your ownership of such Device. **(ii) ASSET TRACKER DEVICES.** Verizon Connect NWF warrants to Customer that Asset Tracker devices (excluding the battery) which have been purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent the device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of such device. **(iii) ACCESSORIES.** Verizon Connect NWF warrants to Customer that all accessories (other than harnesses) which are purchased new from Verizon Connect NWF by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment. **(iv) INSTALLATION SERVICES.** Verizon Connect NWF warrants to Customer that installation services provided by Verizon Connect NWF or its authorized subcontractors will be free from defects in workmanship for a period of one (1) year following completion of such installation services. In the event the Customer purchases an extended

installation warranty ("Limited Lifetime"), Verizon Connect NWF warrants to Customer that such installation services shall be free from defects in workmanship for the entire period of Customer's uninterrupted use of the Device pursuant to this Agreement **(v) WARRANTY CLAIMS.** Warranty claims must be made by notifying Verizon Connect NWF in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Verizon Connect NWF's then-current applicable warranty policy located at [https://static.verizonconnect.com/networkfleet/Limited Lifetime Warranty Policy Direct VAR.pdf](https://static.verizonconnect.com/networkfleet/Limited_Lifetime_Warranty_Policy_Direct_VAR.pdf), as it may be updated from time to time. Subject to Exclusions (below) and the provisions of Verizon Connect NWF's then-current applicable warranty policy, Verizon Connect NWF will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and, if applicable, remedy any defects in the installation of the Device: **(f) THE REMEDIES IN THIS SECTION ARE VERIZON CONNECT NWF'S ONLY OBLIGATION AND CUSTOMER'S ONLY REMEDY FOR BREACH OF ANY WARRANTY.**

15b. EXCLUSIONS.

The Limited Warranty and Support Services provided by Verizon Connect NWF do not include repair, replacement or correction of any defect, damage or malfunctions caused by: (i) for installation not performed by Verizon Connect NWF or its authorized subcontractors ("Self-Installation"), failure to properly install the Devices as described in the Verizon Connect NWF installation guides; (for clarification, the applicable warranty shall apply except to the extent any defect, damage or malfunctions were caused by improper Self Installation) (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of God; (iii) failure of the facilities Customer uses to access the Verizon Connect NWF Website or failure to conform to Verizon Connect NWF specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Verizon Connect NWF; or (v) use by Customer of hardware or software not provided or approved by Verizon Connect NWF. Customer will be responsible for the cost of any Support Services provided by Verizon Connect NWF caused by any of the foregoing.

15c. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE LIMITED DEVICE AND INSTALLATION WARRANTY SET FORTH HEREIN, VERIZON CONNECT NWF MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE VERIZON CONNECT NWF SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON CONNECT NWF DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON CONNECT NWF DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM VERIZON CONNECT NWF TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

16. EXPORT PACKING CHARGES, IF APPLICABLE.

Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE (ANY THRESHOLDS ABOVE THE MICRO-PURCHASE LEVEL).

The Government purchase card is accepted above the micro-purchase threshold.

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).

Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE).

If Verizon Connect NWF accepts an order for Device installation services, Verizon Connect NWF or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Verizon Connect NWF's Installation Policy, located at https://static.verizonconnect.com/networkfleet/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Verizon Connect NWF Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the order for installation services was accepted. Before proceeding with any installation that involves more work than is standard and customary, Verizon Connect NWF will advise and obtain Customer approval for the additional fees involved for such installation. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Connect NWF has no obligation to restore the Vehicle after removal of the Device. The detailed processes and procedures can be found in Verizon Connect NWF's Installation Policy.

20a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF APPLICABLE).

Not applicable

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

1) **VERIZON CONNECT NWF LICENSE.** (a) During the time that Customer is entitled to receive Verizon Connect NWF Services hereunder, Verizon Connect NWF grants to Customer a non exclusive, non-transferable license to (i) use the Verizon Connect NWF Services in the United States and such other countries as may be approved by Verizon Connect NWF in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Verizon Connect NWF Services, and as provided in these Terms and Conditions. Redistribution or resale of the Verizon Connect NWF Services by the Customer is prohibited without prior written consent. (b) Verizon Connect NWF Data Services, if applicable, are subject to the then current "Verizon Connect NWF Data Services Use Policy and Procedure" which is located at https://static.verizonconnect.com/networkfleet/Data_Services_Use_Policy.pdf and may be updated from time to time.

2) **CUSTOMER OBLIGATIONS.** (a) Customer shall limit its use of the Devices, Verizon Connect NWF Services, Verizon Connect NWF Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with Verizon Connect NWF's Website Acceptable Use Policy, and Privacy Policy which are available on the Verizon Connect NWF Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Verizon Connect NWF Services and that the Verizon Connect NWF Services include the collection of data points associated with the Vehicle's location and manner of operation.

3) **VERIZON CONNECT NWF IS NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING VERIZON CONNECT NWF OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON CONNECT NWF CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE VERIZON CONNECT NWF SERVICES.** (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE VERIZON CONNECT NWF SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH VERIZON CONNECT NWF'S DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE VERIZON CONNECT NWF SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE VERIZON CONNECT NWF SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND

TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON CONNECT NWF DOES NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

Neither Verizon Connect NWF nor the Customer will be liable for consequential, special, indirect or incidental damages, including lost profits or lost data, even if that party is informed that those damages may occur. Verizon Connect NWF's cumulative liability under contract, tort, strict liability or other legal theory shall not exceed the greater of the amount paid or payable to Verizon Connect NWF under this Agreement during the six (6) months prior to the date the liability accrues for a claim, except in the instance of the Customer's failure to pay amounts due under this Agreement.

4) CONFIDENTIALITY. Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Section are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

5) PROPRIETARY RIGHTS. Customer acknowledges and agrees that the Devices, the Verizon Connect NWF Service and the Verizon Connect NWF Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Verizon Connect NWF, its affiliates or the Service Partners (including, with respect to the Verizon Connect NWF Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Verizon Connect NWF, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Verizon Connect NWF, its affiliates and/or the Service Partners to the Devices, the Verizon Connect NWF Service or the Verizon Connect NWF Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble, translate, convert or decompile any software or firmware included in any Device, the Verizon Connect NWF Website or Verizon Connect NWF Services, or otherwise provided to Customer by or on behalf of Verizon Connect NWF, and will not disclose such software or provide access to the Devices, such software or any Verizon Connect NWF Services to any third party for such a purpose. Customer agrees that with respect to Verizon Connect NWF Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Verizon Connect NWF Services to any third party; (b) except with the express written consent of Verizon Connect NWF, combine, embed or incorporate the Verizon Connect NWF Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Verizon Connect NWF Devices; (c) remove or alter any proprietary notices in the Verizon Connect NWF Services; (d) use the Verizon Connect NWF Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (e) use the Verizon Connect NWF Services in

any manner that threatens the integrity, performance, or availability of the Verizon Connect NWF Service; or (f) use the Verizon Connect NWF Service in any manner that violates local, state or federal laws, regulations or orders.

