

Resolution

Number 24-1535

Adopted Date November 12, 2024

HIRING CRYSTAL CORBETT AS INVESTIGATIVE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Crystal Corbett as Investigative Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #16, \$22.39 per hour, effective November 18, 2024, subject to a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
C. Corbett's Personnel File
OMB – Sue Spencer

Resolution

Number 24-1536

Adopted Date November 12, 2024

HIRING JACLEEN BARONTI AS PROTECTIVE SERVICES CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

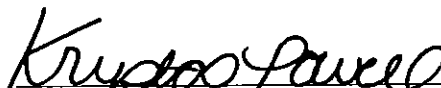
BE IT RESOLVED, to hire Jacleen Baronti as Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #16, \$22.39 per hour, effective November 18, 2024, subject to a negative drug screen, background check, and a 365-day probationary period.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Children Services (file)
J. Baronti's Personnel File
OMB – Sue Spencer

Resolution

Number 24-1537

Adopted Date November 12, 2024

AMENDING AND RENAMING CLASSIFICATION SPECIFICATION OF POLICY COORDINATOR POSITION TO POLICY AND QUALITY IMPROVEMENT COORDINATOR WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

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

WHEREAS, the Deputy Director of Children Services and the HR Manager have reviewed the classification specification of Policy Coordinator and have requested that said classification specifications be amended additional job duties and rename the position to "Policy and Quality Improvement Coordinator"; and

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

NOW THEREFORE BE IT RESOLVED; to amend and rename the classification specification of Policy Coordinator to Policy and Quality Improvement Coordinator as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the amended classification specifications of Policy and Quality Improvement Coordinator, effective November 8, 2024.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

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

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

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TITLE: Policy & Quality Improvement Coordinator

PAY RANGE: 20

JOB RESPONSIBILITIES: Performs other duties as required.

Under the general direction of the Director, the Policy & Quality Improvement (QI) Coordinator will compose and/or revise Policies and Procedures for Warren County Children Services. The Policies and Procedures will be written in compliance with Federal, State, and County regulations. The Policy & QI Coordinator will be responsible for Quality Improvement strategies including but not limited to Child Protection Oversight and Evaluation, Plan for Performance Improvement, Data Analysis through available reports, annual agency report, random and targeted case reviews, MOUs and contracting, agency audits, and Strategic Planning. This position will also serve as the Grievance Officer and Civil Rights/ADA Compliance Officer.

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

The minimum qualifications for this position are as follows:

Bachelor's degree in social work or a closely related field.

At least two (2) years of experience working within the Ohio Child Welfare System.

Strong written and verbal communication skills as well as adherence to detail.

Advanced knowledge of the Ohio Revised Code, Ohio Administrative Code, and any other applicable rule or policy influencing child welfare practice.

Knowledge and Experience with SACWIS/CCWIS and data collection, analysis and reporting relevant to Quality Improvement, EXCEL, PowerPoint

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

Procedures:

Maintain policies; New DCY Policies, Policy Revisions, New WCCS Policies-Policy Binder and WCCS SharePoint site.

Participate in Rule Review, monitor Ohio Rule Watch, Matrix for WC Prosecutor reviews.

Plan, implement, and evaluate new Programs & Procedures.

Partner with Training Coordinator to inform staff on new Policies and Procedures.

Grievances:

Maintain Grievance tracking spreadsheet.

Serve as Grievance Hearing Officer; scheduling, facilitating hearings, reviewing cases, preparation of reports with recommendations to the Director, send notices, make any disposition updates, and send new notices.

Assess patterns for agency performance improvements.

Civil Rights, ADA and LEP:

Serve as Civil Rights & ADA Compliance Coordinator.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

An Equal Opportunity Employer

Page 1of2

TITLE: Policy & Quality Improvement Coordinator

PAY RANGE: 20

Maintain/Update WCCS Civil Rights, ADA & LEP plans.
Work with JFS/DCY and BEAD for any program changes.
Ensure staff are trained as required, maintain EEOC notices and postings.
Quality Improvement:

CPOE-Participate in CPOE and PPA review, plans & monitoring.
Case reviews (random and targeted); SharePoint surveys.
Data and Reports-Maintain agency stats & information-Annual report and other needs for projects, new programs, grant requests, etc.
Learn and utilize BIC and ROM for Child Welfare Data and Performance Measures.
Monitor QI efforts for contacts (post on WCCS dashboard), child fatality/near fatality, Independent Living, QRTP, & IV-E, case plans, SARs, permanency round tables, random moment samples, placement agreements, AFCAR data, MEPA, etc.
Assist with MOUs, Child support/SETS, Fiscal audits, OIS audits as needed.
Assist with Strategic Planning, Projects, Excel, and PowerPoint needs.

Demonstrate regular and predictable attendance.
Follow all safety and health practices of the Warren County Board of Commissioners.
Attend meetings, seminars, and training.
Perform other duties as required by Director.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

KNOWLEDGE of: OAC; ORC; Department of Children & Youth rules and policies; Warren County Policies*; Warren County Children Services Policies and Procedures*; SACWIS/CCWIS, BIC/ROM*, Traverse, and CPOE. Basics of Quality Assurance/Quality Improvement principles

ABILITY to: Prepare written communication with correct grammar and punctuation; research and interpret rules/regulations, and accurately reflect these in written communication. Present necessary changes and updates to staff in a clear, concise manner.

SKILLS in: Organization of work; clear and written documentation; oral communication; performing computer operations (Microsoft Word, Microsoft Excel, Windows); Interpreting data; report writing, Traverse and SharePoint.

Resolution

Number 24-1538

Adopted Date November 12, 2024

AUTHORIZING THE POSTING OF A "POLICY AND QUALITY IMPROVEMENT COORDINATOR" POSITION, 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 one opening for a "Policy and Quality Improvement Coordinator" position within the Department of Job and Family Services, Children Services Division.