6) MODIFICATIONS; WEBSITE MAINTENANCE. Verizon Connect NWF may alter or modify all or part of the Devices, the Verizon Connect NWF Services or the Verizon Connect NWF Website from time to time; provided that Verizon Connect NWF shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Verizon Connect NWF Services or Verizon Connect NWF Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Verizon Connect NWF reserves the right to perform scheduled maintenance for the Verizon Connect NWF Services and Verizon Connect NWF Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Verizon Connect NWF Website and Verizon Connect NWF Services unavailability.

7) SERVICE PARTNERS. Nothing set forth in an Accepted Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Verizon Connect NWF and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

The Verizon Connect NWF Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement displayed at: No longer applicable

8) TRAINING AND SUPPORT SERVICES. (a) Customer will designate one or more employee(s) to act as the coordinator(s) for Customer's use of the Devices and the Verizon Connect NWF Services and will require such coordinator(s) to participate in the Device and Verizon Connect NWF Services training provided from time to time by Verizon Connect NWF. (b) During the time Customer is entitled to receive Verizon Connect NWF Services, and subject to Exclusions, Verizon Connect NWF or its designee will provide Customer with reasonable amounts of telephone or e-mail consultation and technical assistance regarding the Devices and Verizon Connect NWF Services during Verizon Connect NWF's regular working hours. Customer may call Verizon Connect NWF or its designee at (866) 227-7323 or e-mail inquiries to NWFSupport@verizonconnect.com for support services.

9) DATA. Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the Devices, the Verizon Connect NWF Services and the Verizon Connect NWF Website ("Business Data") and that Customer approves and grants to Verizon Connect NWF, its affiliates and the Service Partners the nonexclusive license and right to collect, access, copy and use the Business Data in the course of performing the Verizon Connect NWF Services. Customer further grants to Verizon Connect NWF and its affiliates the perpetual right and license to use such Business Data as needed to analyze, measure and optimize the performance of the Devices and the Verizon Connect NWF Services and to develop new offerings for Customer and others, including the development of data products provided, however, that such use of Business Data shall be in an anonymous form.

10) DEFINITIONS. When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Accepted Order Form" means an Order Form which has been executed by Customer and accepted by Verizon Connect NWF.

"Agreement Term" means the term of this Agreement.

"Confidential Information" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Verizon Connect NWF products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"Customer Website Pages" means the web pages on the Verizon Connect NWF Website which are designated by Verizon Connect NWF for use by Customer.

"Device Contract Term" means the minimum length of time a Device is required to be active as identified on the applicable Accepted Order Form.

"Devices" means the Verizon Connect NWF wireless device or devices identified on an Accepted Order Form.

"Fees" mean the Device and accessory purchase prices, Device and accessory shipping fees, Device installation fees, the Verizon Connect NWF Service fees and any other fees payable by Customer as set forth in an Accepted Order Form.

"Order Form" means an order form provided by Verizon Connect NWF to Customer, pursuant to which Customer orders Devices, and/or Verizon Connect NWF Services.

"Verizon Connect NWF Services" means the services offered hereunder by Verizon Connect NWF, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Verizon Connect NWF Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; (e) Device installation services; but only to the extent such services are identified on an Accepted Order Form; (f) any proprietary data feed or elements thereof or any application programming interfaces (API's) provided by Verizon Connect NWF, ("Verizon Connect NWF Data Services") but only to the extent such services are identified on an Accepted Order Form; and (g) any professional services provided by Verizon Connect NWF as set forth on a Professional Services Addendum attached hereto.

"Verizon Connect NWF Website" means the Verizon Connect NWF website currently located at www.networkfleet.com.

"Service Partners" means the companies that Verizon Connect NWF works with, from time to time, to provide the Verizon Connect NWF Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"Vehicle" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE).

Not Applicable

22. LIST OF PARTICIPATING DEALERS (FOR STATE AND LOCAL ORDERS ONLY; FEDERAL ORDERS ARE PROCESSED ONLY BY VERIZON CONNECT NWF).

Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE).

Not Applicable

GSA TERMS AND CONDITIONS for GS-07F-5559R

Verizon Connect NWF Inc.

- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).

Not Applicable

- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor s website or other location.) The EIT standards can be found at: www.Section508.gov/.

Not Applicable

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.

85-842-6260

26. Notification regarding registration in the System for Award Management (SAM) database.

CAGE CODE # 3F8C9

This warranty shall not apply to any hardware which: (i) has been repaired, disassembled, reverse engineered, decompiled, adjusted, altered, or modified in any way so as in the judgment of Verizon Connect NWF or its supplier to affect its stability and reliability; (ii) has had an accessory purchased from any entity other than Verizon Connect NWF installed thereon; (iii) has been subject to misuse, abuse, negligence, accident, incorrect installation (unless installed by Verizon Connect NWF or its contractor), or improper storage, maintenance, or operation; (iv) has had software installed on it by a party other than the original manufacturer, Verizon Connect NWF, or its subcontractor; (v) has been subjected to operating or environmental conditions that deviate from the Product's specifications; (vi) has been damaged due to acts of God; (vii) has been damaged due to service performed by an unauthorized entity; or (viii) has its serial number defaced, altered, or removed. The warranty will be voided to the extent any of the occurrences listed in clauses (i) through (vii) of this Section causes failure of the Product, or to the extent the failure to conform to the warranty is caused by any defect in any other product, system, software, or hardware not provided by Verizon Connect NWF.

15c. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 15, (I) Verizon Connect NWF MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE VERIZON CONNECT TELO PLATFORM PRODUCTS SOLD OR RENTED, OR SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES), REMOTE SOFTWARE, SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, ALERTS, REPORTS (INCLUDING HOURS OF SERVICE REPORTS) OR PROFESSIONAL SERVICES PROVIDED HEREUNDER, INCLUDING QUALITY, RELIABILITY, OR ACCURACY; (II) THE VERIZON CONNECT TELO PLATFORM SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES), REMOTE SOFTWARE, SERVER SOFTWARE, SERVICE WEBSITE, MAP DATA, COLLECTED DATA, PROFESSIONAL SERVICES, AND PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS BASIS;" AND (III) VERIZON CONNECT NWF AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS OTHERWISE PROVIDED HEREIN, VERIZON CONNECT NWF AND ITS SUPPLIERS DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, PERFORMANCE, ACCURACY OR THE RESULTS OF THE USE OF PRODUCTS, SOFTWARE SERVICES (INCLUDING WIRELESS SERVICES, ALERTS OR HOURS OF SERVICE REPORTS), SERVICE WEBSITE, SERVER SOFTWARE, REMOTE SOFTWARE, MAP DATA, COLLECTED DATA, ALERTS, REPORTS, OR ANY PROFESSIONAL SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY VERIZON CONNECT NWF OR ITS SUPPLIERS SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT CERTAIN PRODUCTS WORK WITH EXISTING NETWORKS (INCLUDING, BUT NOT LIMITED TO, GPRS AND EDGE NETWORKS) ONLY AND THAT IF A CARRIER RETIRES THOSE NETWORKS, THE PRODUCTS WILL NO LONGER OPERATE AND IN SUCH CASES, VERIZON CONNECT NWF WILL HAVE NO OBLIGATION OR LIABILITY.