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Policy and Quality Improvement Coordinator" 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 November 8, 2024.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

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

Resolution

Number 24-1539

Adopted Date November 12, 2024

ACCEPTING THE RESIGNATION OF ALIX BOWSER, ASSESSMENT/INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE NOVEMBER 8, 2024


BE IT RESOLVED, to accept the resignation of Alix Bowser, Assessment/Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective November 8, 2024.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
A.Bowser's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1540

Adopted Date November 12, 2024

ACCEPTING THE RESIGNATION OF JOSHUA WEBB, INFRASTRUCTURE SYSTEMS TECHNICIAN I WITHIN THE TELECOMMUNICATIONS DEPARTMENT EFFECTIVE NOVEMBER 11, 2024

BE IT RESOLVED, to accept the resignation of Joshua Webb within the Telecommunications Department effective November 11, 2024.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Telecommunications (file)
J. Webb's Personnel file
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-1541

Adopted Date November 12, 2024

CANCELLING THE REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY, NOVEMBER 14, 2024

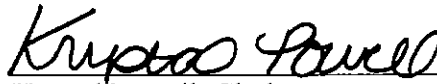
BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, November 14, 2024.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor
Commissioners' file
Press

Resolution

Number 24-1542

Adopted Date November 12, 2024

SETTING A PUBLIC HEARING TO CONSIDER A REQUEST FROM THE MYERS Y COOPER COMPANY TO DEPART FROM THE OFFICIAL THOROUGHFARE PLAN

WHEREAS, in accordance with R.C. 713.25, once this Board adopted the official thoroughfare plan for the unincorporated territory of the County, no public roadway, bridge, viaduct, or other public improvement or utility, publicly or privately owned, whose construction or location would constitute a departure or deviation from the plan, shall be constructed or authorized by the board of commissioners, except by unanimous vote of this Board; and

WHEREAS, The Myers Y. Cooper Company submitted a written request to the Board to schedule a public hearing to depart from the County's Official Thoroughfare Plan relating to the Hopkinsville 2010 Access Management Plan by the Thoroughfare Plan Road across from property currently owned by 5/3 Bank on parcels 16-05-276-008 and 16-05-276-010 on the northeast side of State Route 48 and State Route 22/3, in Hamilton Township; and

NOW THEREFORE BE IT RESOLVED, to set a public hearing to consider the aforementioned request from Warren County Engineer's Office; said public hearing to be held December 3, 2024, at 9:45 A.M. in the County Commissioners Meeting Room.

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

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)
Public Hearing file
Bruce McGary

Resolution

Number 24-1543

Adopted Date November 12, 2024

ACCEPTING A PROPOSAL FROM TOKIO MARINE HCC FOR STOP LOSS COVERAGE
EFFECTIVE JANUARY 1, 2025

WHEREAS, the Board of County Commissioners purchases stop loss coverage to mitigate risk to the health insurance plan; and

WHEREAS, Tokio Marine HCC is the current provider of such coverage and has submitted a proposal for renewal of coverage effective January 1, 2025.

NOW THEREFORE BE IT RESOLVED, to accept the proposal for stop loss coverage provided through Tokio Marine effective January 1, 2025; proposal attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: Tokio Marine HCC
HUB
Benefits File
Tammy Whitaker, OMB



TOKIO MARINE
HCC

401 Edgewater Place, Suite 400
Wakefield, MA 01880
Telephone: (781) 224-4300
Facsimile: (781) 245-1042

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2025 – 12/31/2025

Quoted for: Horan Associates Incorporated

Proposal Number: 1-1382565

FINAL

Underwriter:
Aaron Swartz
ASwartz@tmhcc.com

Sales Representative:
Timothy Campbell
TCampbell@tmhcc.com

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2
Coverages		Medical, Rx Card	Medical, Rx Card
Contract Basis		Paid	Paid
Loss Limit per Individual		\$ 325,000	\$ 325,000
Maximum Contract Period Reimbursement		\$ 1,000,000	\$ 1,000,000
Rate per Month	Enrollment		
Composite	876	\$ 5.62	\$ 5.62
Estimated Contract Period Premium		\$ 59,077	\$ 59,077
Rate(s) include Commission of		0.00 %	0.00 %
Annual Aggregate Deductible		\$ 16,931,488	\$ 16,931,488
Minimum Aggregate Deductible		\$ 16,931,488	\$ 16,931,488
Monthly Aggregate Claim Factors	Enrollment		
Medical, Rx Card			
Single	357	\$ 927.48	\$ 927.48
Family	519	\$ 2,080.63	\$ 2,080.63
Composite	876	\$ 1,610.68	\$ 1,610.68
Run-In Limited To		\$ 0	\$ 0

OVERALL COST SUMMARY

Plan Description	Option 1	Option 2
Total Annual Fixed Cost	\$ 749,483	\$ 599,483
Specific Variable	\$ 350,000	\$ 500,000
Aggregate Variable	\$ 16,931,488	\$ 16,931,488
Maximum Annual Liability	\$ 18,030,971	\$ 18,030,971