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE)

If Verizon Connect NWF provides Product installation, then Verizon Connect NWF will work with Customer to develop and execute a installation plan as follows: (i) Verizon Connect NWF will install one Product and corresponding accessories in each Customer unit, up to the defined number of units. Verizon Connect NWF will provide cabling and other minor ancillary parts (e.g. screws, tie wraps) necessary for correct installation of purchased or rented Products. Customer will provide accurate Product count and shipping location information for Customer's location. (ii) Verizon Connect NWF may contract the hardware installation to a qualified third-party Verizon Connect NWF installation partner. (iii) Customer personnel will be onsite during hardware installation to allow for vehicle inspections and identify installation-related issues. The following functionality and tasks are considered out of scope for installation services and Verizon Connect NWF will not be obligated to provide any services associated with the following: (a) procurement, installation, and **Product installation:** If Verizon Connect NWF provides Product installation, then Verizon Connect NWF

will work with Customer to develop and execute a Product installation plan as follows: (i) Verizon Connect NWF will install one Product and corresponding accessories in each Customer unit, up to the defined number of units. Verizon Connect NWF will provide cabling and other minor ancillary parts (e.g. screws, tie wraps) necessary for correct installation of purchased or rented Products. Customer will provide accurate Product count and shipping location information for Customer's location.

- 19.1)** Verizon Connect NWF may contract the hardware installation to a qualified third-party Verizon Connect NWF Installation partner.
- 19.2)** Customer personnel will be onsite during hardware installation to allow for vehicle inspections and identify installation-related issues.
- 19.3)** The following functionality and tasks are considered out of scope for installation services and Verizon Connect NWF will not be obligated to provide any services associated with the following: (a) procurement, installation, and configuration of mobile devices; (b) installation of tablets and tablet mounts; or (c) training Customer on installation of Product or other hardware.
- 19.4)** Unless otherwise negotiated between the parties, Verizon Connect NWF will generally require two to three weeks lead-time to begin installations. Requests for VCT resources and schedules are managed by Verizon Connect NWF and will be assigned based on mutual agreement, the skillset needed for the installations, and availability of resources possessing the required skill set.
- 19.5)** Installations will take place at a single Customer location Customer is responsible for coordinating vehicle location and installation dates with Verizon Connect NWF or its third-party installation coordinator.
- 19.6)** Customer personnel will be onsite during the onset or beginning of hardware installation and will provide keys and access to the vehicles. At the completion of the installation of all units at an installation site, the installer is required to provide the designated Customer contact an installation log and note any issues found. VCN, or its installer, will lock all vehicles and place the vehicle keys in a location previously designated by Customer. In the event the Customer is not present to provide acceptance, the install will be deemed accepted.
- 19.7)** Upon completion of each install, the installer will provide Customer an opportunity to review the install and provide acceptance. If Customer raises any issues or concerns, the installer will execute the corrections prior to releasing the unit.
- 19.8)** Unless otherwise specified by Customer in writing, VCN, or its installer, will install Product in a logical and reasonably tamper resistant location in the vehicle, as best determined by the individual installer following generally accepted industry standards

20b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)

20b.1) LICENSE: Product, Software and Map Data License:

20b.1.1) The Verizon Connect Telo Software Service is licensed to Customer through an access restricted website and related databases, servers, and software (collectively, the "Service Website" with the software residing on the server referred to herein as the "Server Software") to be used only in the permitted territory or territories identified in an Order Form ("Permitted Territory"). For certain Software Services, Verizon Connect NWF may provide Customer software to be installed on a permitted device or computer system (the "Remote Software") to access the Service Website or to use certain additional features of the Software Service.

20b.1.2) Subject to the terms and conditions of this Agreement, Verizon Connect NWF hereby grants to Customer a non-transferable, non-exclusive, limited right within the Permitted Territory to: (i) access and use the Server Software through the Service Website for internal purposes only; (ii) download one copy of the Remote Software to each permitted device or computer system; (iii) install and use, for internal purposes only, the Remote Software on each permitted device or computer system; and (iv) view any map data and satellite imagery provided as part of the Software Services (collectively, the "Map Data").

20b.1.3) To the extent any vehicles, assets, mobile objects, or persons are tracked, routed, or managed using any Software Service, those vehicles, assets, mobile objects, or persons must be operating only within the Permitted Territory when they are tracked, routed, or managed. Customer and its employees, consultants and other authorized users of the Software Services shall be subject to the applicable click-thru licenses ("End User Terms"), which are available at <https://login.platform.telogis.com/terms.html>. Customer acknowledges that its employees, consultants, agents, customers and other authorized users of the Software Services may be subject to the End User Terms and other VCT policies, as the case may be.

20b.1.4) Use of certain Map Data is pursuant to the applicable End User Terms, privacy terms, terms of use and acceptable use policies. Map Data are to be used or viewed solely as part of the Software Service for Customer's internal business purposes only. Use of the Remote Software is subject to additional terms and conditions of the applicable click-through end user license agreements incorporated herein by reference and made available when the Remote Software is downloaded.

20b.1.5) Customer's employees, agents, customers and contractors (who are not competitors of VCT or its affiliates) may access the Service Website and Remote Software for Customer's business purposes. Customer's authorized customers may access certain features of the Service Website, provided that such customers agree to the applicable terms and conditions provided at <https://login.platform.telogis.com/terms.html>.

20b.1.6) Customer receives no title or ownership rights in or to such Service Website, Server Software, Remote Software or Map Data. Customer acknowledges Service Website, Server Software, Remote Software and Map Data are licensed to Customer pursuant to the terms and conditions of this Agreement and are not sold to Customer. Except for the license granted in this Section, all right, title, and interest in the Service Website, Server Software, Remote Software, Map Data, and any derivative works in whole or in part of any of the foregoing shall remain the exclusive and proprietary property of VCT, its affiliates or its licensors.

20b.2) CUSTOMER OBLIGATIONS.

Customer agrees to use the Verizon Connect Telo Products, Service Website, Server Software, remote Software, Map Data, and Verizon Connect Telo Website in accordance with all applicable laws and regulations, Verizon Connect Telo's acceptable use policy, and all other policies that Verizon Connect NWF may establish from time to time, which are or will be available on the Verizon Connect Telo Website. Customer will provide notice to their vehicle operators that the vehicles have been enabled for Software Service and that the Software Service may collect data associated with the vehicle's location and manner of operation.

20b.5) PROPRIETARY RIGHTS.

20b.5.1) Customer receives no title or ownership rights in or to the Verizon Connect Telo Service Website, Server Software, Remote Software or Map Data. Customer acknowledges Service Website, Server Software, Remote Software and Map Data are licensed to Customer pursuant to the terms and conditions of this Agreement and are not sold to Customer. Except for the license granted in this Section, all right, title, and interest in the Service Website, Server Software, Remote Software, Map Data, and any derivative works in whole or in part of any of the foregoing shall remain the exclusive and proprietary property of Verizon Connect Networkfleet or its licensors.

20b.5.2) Verizon Connect NWF, or its affiliates own all right, title, and interest, in and to the Service Website, Server Software, Remote Software and Map Data, trade secrets, confidential information, and other proprietary or creative ideas, information, and other material used by Verizon Connect NWF or its affiliates, developed by or for Verizon Connect NWF or its affiliates, or presented to Customer under this Agreement (collectively, "VCT Materials"), including, but not limited to: software, modules, scripts, components, designs, utilities, databases, program listings, tools,

models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications, including any copyrights, patents, or other intellectual property or proprietary rights in any of the foregoing, and any improvements, modifications, or derivative works of any of the foregoing.

20b.6) MODIFICATIONS; WEBSITE MAINTENANCE.

Verizon Connect Telo Platform: Customer agrees VCT may alter or modify all or part of the Product, the Software Service, Service Website, Server Software, or VCT Website from time to time; provided such changes do not materially adversely affect Customer's use of the Software Service, Service Website, or VCT Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of certain features, information, products, services, software or changes in instructions. Customer agrees VCT has the right to perform scheduled maintenance for the Software Service, Service Website, and VCT Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Software Service, Service Website, or VCT Website unavailability.

20b.9 DATA.

In the course of providing the Software Service, VCT or its affiliates may receive or collect spatial data or data relating to the vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, names and ID numbers of employees, and addresses of customers ("Collected Data"). Customer agrees to notify its vehicle drivers and other authorized users of the Products that a vehicle has been fitted with a Product enabled for the Software Services and that such Software Services include the collection of data points associated with the vehicle's location and manner of operation. If Customer has provided consent, VCT may continue to receive and collect the Collected Data after the termination of the Software Services for purposes of facilitating Third-Party Services (defined in Section 14 below) that are requested by Customer. Customer agrees that during and after termination of the Software Services, (i) VCT may retain and use Collected Data for purposes of providing the Software Services, the Support Services, and the Professional Services, and conducting research and development; (ii) VCT may share Collected Data with Affiliates, Third-Party Service Providers and other third-parties providing services to VCT with VCT, subject to obligation of confidentiality; (iii) VCT may disclose Collected Data if required under applicable law, regulation or court order; and (iv) VCT may use and share with third-parties any Collected Data in aggregated or de-identified form such that the source of the Collected Data cannot be identified or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of VCT for commercial marketing purposes, subject to the permissions and restrictions set forth above and in this Agreement, and in VCT's privacy policy (available at www.verizon.com/privacy). To the extent required by applicable law or regulation, Customer agrees to provide notice to and to receive consents from its vehicle drivers and other authorized users of: (i) the nature of the Products and Software Service, (ii) VCT's collection, use, and disclosure of Collected Data and Confidential Information, which may contain Personal Information from time to time, and (iii) VCT's tracking, recordation, processing and use of Collected Data and other information relating to such drivers' and users' whereabouts, movements, vehicle usage, and other activities.

Customer acknowledges and agrees that VCT or its affiliates may access, transfer, process and store Collected Data and Customer Data in the European Union, the United States, New Zealand or any other country in which VCT or its affiliates, subsidiaries, service providers, contractors, business partners or customers maintain facilities.

20b.10) DEFINITIONS.

"Map Data": The map data and satellite imagery provided as part of the Software Service. The use of Map Data is pursuant to applicable end user license agreements which are incorporated herein by reference and can be found on the VCT Website.

"Product": Any equipment or accessory provided for use with any Software Service.

"Product Installation Services": The set of services offered to install a Product in accordance with Section 4 below.

"Remote Software": Software that may be provided by VCN that will be installed on a permitted device or computer system to access the Service Website and certain additional features of the Software Service. The use of Remote Software is pursuant to applicable end user license agreements which are incorporated herein by reference and may be found on the VCT Website.

Service Partners: The companies that VCN and VCT work with, from time to time, to provide the VCN Services and/or VCT Software Service, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"Service Website": An access-restricted website and its related databases, servers, and software.

"Server Software": The software residing on the Service Website.

"Software Service": Any software service ordered hereunder.

"VCT": Verizon Connect Telo Inc. is an affiliate of VCN.

"VCT Website": The VCT website located at www.verizonconnect.com.

"Third Party Services": The services that Customer may elect to receive directly from a third party, including wireless service, internet service, safety monitoring, fuel card, or any other service related to the Software Service. Additional terms and conditions between the Third Party Service Provider and Customer apply if Third Party Services are used in connection with the Software Service.

"Third Party Service Providers": The providers of the Third Party Services.



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Verizon Connect NWF

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

WARREN COUNTY OHIO PURCHASES ARE EXEMPT FROM SALES TAX BASED ON THE EXEMPTION FOUND IN SECTION 5739.02 (B) (1) OF THE OHIO REVISED CODE "SALES TO THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS, OR TO ANY OTHER STATE OR ITS POLITICAL SUBDIVISIONS IF THE LAWS OF THAT STATE EXEMPT FROM TAXATION SALES MADE TO THIS STATE AND ITS POLITICAL SUBDIVISIONS"

Purchaser must state a valid reason for claiming exception or exemption.

Warren County Commissioners on behalf of the:

Purchaser's name

Warren County Water-Sewer Department

Purchaser's type of business

406 Justice Drive

Street address

Lebanon, Ohio 45036

City, state, ZIP code

M. J. [Signature]

Business Manager

Signature

Title

12/23/2021

Date signed

31-6000058

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

ORIGINAL

Resolution

Number 22-0102

Adopted Date January 18, 2022

APPROVE AGREEMENT AND ADDENDUM WITH TALBERT HOUSE & AFFILIATES 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 the agreement and addendum with Talbert House & Affiliates, on behalf of Warren County Children Services, for calendar year 2021-2022, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a— Talbert House & Affiliates
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 Talbert House & Affiliates, hereinafter "Provider," whose address is:

Talbert House & Affiliates
2600 Victory Pkwy
Cincinnati, OH 45206

Collectively the "Parties".

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

See Addendum 1 for additional details.

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 12/01/2021 through 05/31/2022, 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.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

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

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

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

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and

regulations.

- E. Provider agrees that all caregivers must be approved by the Agency.
 - F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
 - G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
 - H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
 - I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).
- Emergency situations include but are not limited to the following:
- 1. Absent Without Leave (AWOL);
 - 2. Child Alleging Physical or Sexual Abuse / Neglect;
 - 3. Death of Child;
 - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 - 7. School Expulsion / Suspension (formal action by school);
 - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 - 9. Victim of assault, neglect, physical or sexual abuse; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.
 - K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
 - L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the

30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.

- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTM's, Treatment Team Meetings, IEP's, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
 - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 - 2. To comply with the medical consent process as identified by Agency;
 - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
 - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate

releases of information have been obtained by the Provider.

- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
 - 1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 - 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 - 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 - 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:

1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is \$100,000.00.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency

may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the 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 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

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

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

Article XV. ADDENDA

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

Article XVI. NOTICE

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

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

if to Provider, to
 Talbert House & Affiliates
 2600 Victory Pkwy
 Cincinnati, OH 45206

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 ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

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

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

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

4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

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

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

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

- E. Workers' Compensation Insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these

- insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records

- transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have 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(I) 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.

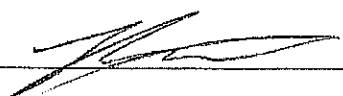
Article XXXIII. APPLICABLE LAW AND VENUE

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


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

SIGNATURES OF PARTIES:

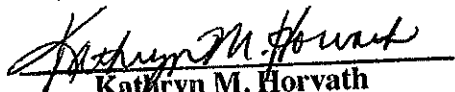
Provider: Talbert House & Affiliates

Print Name & Title	Signature	Date
Brad McMonigle, Chief Clinical Officer		12-13-21

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Susan Walker, Director		1-13-22

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 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 Talbert House & Affiliates hereinafter "Provider," whose address is:

Talbert House & Affiliates
2600 Victory Pkwy
Cincinnati, OH 45206

Collectively the "Parties".