David G. Young, President



TOKIOMARINE
HCC

401 Edgewater Place, Suite 400
Wakefield, MA 01880
Telephone: (781) 224-4300
Facsimile: (781) 245-1042

Sales Representative:
Timothy Campbell
TCampbell@tmhcc.com

Underwriter:
Aaron Swartz
ASwartz@tmhcc.com

Stop Loss Proposal for: Warren County Board of Commissioners

Effective Dates: 01/01/2025 – 12/31/2025

Quoted for: Horan Associates Incorporated

Proposal Number: 1-1382565

FINAL

INDIVIDUAL STOP LOSS COVERAGE



Plan Description	Option 1	Option 2
Coverages	Medical, Rx Card	Medical, Rx Card
Annual Specific Deductible per Individual	\$ 325,000	\$ 325,000
Except for	\$ 2,000,000	\$ 2,000,000
	\$ 850,000	\$ 850,000
	\$ 500,000	\$ 500,000
Contract Basis	Paid	Paid
Experience Credit Advantage	Included	Included
Lifetime Reimbursement	Unlimited	Unlimited
Maximum Contract Period Reimbursement	Unlimited	Unlimited
Rate(s) Per Month	Enrollment	
Single	357	\$ 19.51
Family	519	\$ 73.34
Composite	876	\$ 51.42
Estimated Contract Period Premium	\$ 690,406	\$ 540,406
Rate(s) include Commission of	0.00 %	0.00 %
Split Funded Liability	\$ 350,000	\$ 500,000



David G. Horan, President

Resolution

Number 24-1544

Adopted Date November 12, 2024

AUTHORIZING THE CANCELLATION OF SERVICES NOTIFICATION LETTER TO OPTUM RX EFFECTIVE JANUARY 1, 2025

WHEREAS, the Warren County Board of County Commissioners wishes to terminate services with OptumRx, the Prescription Benefit Manager of the Warren County Healthcare Plan, effective January 1, 2025.

NOW THEREFORE BE IT RESOLVED, to notify OptumRX of the Board of Commissioners intention to terminate services with OptumRX effective January 1, 2025, and authorize the cancellation of services letter attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: c/a—OptumRX
HUB
Benefits File
Tammy Whitaker, OMB

Resolution

Number 24-1545

Adopted Date November 12, 2024

ENTERING INTO AN ADVISOR AGREEMENT AND A BUSINESS ASSOCIATE AGREEMENT WITH ARORX FOR THE ADMINISTRATION OF THE PRESCRIPTION PLAN EFFECTIVE JANUARY 1, 2025

WHEREAS, the Warren County Board of Commissioners provides a self-insured prescription benefits plan to eligible Warren County employees; and

WHEREAS, it is the desire of the Board to enter into an Advisor Agreement and a Business Associate Agreement with ARORx for services relative to the prescription program effective January 1, 2025.

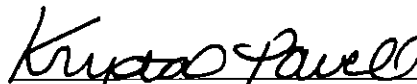
NOW THEREFORE BE IT RESOLVED, to enter into an Advisor Agreement and a Business Associate Agreement with ARORx effective January 1, 2025; copies of said agreements are attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: c/a—ARORx
HUB International
Benefits File
T Whitaker, OMB

Advisor Agreement

This Advisory Agreement (the "Agreement") is entered into effective January 1, 2025 (the "Effective Date") by and between Advanced Benefit Solutions, Inc. d/b/a ARORx, a Michigan corporation ("Advisor"), and Warren County, a Ohio municipality ("Company"). Advisor and Company may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Advisor provides access to a proprietary pharmacy benefit management offering and other supporting advisory services (collectively, the "Services"), that may include assisting companies such as Company in contracting with pharmacy benefit managers ("PBM"), negotiating terms with PBMs, evaluating pharmacy networks and drug manufacturer rebates, providing recommendations in benefit design, implementation management and oversight, drug utilization review and report analysis, and other related services;

WHEREAS, Company desires to retain Advisor to provide some or all of the foregoing Services, subject to the terms and conditions herein; and

WHEREAS, as selected by Company, Advisor has agreed to perform some or all of such Services as specified in the Scope of Services in Section 1 below, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing premises and the promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Advisor's Scope of Services.** Advisor will use commercially reasonable efforts to provide the following Services to Company: (a) access to a pre-negotiated PBM offering (as set forth in an agreement by and between Company and the PBM(s) selected by Company), with pre-negotiated pricing and other terms; (b) annually monitor and provide oversight of the PBM(s) selected by Company, which includes a review of drug utilization reporting and trend analysis; and (c) with Company's prior approval, research and investigate alternative reimbursement opportunities ("AROs") for all high-cost claims.
- 2. Compensation to Advisor.** Advisory fees and compensation owed to Advisor will be paid through a fee attributable to high-cost drug management ("HCDM") savings directly paid by Company to Advisor. Specifically, twenty five percent (25%) of HCDM savings will be assessed to Company by Advisor on a monthly basis. Each HCDM savings opportunity will be assessed a percentage of savings to Company until the member ceases to take the medication or is terminated from Company's employee benefit plan ("Plan"), whichever comes first. Savings are calculated by the subtracting the new price of the drug (ingredient cost + dispensing fee + sales tax minus member pay) from the current price (ingredient cost + dispensing fee + sales tax - member pay).
- 3. Term.** This Agreement shall commence on the Effective Date and shall continue for a period of two (2) years from the Effective Date (the "Initial Term"). The Initial Term shall automatically renew in successive one (1) year periods (each, a "Renewal Term"), unless either Party notifies the other Party in writing at least thirty (30) days' prior to the end of the Initial Term or applicable Renewal Term (the Initial Term and the Renewal Term(s) being the "Term"). Any expiration or termination of this Agreement shall not relieve either Party from its responsibilities in respect of any breach of this Agreement prior to such expiration or termination. Any termination of this Agreement by Company without cause shall result in a payment to Advisor limited to, the balance due on the remaining Term. Notwithstanding anything in this Agreement to the contrary, Company may immediately terminate this Agreement if Advisor (i) is in breach of any material term or condition hereof, and such breach continues for thirty (30) days after receipt by

Advisor of written notice from Company specifying the breach and has undertaken steps to cure said breach; (ii) has made an assignment for the benefit of creditors; (iii) has had substantially all of its assets placed in the control of a receiver or trustee for thirty (30) days or longer; (iv) has filed a voluntary petition for bankruptcy, or sought to effect a plan of liquidation or reorganization; or (v) has had bankruptcy proceedings brought against it by a third party that are not contested and discharged within sixty (60) days.