Contract ID: 19285962

Originally Dated: 12/01/2021 to 05/31/2022

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

Addenda Number 1:

Addenda Reason:	Other
Addenda Begin Date:	12/01/2021
Addenda End Date:	
Increased Amount:	
Article Name:	Article I. Scope of Placement Services
Addenda 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
 Provider / ID: Talbert House & Affiliates / 3852399

Run Date: 12/13/2021
 Contract Period: 12/01/2021 - 05/31/2022

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Passages for Young Women (20438)	373670		\$203.20	\$5.00								12/01/2021	05/31/2022

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

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

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

AMENDMENT #1:

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

AMENDMENT #2:

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

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

AMENDMENT #3:

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

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

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

AMENDMENT #4:

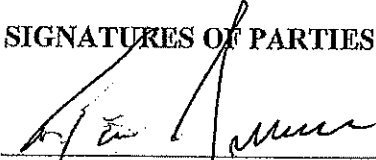
Article VI, subsection (H) of the Agreement shall be amended as follows:

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

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

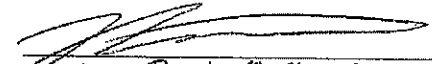
IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 22-0102, dated 1-18-22, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners


Date 1-18-22



Provider Brad McMonigle, CEO T-1/beat

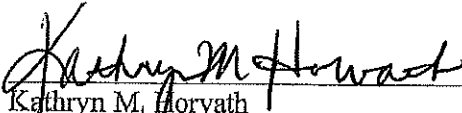
Date 12-13-21

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF Hamilton

I, Brad Monique, holding the title and position of Chief Clinical officer at the firm Talbert House, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 15th day of December 2021

[Signature]

(Notary Public),

Hamilton County.

My commission expires January 19 2023



ALESA SHAMEL
Notary Public, State of Ohio
My Commission Expires 01-19-2023

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0103

Adopted Date January 18, 2022

APPROVE THE AMENDMENT TO FOOD SERVICE CONTRACT WITH ARAMARK CORRECTIONAL SERVICES, LLC., ON BEHALF OF WARREN COUNTY JUVENILE COURT

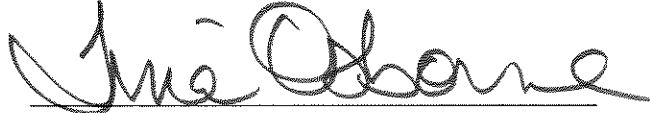
BE IT RESOLVED, to approve the amendment to the food service contract with Aramark Correctional Services, LLC and for food services at the Warren County Juvenile Justice Facility, as attached hereto and made a part of hereof.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Aramark Correctional Services, LLC
Juvenile Court (file)

Amendment No. 2 to Food Service Contract

THIS AMENDMENT NO. 2 (the "Amendment") is entered into this 18 day of January, 2022, by and between the **Warren County Board of Commissioners** ("COUNTY") and **Aramark Correctional Services, LLC**, a Delaware limited liability company having its principal place of business located at 2400 Market Street, Philadelphia PA 19103 ("VENDOR").

WHEREAS, COUNTY and VENDOR entered into an Amended and Restated Food Service Contract dated January 8, 2020, for the management of the food service operation at the Warren County Juvenile Justice Facility (the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective January 1, 2022.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. **Term:** In accordance with Paragraph 5 of the Agreement, the parties agree that the term of the Agreement shall be extended for a one (1) year period, effective January 1, 2022 through December 31, 2022.

2. **Price Adjustment:** In accordance with Paragraph 5.A. of the Agreement, the parties agree that the price per meal charged to the COUNTY by VENDOR shall be changed as set forth on Attachment A as a result of changes in the Consumer Price Index. This price shall be effective from January 1, 2022, through December 31, 2022, and shall supersede in all respects the price per meal set forth in Attachment A of the Agreement or in any other prior agreements between the parties.

3. Except as provided herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

By: DocuSigned by:
Michael Santoro

33F926971D0946D...
Michael Santoro
Vice President, Finance
1/5/2022

**Warren County Board of
Commissioners, OH**

By: *[Signature]*

Name: Tom Grossmann
Title: President

Attachment A
Warren County, Ohio
Effective January 1, 2022 through December 31, 2022

	Price Per Meal
Juvenile Meals*	\$5.324
Juvenile Snacks*	\$1.120
Staff & Visitors	\$3.360

*Juvenile meals and snacks will be billed on the actual number of juvenile meals ordered or served in a seven-day period, whichever is greater.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0104

Adopted Date January 18, 2022

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/11/22 and 1/13/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor ✓

Resolution

Number 22-0105

Adopted Date January 18, 2022

APPROVE HUDSON HILLS LANE IN ROBERTS PARK, SECTION 2, BLOCK "B", REV. 1 FOR PUBLIC MAINTENANCE BY DEERFIELD TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Hudson Hills Lane has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2581-T	Hudson Hills Lane	0'-29'-0'	0.030

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Deerfield Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, Ohio.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

ROBERTS PARK, SECTION 2, BLOCK "B", REV. 1

SECTION-2, TOWN-3, RANGE-3
DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO



SECTION 2, BLOCK "B", REV. 1
ROBERTS PARK

COUNTY COMMISSIONERS
WARREN COUNTY
10-17-16

RECORD PLAT
DEERFIELD TOWNSHIP
WARREN COUNTY, OHIO
SECTION-2, TOWN-3, RANGE-3
ROBERTS PARK, SECTION 2, BLOCK "B", REV. 1

15-0085
Abercrombie & Associates, Inc.
Civil Engineering & Surveying
15000 W. 12th Street
Cincinnati, Ohio 45240
Phone: (513) 248-5400
Fax: (513) 248-5401

15-0085
1

VICINITY MAP

COUNTY COMMISSIONERS
WARREN COUNTY
THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT FOR THE SECTION 2, TOWN 3, RANGE 3, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO.

COMMISSIONER
[Signature]

WARREN COUNTY PLANNING COMMISSION
THE PLAN WAS APPROVED BY THE WARREN COUNTY PLANNING COMMISSION ON THIS DATE: 10/17/16

DEERFIELD TOWNSHIP ZONING ADMINISTRATOR
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

COUNTY ENGINEER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

COUNTY SURVEY ENGINEER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

COUNTY CLERK
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

WARREN COUNTY RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

DEERFIELD TOWNSHIP RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

WARREN COUNTY RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

DEERFIELD TOWNSHIP RECORDER
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DEERFIELD TOWNSHIP RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

WARREN COUNTY RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

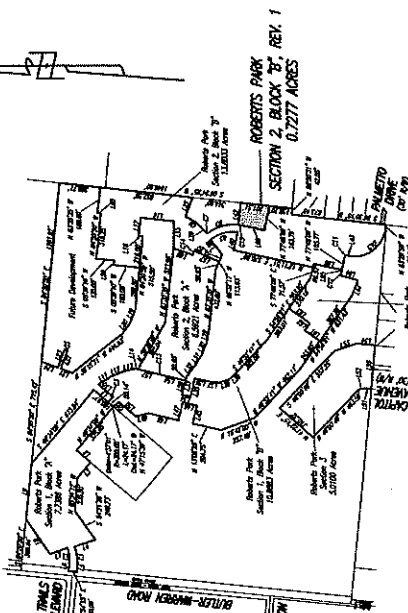
DEERFIELD TOWNSHIP RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

WARREN COUNTY RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

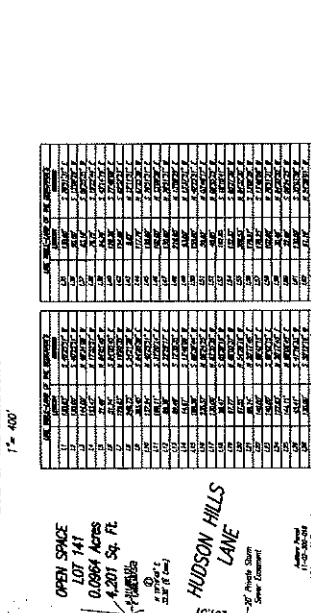
DEERFIELD TOWNSHIP RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

WARREN COUNTY RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16

DEERFIELD TOWNSHIP RECORDER
I HEREBY APPROVE THIS PLAT ON THE DATE: 10/17/16



LAND OF THE DEDICATORS
1" = 400'



AREA SUMMARY
AREA IN LOTS = 0.5365 ACRES
AREA IN P/R/W = 0.1882 ACRES
TOTAL AREA = 0.7247 ACRES

PARCEL SUMMARY
AUD. PARCEL 11-02-195-001 = 0.3600 ACRES
(EXISTING LOT 131)
LOT 141 OPEN SPACE = 0.0964 ACRES
R/W TO BE DEDICATED = 0.1882 ACRES
P/L LOT 142 = 0.0754 ACRES

AREA SUMMARY
AUD. PARCEL 11-02-195-002 = 0.3677 ACRES
(EXISTING LOT 132)
P/L LOT 142 = 0.3677 ACRES

OWNER/DEVELOPER
M/I HOMES OF CINCINNATI, LLC
5248 WATERSTONE BOULEVARD
SUITE 100
CINCINNATI, OHIO 45249
(513) 248-5400

GRAPHIC SCALE
1" = 40' = 1/8"

OWNER'S ASSOCIATION NOTE
THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT FOR THE SECTION 2, TOWN 3, RANGE 3, DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO.

OWNER'S CONSENT AND REDUCTION:
THE UNDERSIGNED, BEING ALL THE OWNERS AND CO-OWNERS OF THE LANDS HEREBY REFERRED TO, DO HEREBY CONSENT TO THE SUBDIVISION OF THE SAID LAND AND TO REDUCE THE INTERESTS OF PUBLIC CHARITIES OF WARREN COUNTY TO THE PUBLIC USE PURPOSES.

THESE LANDS HEREBY REFERRED TO ARE SHOWN ON THE PLAT AND ARE THE PROPERTY OF PUBLIC CHARITIES OF WARREN COUNTY, OHIO. THE SAID LANDS HEREBY REFERRED TO ARE SHOWN ON THE PLAT AND ARE THE PROPERTY OF PUBLIC CHARITIES OF WARREN COUNTY, OHIO. THE SAID LANDS HEREBY REFERRED TO ARE SHOWN ON THE PLAT AND ARE THE PROPERTY OF PUBLIC CHARITIES OF WARREN COUNTY, OHIO.

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NOTARY STATEMENT:
I, [Notary Name], a Notary Public in and for the State of Ohio, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.

DATE: 10/17/16

NOTARY PUBLIC, STATE OF OHIO

DEED REFERENCES:
1. DEED OF OCCUPATION, WARREN COUNTY, OHIO, DATED 10/17/16, RECORDED IN DEERFIELD TOWNSHIP RECORDS, VOLUME 1, PAGE 100.
2. DEED OF OCCUPATION, WARREN COUNTY, OHIO, DATED 10/17/16, RECORDED IN DEERFIELD TOWNSHIP RECORDS, VOLUME 1, PAGE 101.
3. DEED OF OCCUPATION, WARREN COUNTY, OHIO, DATED 10/17/16, RECORDED IN DEERFIELD TOWNSHIP RECORDS, VOLUME 1, PAGE 102.
4. DEED OF OCCUPATION, WARREN COUNTY, OHIO, DATED 10/17/16, RECORDED IN DEERFIELD TOWNSHIP RECORDS, VOLUME 1, PAGE 103.
5. DEED OF OCCUPATION, WARREN COUNTY, OHIO, DATED 10/17/16, RECORDED IN DEERFIELD TOWNSHIP RECORDS, VOLUME 1, PAGE 104.

GENERAL NOTES:
1. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.
2. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.
4. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.
5. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.

LOT NO.	ACRES	BEARING
LOT 131	0.3600	N 12° 15' 00" E 100.00 FT
LOT 132	0.3677	N 12° 15' 00" E 100.00 FT
LOT 141	0.0964	N 12° 15' 00" E 100.00 FT
LOT 142	0.0754	N 12° 15' 00" E 100.00 FT
TOTAL	0.7247	

15-0085
1

First Reading: December 7, 2021
Second Reading: Dispensed

RESOLUTION 2021- 77

A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON HUDSON HILLS LANE ROBERTS PARK SUBDIVISION: SECTION 2, BLOCK "B", REV. 1 DEERFIELD TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY

WHEREAS, Warren County Commissioners have accepted the following streets in the Roberts Park subdivision, Section 2, Block "B", Rev. 1 and approved them for maintenance by Deerfield Township and Deerfield Township is accepting the same for maintenance: Hudson Hills Lane

WHEREAS, the Township Trustees desire to establish a speed limit of twenty-five (25) miles per hour on the streets in the Roberts Park subdivision, Section 2, Block "B", Rev. 1.

NOW THEREFORE BE IT RESOLVED, by the Board of Township Trustees of Deerfield Township, Ohio:

SECTION 1. Deerfield Township accepts for maintenance the following streets in the: Roberts Park subdivision, Section 2, Block "B", Rev. 1: Hudson Hills Lane.

SECTION 2. The speed limit on the following street in the Roberts Park subdivision, Deerfield Township is hereby established at twenty-five (25) miles per hour: Hudson Hills Lane.

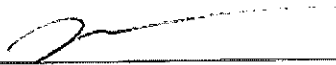
SECTION 3. The Trustees of Deerfield Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Deerfield Township. The reason for the emergency is to provide for an immediate establishment of a safe speed limit.

VOTE RECORD:

Ms. Malhotra Y Mr. Siciliano Y Mrs. Hedding Y

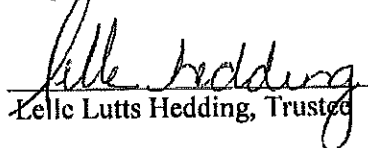
PASSED at the Meeting of the Board of Trustees this 7th day of December, 2021.



Kristin Malhotra, President



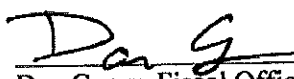
Jim Siciliano, Vice President



Leticia Lutts Hedding, Trustee

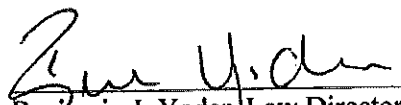
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Deerfield Township Fiscal Officer, this 7th day of December, 2021.