4. **Independent Contractor.** It is expressly understood and agreed by the Parties that Advisor and Company will always be and act as independent contractors. No act or failure to act by any Party shall be construed to make or render the other Party to this Agreement its partner, joint venture, employee, company, principal, agent or associate. Advisor, its agents, employees and representatives, shall not be employees of Company for any purpose and are specifically excluded from Company's compensation and benefits policies. Advisor is responsible for ensuring all of its agents, employees, or representatives are legally authorized to work, paid all wages due them in accordance with applicable law, and covered under Advisor's insurance coverage for liability, workers' compensation, and unemployment insurance. Advisor shall not have the authority, or hold itself out as having the authority, to substantially negotiate or conclude contracts on behalf of Company.

5. **Confidentiality.**

4.1 In the course of performing the Services, the Parties recognize that Advisor may come in contact with or become familiar with information to which Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to Company's benefits programs and other proprietary systems, which information may be of value to a competitor. For purposes of this Agreement, Company's confidential information includes, but is not limited to, participant and employee information and records, business, investment and financial data, plans, projections and records, medical, financial, claims and other personal data and information of the participants in Company and the beneficiaries and covered dependents of such participants (including, without limitation, all protected health information as such term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")). Advisor agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees. Further, Company recognizes that Advisor has negotiated highly confidential pricing terms and agreements with PBMs and other companies and, therefore, agrees to treat these terms and agreements as highly confidential and not discuss or divulge it to anyone without the express permission of Advisor.

4.2 All non-public, confidential or proprietary information including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Agreement is confidential, and shall not be disclosed or copied by the receiving Party (the "Receiving Party") without the prior written consent of the disclosing Party (the "Disclosing Party"). Confidential Information does not include information that is:

4.2.1 in the public domain;

4.2.2 known to the Receiving Party at the time of disclosure; or

4.2.3 rightfully obtained by the Receiving Party on a non-confidential basis from a third

party.

4.3 The Receiving Party agrees to use the Confidential Information only in the context of this Agreement.

4.4 The Disclosing Party shall be entitled to seek injunctive relief for any violation of this Section.

6. **Return or Destruction of Confidential Information.** At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; provided, however, that the Receiving Party may retain copies of Confidential Information (a) in order to comply with applicable law or regulation or the Receiving Party's records management or similar policy, or (b) that are stored on the Receiving Party's IT backup and disaster recovery systems until the ordinary course deletion thereof, but the Receiving Party shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.
7. **Non-Circumvention.** The Company recognizes that Advisor has expended significant time, expense and resources in establishing proprietary terms and agreements with PBMs to develop the Services. Unless Advisor authorizes a direct relationship with a PBM(s) participating in the Services, which may be determined on a case-by-case basis, Company may not circumvent Advisor while this Agreement is in effect, upon expiration of this Agreement, or at any time thereafter, for the purposes of directly negotiating with any recommended and contracted PBM.
8. **Scope of Plan Sponsor's Authority.** Notwithstanding the Services provided to Company hereunder, Plan Sponsor, as designated in the Plan, retains the full and absolute discretionary authority to construe the terms of its Plan, to interpret the language of Plan documents, to review denied claims, and to make determinations regarding the provision and payment of benefits. Plan Sponsor agrees and acknowledges that Advisor provides the Services within the context of the Plan. Plan Sponsor shall not name Advisor as a fiduciary on any Plan Documents. Plan Sponsor agrees and acknowledges that Advisor does not have discretionary authority or control over the management or disposition of Plan assets. Plan Sponsor acknowledges that Advisor does not have discretionary authority or control over the design, implementation or setup of the Plan.
9. **No Legal or Tax Advice.** The Company acknowledges that Advisor does not and cannot provide legal or tax services and that Company is advised to consult an attorney and/or tax professional, as applicable, to ensure compliance with applicable law. Advisor has no responsibility to advise Company or Plan Sponsor with respect to compliance with any laws, regulations, governmental guidance or other legal obligations. Further, Advisor makes no representation or warranty whatsoever, including, without limitation, with respect to the Plan's compliance with applicable laws, regulations, governmental guidance or other obligations.
10. **Disclaimer of Fiduciary Responsibility.** Nothing contained in this Agreement or any existing agreement between the Parties shall be construed as conveying a fiduciary duty or plan administrator designation upon Advisor. Advisor shall not be required to warrant the accuracy or completeness of any document ordinarily developed by a fiduciary or Plan administrator. To the extent any law or regulation incurs any fiduciary responsibility, Advisor and Company acknowledge and agree that: (a) Advisor shall have no discretionary authority or discretionary control with respect to the management and administration of any employee benefit plan sponsored by the Plan Sponsor; (b) Advisor shall exercise no authority or

control with respect to the management or disposition of the assets of Company, including any assets of any employee benefit plan sponsored by Company; and (c) Advisor shall perform the Services pursuant to this Agreement in a non-fiduciary capacity.

11. Disclaimer/Limitation of Liability. ALL SERVICES ARE PROVIDED "AS IS." ADVISOR MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED AND DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER OR NOT IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO SERVICES, OR ANY OF THE TRANSACTIONS REASONABLY CONTEMPLATED BY THE PARTIES PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES (some jurisdictions do not allow the exclusion of implied warranties, so the exclusion of implied warranties may not apply to the User) OR CONDITIONS OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT COMPANY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE, IN FACT, AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF COMPANY USAGE IN THE TRADE OR BY COURSE OF DEALING. ADVISOR (AND ITS REPRESENTATIVES, AFFILIATES AND LICENSORS) SHALL NOT BE LIABLE TO THE COMPANY (OR TO ANY PERSON CLAIMING ANY RIGHT, TITLE OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE COMPANY'S RIGHT, TITLE AND INTEREST), WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER THEORY OF LAW OR EQUITY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OR CORRUPTION OF CONTENT, INTERRUPTION OR COMPUTER FAILURE ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL ADVISOR OR ADVISOR'S REPRESENTATIVES, AFFILIATES AND LICENSORS BE LIABLE TO THE COMPANY (OR TO ANY PERSON CLAIMING ANY RIGHT, TITLE OR INTEREST DERIVED FROM OR AS A SUCCESSOR TO YOUR RIGHT, TITLE AND INTEREST) IN AND FOR AN AMOUNT THAT EXCEEDS THE FEES, IF ANY, RECEIVED BY ADVISOR FROM THE COMPANY WITHIN THE THREE (3) MONTHS PRIOR TO TERMINATION OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES.

12. Notice. Any notice or document required or permitted by this Agreement shall be deemed effective when personally delivered in writing or deposited, postage prepaid, in the first-class mail of the United States properly addressed to the appropriate Party at the address set forth below and will be deemed given (i) upon delivery, if delivered by overnight delivery service to the address provided below, or (ii) three (3) business days after deposit in the United States mail if delivered by certified or registered mail in the manner described above to the addresses provided below:

Notice if to Advisor:

Advanced Benefit Solutions, Inc. d/b/a ARORx
100 Ottawa Ave. SW
Grand Rapids, MI 49503
Attention: Chief Legal Officer

Notice if to Company:

Warren County
406 Justice Drive

Lebanon, OH, 45036

Attention: Tammy Whitaker, Warren County Benefits & Risk Manager

13. Miscellaneous.

- 14.1 This Agreement shall be binding upon and shall inure to the benefit of Advisor and Company and to the Parties' successors and permitted assigns.
- 14.2 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action or proceeding arising out of or relating to this Agreement, or any related transactions between the Parties shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in Warren County, Ohio, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- 14.3 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14.4 Neither Party may assign this Agreement or any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this section shall be null and void. Notwithstanding the foregoing, with written notice to Company, Advisor may assign this Agreement and its rights and obligations hereunder to an affiliate or to third party in connection with sale of all or substantially all of its assets.
- 14.5 This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both Parties.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement by their duly authorized representatives to be effective as of the Effective Date.

Advanced Benefit Solutions, Inc. d/b/a ARORx

By: Ryan G. Foley
Name: Ryan G. Foley
Title: Executive Vice President
Date: 11/16/2024

Warren County

By: * David G. Young
Name: Tammy Whitaker
Title: Warren County Benefits & Risk Manager President
Date: 11-12-24

APPROVED AS TO FORM

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

Resolution

Number 24-1546

Adopted Date November 12, 2024

AUTHORIZING THE 2025 RENEWAL VERIFICATION WITH UNITED HEALTHCARE

WHEREAS, due to program implementation changes relative to the medical plan administered by United Healthcare, authorization is needed by United Healthcare to implement such changes.

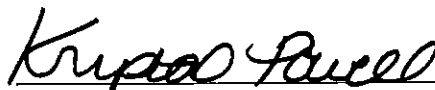
NOW THEREFORE BE IT RESOLVED, to authorize the Renewal Verification from United Healthcare for program implementation changes effective January 1, 2025; Renewal Verification attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

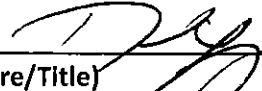
cc: c/a—United Healthcare
HUB
Benefits File
Tammy Whitaker, OMB



2025 Renewal Verification

Email/Return to: UnitedHealthcare of Ohio, Inc.
Attn: Trista Owens
Email: Trista_owens@uhc.com
Phone: 513-619-3736

From: Warren County Board of Commissioners

* 

(Signature/Title)
David E. Young
(Printed)

 x After review of UHC's ASO renewal proposal we elect to renew our medical coverage with UHC effective January 1, 2025. Please note the following:

- No medical plan design changes
- Moving from OptumRx to ARORx and Evo as the PBM effective 1/1/25
- Opting IN to Maven Maternity effective 1/1/25- \$925 Per Case Rate
- Electing UHC as their COBRA administrator effective 1/1/25
- Opting OUT of Virtual Behavioral Coaching, Child and Family Coaching and the SMS/MMSK Bundle

Monthly Administrative Fee:

2025: \$49.50

\$45,000 Wellness budget included with the 2025 renewal.

Performance Guarantees are included with the renewal putting \$50,000 of admin fees at risk for 2025

PLEASE COMPLETE:

How many eligible full-time employees do you currently have? 1,038

Open enrollment will be held beginning: 11/4/2024 through 11/15/2024

UnitedHealthcare Benefit Services COBRA/Direct Bill Fees

Key Accounts COBRA Administration – Simplified benefit and administration services

This quote offers PEPM pricing (Per Eligible Per Month) pricing. The total medical subscriber count will be used to determine the eligible count. Once sold and before returning for client assignment, please add the platform/policy number, and ask the client to sign/date below (electronic signature is accepted)

Client Name: Warren County Board of Commissioners **Subscriber Count:** 880 **Quote Type:**
Contract Dates: 1/1/25-12/31/25 **Platform/Policy:** UNET 743289 **New:**
State: OH **Date Quoted:** 8/6/24 **Renewal:**

Fee Schedule	PEPM
Group Setup Fee	Included
COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included
Ongoing Maintenance Fee	N/A
Ongoing COBRA Continuant Per Month Charge	Included
Qualifying Event Notification (QEN) Includes distribution of QENs and election forms and processing of enrollment	Included
State Continuation Notification, where applicable (per notice)	Included
Administration of Non-UHC carriers	Included
New Hire Notification (AKA - New Hire General Notice)	Included

Direct Bill/Retiree Services	\$4.50 per continuant, per month
------------------------------	----------------------------------

Open Enrollment Services	
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client.	\$8.00 per package plus postage **\$100 minimum for OE services

Optional Services	
Medicare-D Notifications	\$0.95 per notification
Non-Standard Programming	\$125 per hour
Customized Services (Letters, Correspondence)	Varies, plus postage

COBRA 2% Administration Fee

UnitedHealthcare will retain the 2% administration fee that is routinely charged to enrolled COBRA participants

Services Selected

COBRA Direct Bill/Retiree

Additional Notes

[Redacted Signature Area]

Client Signature **Date**

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is being entered into between Advanced Benefit Solutions, Inc. d/b/a ARORx, a Michigan corporation (“Business Associate”) and all of the Health Plans of Warren County, a Ohio municipality (“Covered Entity”) to facilitate compliance with the HIPAA Rules. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Business Associate

“Business Associate” means the person or entity described in the first paragraph of this Agreement.