Dan Corey, Fiscal Officer
Deerfield Township, Warren County, Ohio

APPROVED AS TO FORM



Benjamin J. Yoder, Law Director

Resolution

Number 22-0106

Adopted Date January 18, 2022

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH SORAYA FARMS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS, SECTION EIGHT SITUATED IN CLEARCREEK TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	22-001 (P/S)
Development	:	Soraya Farms, Section Eight
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$173,341.51
Surety Company	:	Peoples Bank (LOC #1098)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

**STREETS AND APPURTENANCES
(INCLUDING SIDEWALKS)**

Security Agreement No.

22-001 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between SORAYA FARMS LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
PEOPLES BANK (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in SORAYA FARMS
Subdivision, Section/Phase EIGHT (3) (hereinafter the "Subdivision") situated in
CLEARCREEK (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 \$866,707.53,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$129,290.23; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of \$173,341.51 to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be twenty percent (20%) of the
total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$173,341.51 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

SORAYA FARMS LLC
8534 YANKEE STREET
DAYTON, OH 45458
Ph. (937) 438 - 3667

D. To the Surety:

PEOPLES BANK

ATTN: LETTER OF CREDIT DEPT.

138 PUTNAM STREET, PO BOX 738

MARIETTA, OH 45750

Ph. (740) 373 3155

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 # 1098)

Original Escrow Letter (attached)

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

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

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

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

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: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 12-22-21

SURETY:

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

SIGNATURE: Michael Dalton

PRINTED NAME: MICHAEL DALTON

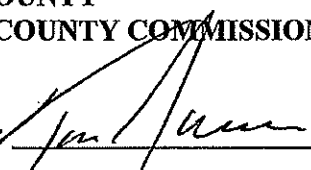
TITLE: V.P. COMMERCIAL LENDING

DATE: 12-29-21

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0106, dated 1-18-22.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

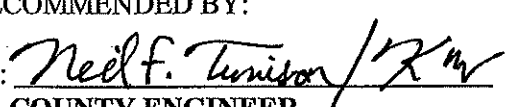
SIGNATURE: 

PRINTED NAME: Tom Grossman

TITLE: President

DATE: 1-18-22

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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



138 Putnam Street
Marietta, OH 45750
Phone: 740.373.3155

December 30, 2021

To the Beneficiary:
Board of Warren County Commissioners
Warren County Engineer
Warren County Administrator
406 Justice Drive
Lebanon, OH 45036

Irrevocable Letter of Credit #1098

Dear Sir:

We hereby establish our Irrevocable Standby Letter of Credit No. #1098 in your favor for the account of Soraya Farms LLC for improvements in Soraya Farms Subdivision, Section 8, situated in Clearcreek Township, Warren County, Ohio such as Streets, Sidewalks and Appurtenances, Warren County, Ohio up to an aggregate amount of One Hundred Seventy-three Thousand Three Hundred, Forty-one Dollars and 51/100 United States Dollars (\$173,341.51) available by your draft(s) at sight drawn on Peoples Bank, Marietta, Ohio.

Drafts to be accompanied by the following document(s):

- 1) Statement purportedly signed by an authorized signer of the BOARD OF WARREN COUNTY COMMISSIONERS stating "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, Section 8 of Soraya Farms LLC residential subdivision, in accordance with the Security Agreement for Streets and Appurtenances.
- 2) Original letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Peoples Bank, Standby Letter of Credit No. 1098.

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Peoples Bank, 138 Putnam Street, Marietta, OH 45750 Attn: Commercial Loan Department, not later than the expiration date December 30, 2022, or any future expiration date.

It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify The Warren County Administrator in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

“The Security Agreement reference by this Letter of Credit and all its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein, as if fully rewritten.”

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law or any jurisdiction other than the laws of the State of Ohio.

Sincerely,



Mike Dalton,

Vice President, Peoples Bank

Resolution

Number 22-0107

Adopted Date January 18, 2022

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH SORAYA FARMS, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN SORAYA FARMS, SECTION EIGHT SITUATED IN CLEARCREEK TOWNSHIP

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

AGREEMENT

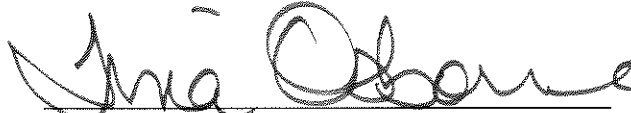
Bond Number	:	21-002 (W/S)
Development	:	Soraya Farms, Section Eight
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Amount	:	\$21,300.00
Surety Company	:	Peoples Bank (Letter of Credit #1097)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Soraya Farms, LLC, 8534 Yankee Street, Dayton, Ohio 45458
Peoples Bank, ATTN: Letter of Credit Dept., P.O. Box 738, Marietta, OH 45750
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

21-002 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between SORAYA FARMS LLC
(1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
PEOPLES BANK (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in SORAYA FARMS
Subdivision, Section/Phase EIGHT (3) (hereinafter the "Subdivision") situated in
CLEARCREEK (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 \$213,000.00,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0.00; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$21,300.00 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:

SORAYA FARMS LLC

8534 YANKEE STREET

DAYTON, OH 45458

Ph. (937) 438 - 3667

D. To the Surety:

PEOPLES BANK

ATTN: LETTER OF CREDIT DEPT.

138 PUTNAM STREET, PO BOX 738

MARIETTA, OH 45750

Ph. (740) 373 - 3155

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 # 1097)

Original Escrow Letter (attached)

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

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

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

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

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: Shery Oakes

PRINTED NAME: SHERY OAKES

TITLE: OWNER

DATE: 12-22-21

SURETY:

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

SIGNATURE: Michael Dalton

PRINTED NAME: MICHAEL DALTON

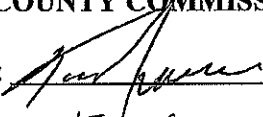
TITLE: V.P. COMMERCIAL LENDING

DATE: 12-29-21

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 22-0107, dated 1-18-22.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 1-18-22

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



138 Putnam St., Marietta, OH 45750

December 30, 2021

To the Beneficiary:
Board of Warren County Commissioners
Warren County Water and Sewer Department
406 Justice Dr.
Lebanon, Ohio 45036

Irrevocable Letter of Credit #1097

To Whom it May Concern:

We hereby establish our Irrevocable Standby Letter of Credit No. 1097 in your favor for the account of Soraya Farms, LLC for improvements in Soraya Farms Section 8, Water and/or Sanitary Sewer, Warren County, Ohio up to an aggregate amount of Twenty-one Thousand Three Hundred and 00/100 (\$21,300.00) available by your draft(s) at sight drawn on Peoples Bank, 138 Putnam Street, Marietta, OH 45750.

Drafts to be accompanied by the following document(s):

- 1) Statement purportedly signed by an authorized signer of the Board of Warren County Commissioners stating "That the amount of the accompanying draft represents an amount due and payable as a result of the fact that Soraya Farms, LLC has defaulted in the performance of installation and maintenance of improvements within Soraya Farms, LLC, Section 8, in accordance with the Security Agreement for Water and/or Sanitary Sewer.
- 2) Original Letter of Credit and any amendments:

Draft(s) must be marked "Drawn under Peoples Bank, Standby Letter of Credit No. 1097."