1.2 CFR

“CFR” means the Code of Federal Regulations.

1.3 Covered Entity

“Covered Entity” means all of the Health Plans maintained by Plan Sponsor.

1.4 Designated Record Set

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

1.5 Electronic Health Record

“Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

1.7 HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.8 HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.9 Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.10 Part 2 Rules

“Part 2 Rules” means the Confidentiality of Substance Use Disorder Patient Records rules under 42 CFR Chapter I, Subchapter A, Part 2.

1.11 Patient Identifying Information

“Patient Identifying Information” has the same meaning as the term “Patient Identifying Information” in 42 CFR 2.33.

1.12 Plan Sponsor

“Plan Sponsor” means Warren County.

1.13 Protected Health Information

“Protected Health Information” has the same meaning as the term “Protected Health Information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.14 Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.15 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.

1.16 Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

Article 2

Obligations and Activities of Business Associate

2.1 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding the HIPAA Rules, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and Business Associate shall conduct a security risk analysis.

2.2 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

2.3 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

2.6 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Business Associate shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.7 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

2.8 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.9 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.10 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

2.11 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

2.12 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.13 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

2.14 Upon the receipt of Patient Identifying Information from Covered Entity, Business Associate agrees that:

(a) Business Associate is bound by the Part 2 Rules with respect to the Patient Identifying Information received from Covered Entity;

(b) Business Associate has implemented the appropriate safeguards to protect Patient Identifying Information from unauthorized uses and disclosures;

(c) Business Associate will report to Covered Entity any unauthorized uses, disclosures or breaches of Patient Identifying Information; and

(d) Business Associate will not disclose Patient Identifying Information to another party (other than Covered Entity), unless the other party is the agent of Business Associate (i.e., subcontractor), the disclosure is for the purpose of assisting Business Associate satisfy its obligation in the underlying service agreement between Plan Sponsor and Business Associate, and the other party agrees to only further disclose Patient Identifying Information back to Business Associate or Covered Entity.

This Section 2.14 will no longer apply as of the effective date that 42 CFR 2.32(c) does not require a written contract between Business Associate and Covered Entity in order for Covered Entity to disclose Patient Identifying Information to Business Associate.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose Protected Health Information to perform the following functions, activities or services for, or on behalf of, Covered Entity:

(a) Perform or assist in performing a function or activity regulated by the HIPAA Rules, including but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the Health Plans, and customer service.

(b) Assist Covered Entity's other business associates retained to provide legal, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to Covered Entity.

Business Associate may also use or disclose Protected Health Information as otherwise specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plans, if any, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

3.2 Business Associate may use or disclose Protected Health Information as Required by Law.

3.3 To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

3.4 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

3.5 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.6 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, but only if (a) any such disclosures are Required by Law, or (b) (i) Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (ii) the person agrees to notify the Business Associate of any instances where the confidentiality of the information has been breached.

3.7 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45

CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

4.5 If Covered Entity discloses Patient Identifying Information to Business Associate, Covered Entity will provide Business Associate with the following notice in connection with the disclosure of Patient Identifying Information: “42 CFR part 2 prohibits unauthorized disclosure of these records.” Despite the previous sentence, if Business Associate directly receives Patient Identifying Information on Covered Entity’s behalf, any notice provided by the party disclosing the Patient Identifying Information is deemed to satisfy this requirement, to the extent the notice satisfies the notice requirements under 42 CFR 2.32. This Section 4.5 will no longer apply as of the effective date that 42 CFR 2.32(c) does not require a written contract between Business Associate and Covered Entity in order for Covered Entity to disclose Patient Identifying Information to Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on the date the last of the parties signs the Agreement and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

5.2 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.3 Effect of Termination

(a) Except as provided in subparagraph (b), upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Advanced Benefit Solutions, Inc.
100 Ottawa Ave. SW
Grand Rapids, Michigan 49503
Attention: Executive Vice President

Covered Entity:

Warren County
406 Justice Drive
Lebanon, Ohio 45036
Attention: Benefits & Risk Manager

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement. Any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.6 Successors

A party may not assign any of its rights or transfer any of its obligations under this Agreement without the other party's prior written consent. This Agreement is binding on each party's permitted successors and assigns.

6.7 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses (including attorneys' fees) to the extent resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity and Plan Sponsor agree to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses (including attorneys' fees) to the extent resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity or Plan Sponsor, or agents of Covered Entity or Plan Sponsor, in violation of this Agreement.

6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Business Associate:

Advanced Benefit Solutions, Inc.

By: *Ryan Foley*

Name: Ryan Foley

Its: Executive Vice President

Date: 11/16/2024

Covered Entity:

Health Plans of Warren County

By: ~~*~~ *David G. Yang*

Name: ~~Tammy Whitaker~~ David G. Yang

Its: ~~Benefits & Risk Manger~~ President

Date: 11-12-24

APPROVED AS TO FORM

Kathryn M. Horvath

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

Resolution

Number 24-1547

Adopted Date November 12, 2024

ENTERING INTO AN ADMINISTRATIVE SERVICE AGREEMENT AND A DENTAL CLAIMS SERVICE AGREEMENT WITH SUN LIFE ASSURANCE COMPANY OF CANADA FOR THE ADMINISTRATION OF THE WARREN COUNTY DENTAL PLAN

WHEREAS, the Warren County Board of Commissioners offers a self-insured dental plan to eligible Warren County employees and utilizes a Third-Party Administrator to administer the program; and

WHEREAS, effective September 1, 2024, due to acquisition of the previous TPA, Sun Life Assurance Company began to furnish administrative services of the dental plan.

NOW THEREFORE BE IT RESOLVED, to enter into an Administrative Services Agreement and a Dental Claims Service Agreement with Sun Life Assurance Company of Canada for the administration of the Warren County self-insured dental plan effective September 1, 2024; copies of agreements are attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: c/a—Sun Life Assurance Company
HUB
Benefits File
Tammy Whitaker, OMB

Sun Life Assurance Company of Canada

SunAdvisor® Dental Claims Administrative Services Agreement



Agreement #: 967996
Company: Warren County Commissioners
Effective Date: September 1, 2024
Renewal Date: January 1, 2028

Warren County Commissioners (the "Company") has adopted a self-funded program of dental benefits (the "Plan") for its employees. The Plan's benefits are not insured and the Company recognizes that it has sole financial and legal responsibility for the risks and liabilities covered by the Plan.

In connection with the operation of the Plan, the Company has requested Sun Life Assurance Company of Canada ("Sun Life") to furnish certain administrative services as specified herein in exchange for the consideration stated and under the terms and conditions described herein.

This Agreement constitutes the entire contract between the parties with respect to the self-funded dental program and no modification or amendment of it shall be valid unless in writing and signed by the parties.

This Agreement is issued in Ohio and is subject to the laws of that jurisdiction.

I. Definitions

As used in this Agreement, the following terms shall have the stated meanings:

- A. Plan means the self-funded dental plan established by the Company as set forth in the Plan Document.
- B. Plan Year means the 12-month period of time as defined in the Plan Document.

II. Submission of Information

- A. The Company may submit Plan claims to Sun Life for review and handling. The Company shall provide all information requested by Sun Life including, but not limited to, the following:
 - 1. A copy of the Plan Document, Summary Plan Description and any other documents or materials in whatever medium evidencing Plan guidelines or procedures.
 - 2. Confirmation of eligibility for participation in the Plan.
 - 3. The effective date of coverage for Plan Participants under the Plan.
 - 4. Any other information reasonably requested to enable Sun Life to perform its duties under this Agreement.

III. Executive Correspondent

The Executive Correspondent under this Agreement is Tammy Whitaker. The Executive Correspondent shall be an agent of the Company and is responsible for receiving, on behalf of Company, renewal information, Form 5500 information, and confirmation of Sun Life's receipt of Plan amendments. Company shall ensure that the Executive Correspondent complies with this Agreement including, but not limited to, the HIPAA and Confidentiality provisions set forth herein. Company shall be responsible for any breach of contract and other acts and omissions of the Executive Correspondent. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgements and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

IV. Company Responsibility

- A. The Company authorizes Sun Life to process claims for Plan benefits and to issue drafts for payment to Plan Participants. The Company shall promptly reimburse Sun Life in accordance with Section VIII and Exhibit 1, which is attached to and incorporated herein by reference, for all drafts issued by Sun Life pursuant to this Agreement.

- B. Notwithstanding any other provisions of this Agreement, the responsibility for the interpretation of Plan provisions, the determination of whether a benefit will be paid or denied and the liability for the payment of any benefits under the Plan rests solely with the Company. The Company shall use its own discretion in determining all claims and appeals without regard to the opinions or recommendations of Sun Life. The Company's decision will be final.
- C. Should the Company decide to take action contrary to Sun Life's determination, the Company shall prepare and immediately forward to Sun Life its decision in writing, including the basis for its decision. Sun Life will notify the Plan Participant in writing of the decision reached by the Company on the claim, the basis for that decision and the right to appeal that decision.
- D. In the event a benefit is overpaid or paid in error, the parties shall cooperate with each other in seeking reimbursement of the overpaid amount from the Plan Participant. It shall be the sole responsibility of the Company to collect any overpayment.
- E. Company shall communicate to Sun Life, in writing, any modifications or amendments to the Plan at least thirty (30) days prior to the effective date of any Plan modification or amendment. Any such amendment or modification shall not be implemented retroactively.
- F. The parties acknowledge and agree that Sun Life does not insure or underwrite the liability of the Company under the Plan. The Company remains responsible and liable at all times for providing any Plan benefits and operating the Plan in accordance with its terms and any applicable state or federal laws and regulations. The Company shall be responsible for complying with all reporting and disclosure requirements including, but not limited to, preparation and distribution of Summary Plan Descriptions and the preparation and filing of any required Form 5500.

V. Claim Administration Services

- A. Upon receipt of the submitted claims, Sun Life shall perform certain services with respect to the review of Plan claims made by Plan Participants including, but not limited to, the following:
 - 1. Obtain appropriate and adequate documentation to make informed determinations regarding submitted claims under the Plan.
 - 2. Review all aspects of the submitted claims including review of all documents and information, medical and otherwise, obtained to review eligibility for benefits and the amount of benefits, if any.
 - 3. Use the services of third parties as deemed appropriate by Sun Life.
 - 4. Notify Plan Participants in writing as to the decision reached on the claim, the basis for the decision and their right to appeal the decision.