We hereby agree with you that all draft(s) drawn under and in strict compliance with the terms of this Letter of Credit will be duly honored if presented at Peoples Bank, 138 Putnam St., Marietta, Ohio 45750 not later than the expiration date of December 30, 2022, or any future expiration date.

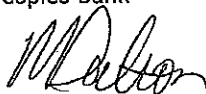
It is a condition of this Irrevocable Letter of Credit that it shall be automatically extended without amendment for additional periods of one year from the present and each future expiration date unless not less than sixty (60) days prior to such expiration date we notify the Board of Warren County Commissioners in writing, by courier, by certified mail or registered mail at the above address, that we elect not to extend this Letter of Credit, upon receipt by you and of our notice of election not to extend this Letter of Credit, the Board of Warren County Commissioners may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.

"The Security Agreement reference by this Letter of Credit and all of its terms and conditions, is attached hereto, made a part hereof, and fully incorporated herein as if fully rewritten."

Except as otherwise expressly stated herein, this Letter of Credit is issued subject to the International Standby Practices of the International Chamber of Commerce. This Letter of Credit shall be deemed to be a contract made under the laws of the State of Ohio and shall, as to matters not governed by ISP98, be governed by and construed in accordance with the laws of the State of Ohio, other than its conflict of laws rules, which would result in the application of the law of any jurisdiction other than the laws of the State of Ohio.

Sincerely,

Peoples Bank

A handwritten signature in black ink, appearing to read "Mike Dalton", written over a horizontal line.

Mike R. Dalton, Vice President
Commercial Lending

Resolution

Number 22-0108

Adopted Date January 18, 2022

APPROVE VARIOUS RECORD PLATS

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


- Soraya Farms, Section 8 Final Plat – Clearcreek Township

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-0109

Adopted Date January 18, 2022

APPROVE APPROPRIATION DECREASE WITHIN FACILITIES MANAGEMENT #4494

BE IT RESOLVED, to approve the following appropriation decrease:

\$43,046.83 from #44943729-5320 (Capital Purchases)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor
Appropriation Decrease file
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0110

Adopted Date January 18, 2022

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO GRANTS FUND #2211

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following supplemental appropriations within fund 2211:

\$15,000.00 into #22111110- 5102 (Regular Salaries)

\$2,100.00 into #22111110 -5811 (PERS)


\$220.00 into #22111110-5871 (Medicare)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor
Supplemental App. file
OGA (file)

Resolution

Number 22-0111

Adopted Date January 18, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
SPECIAL PROJECTS #2224

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 50,000.00 into #22241220-5370 (Software Non-Data Approval)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas Court (file)

Resolution

Number 22-0112

Adopted Date January 18, 2022

APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE REDEVELOPMENT TAX EQUIVALENT FUND (BUNNELL HILL) #4493

WHEREAS, a supplemental appropriation is necessary for the Redevelopment Tax Equivalent Fund (Bunnell Hill); and

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


\$5,000.00 into #44933908-5320 (Capital Purchase)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Engineer (file)

Resolution

Number 22-0113

Adopted Date January 18, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Services Fund #11011223 in order to process a vacation leave payout for Brandon Paty former employee of the Common Pleas Court Services:

\$844.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011223-5882	(Common Pleas Prob. - Vacation Leave Payout)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0114

Adopted Date January 18, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

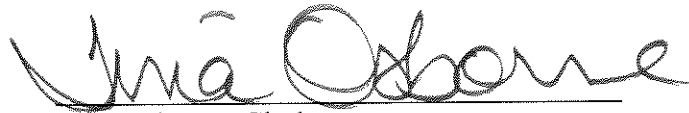
\$ 5,000.00 from #11011223-5400 (Purchased Services)
into #11011223-5850 (Training/Education)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0115

Adopted Date January 18, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00	from	11011240-5415	(Juv Ct Attorney-Indigent)
	into	11011240-5850	(Juv Ct Training/Education)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0116

Adopted Date January 18, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$11,500.00 from #11012812-5400 (TEL Data Purchased Services)
into #11012812-5940 (TEL Data Travel)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc:

Auditor
Appropriation Adj. File
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 22-0117

Adopted Date January 18, 2022

APPROVE APPROPRIATION ADJUSTMENTS WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270.

\$8,400.00	from	22701240-5102	(Regular Salaries)
\$5,300.00	into	22701240-5881	(Sick Leave Payout)
\$3,100.00	into	22701240-5882	(Vacation Leave Payout)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven(file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0118

Adopted Date January 18, 2022

APPROVE APPROPRIATIONS WITHIN COMMON PLEAS COURT COMMUNITY
BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00	from	BUDGET-BUDGET 22891228-5820	(Health/Life Insurance)
	into	BUDGET-BUDGET 22891228-5811	(PERS)
\$1,000.00	from	BUDGET-BUDGET 22891228-5820	(Health/Life Insurance)
	into	BUDGET-BUDGET 22891228-5871	(Medicare)

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0119

Adopted Date January 18, 2022

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.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

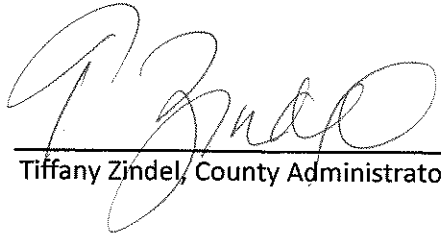
/tao

cc:

Commissioners' file

Department	Vendor Name	Description	Amount
GRA	UNIVERSAL TRANSPORTATION LLC	GRA 2022 UTS TRANSIT SERVICE	\$ 957,000.00
JUV	ARAMARK CORRECTIONAL SERVICES	JUV DET FOOD SERVICE FOR JDC	\$ 60,000.00
JUV	ARAMARK CORRECTIONAL SERVICES	JUV MHYC FOOD SERVICE	\$ 60,000.00
ENG	OXBLUE LLC	ENG. PROJECT CAMERA	\$ 21,576.00
WAT	CITY OF MONROE	WAT CB SOUTH UNION RD IMP PROJ	\$ 652,807.26
FAC	QUEENSGATE HARDWARE & SECURITY INC	DOOR REPLACEMENT 500 JUSTICE DRIVE	\$ 46,755.00

1/18/2022 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 22-0120

Adopted Date January 18, 2022

APPROVE EMERGENCY REPAIR TO THE GENERATOR LOCATED AT THE UPPER SIMPSON SEWER LIFT STATION

WHEREAS, the Water & Sewer Department has discovered that the emergency standby generator for the Upper Simpson Sewer Lift Station is currently non-operational; and

WHEREAS, the repair is critical and time sensitive to maintain effective operations of the Sewer Department by aiding in the prevention of both homes and businesses from experiencing a potential sewer back-up in the event of a power outage to the lift station; and

NOW THEREFORE BE IT RESOLVED, to approve emergency procurement services under Purchase Order 22001152 with Buckeye Power and Sales in the amount \$5,000 for generator diagnostics and repair.

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

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

Resolution adopted this 18th day of January 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor /
Water/Sewer (file)