VI. Appeal Process

- A. All appeals shall be handled in accordance with the Plan Document.
- B. In the absence of an appeals process in the Plan Document, the appeals process shall be as follows:
 - 1. If the Plan allows for only one level of appeal, that appeal shall be handled and determined by Company.
 - 2. If paragraph 1 above does not apply, the first appeal of a denied claim will be reviewed by Sun Life's Team Leader and/or Manager. The claim may also be reviewed by third parties as necessary. Sun Life will formulate a decision on the first appeal and provide that decision in writing to the participating employee and inform them of their right to appeal the decision.
 - 3. Notwithstanding any other provisions of this Agreement and as provided by Article III, the Company shall use its own discretion in determining all appeals, without regard to the determination by Sun Life.
 - 4. Any additional appeals shall be handled and determined solely by Company.

VII. Consultation

Sun Life may consult with the Company and the Company shall cooperate with Sun Life during the review of any claim or the appeal of any disputed claim.

VIII. Administration Fees and Benefit Payment Reimbursement

- A. Company shall pay to Sun Life an administration fee in accordance with paragraph B below. The administration fee for the initial term of this Agreement and other applicable charges are set forth in Exhibit 1.
- B. Sun Life shall send a monthly itemized statement ("Sun Life's Itemized Statement") to the Company setting forth all unpaid fees and charges and Plan benefits paid in the prior month(s). Within ten (10) business days of receipt of Sun Life's Itemized Statement, Company shall remit full payment to Sun Life by the method of payment set forth in Exhibit 1, unless the parties agree in writing to alternate arrangements.

- C. If Company at any time fails or refuses to pay any amount due and payable under this Agreement, Sun Life, upon twenty-four (24) hours notice, and in its sole discretion, may:
1. Stop processing any further claims and stop making any benefit payments until the outstanding amounts are received;
 2. Change the frequency of the billing and reimbursement procedures;
 3. Change the method of payment set forth in Exhibit 1; and/or
 4. Terminate this Agreement.
- D. If Sun Life changes the method of payment in Exhibit 1, pursuant to paragraph C above, Company shall cooperate with Sun Life in providing all necessary information to facilitate that change.
- E. If there is a change in the level or number of services provided or a change in employee enrollment of 25% or more within a Plan Year, upon thirty (30) days written notice to Company, the Administrator has the right to change the administration fee set forth in Exhibit 1 or terminate this Agreement.
- F. Sun Life guarantees the fees set forth in Exhibit 1 until the Renewal Date. Thereafter, once during each Plan Year, after providing at least thirty (30) days prior written notice to Company, Sun Life may change the administration fee. If the Company rejects the new administration fee, Sun Life may, in its sole discretion, either (i) elect to continue providing Administrative Services under the existing fee arrangement; (ii) negotiate a new administration fee with Company; or (iii) terminate this Agreement on the next anniversary date of the Plan Year.

IX. Standard of Review

The standards to be used by Sun Life when making claim determinations under the Plan are those set forth in the Plan.

X. Files and Records

- A. The claim file related to the Plan is the property of the Company and is available to Company upon request. In order to implement this provision, forms authorizing the release of medical records must include the Company as a possible recipient of such records. In the absence of a specific request for Plan records by the Company, Sun Life will hold such records for the Company for the same period of time that Sun Life retains similar records in connection with its insurance business.
- B. Company shall reimburse Sun Life's actual costs incurred in providing any and all information requested under this Section.
- C. Company agrees that in reviewing any records, claims files or other information, it shall comply with the requirements set forth in Section XV.
- D. Upon Sun Life's receipt of a subpoena, court order, child support order or any other judicial order requesting Plan records, Sun Life shall immediately forward to Company a copy of such request along with the Plan records provided by Sun Life to comply with the order.

XI. ERISA

- A. This Agreement shall not be considered an employee welfare benefit plan under the provisions of the Employee Retirement Income Security Act of 1974 and any amendments thereto (ERISA) and the Plan Sponsor shall be solely responsible for any duties and responsibilities imposed on it by ERISA.
- B. For purposes of this Agreement and the duties performed hereunder, Claims Administrator is not a fiduciary as defined under ERISA.
- C. Claims Administrator shall have no power or duty to act on behalf of the Plan Sponsor concerning the Plan except as expressly stated in this Agreement. Claims Administrator has no discretionary authority or control over the Plan or the Plan administration.

XII. Indemnification

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

XIII. Term and Termination

- A. This Agreement shall commence on the Effective Date and shall continue until the Renewal Date.
- B. After the Renewal Date, this Agreement shall automatically renew for successive one-year periods, unless terminated in accordance with this Agreement.
- C. This Agreement shall be terminated as follows:
 - 1. Immediately upon cessation of business by the Company or Sun Life.
 - 2. Immediately upon the bankruptcy or dissolution of the Company or Sun Life.
 - 3. In Sun Life's discretion, upon the Company's failure to pay fees and charges when due.
 - 4. Without cause by either party upon thirty (30) days' prior written notice to the other party.
- D. Upon termination of this Agreement for any reason:
 - 1. Unless otherwise agreed to, Sun Life shall cease all services under this Agreement.
 - 2. Within 30 days of termination, Company shall pay to Sun Life all fees, charges and Plan benefits determined to be due at the date of termination.
 - 3. Sun Life shall return any Company funds remaining in its possession within 10 days after a final accounting is prepared by Sun Life.

XIV. Plan Benefits Following Termination

- A. Claims for Plan benefits for services received by Plan Participants on or before the termination date shall be referred to herein as "Incurred Claims". Unless (a) otherwise agreed by the parties, or (b) this Agreement is terminated as set forth above, Sun Life will process Incurred Claims, with reasonable diligence, for a period of ninety (90) days following the termination date (the "Termination Period"). Sun Life will not charge an administration fee for processing Incurred Claims during the Termination Period. The terms of this Agreement, any attachments and/or amendments will govern the parties' relationship during the Termination Period, except that the only service that Sun Life will perform is the processing of Incurred Claims. During the Termination Period the Company will transfer funds to Sun Life, in accordance with the funding option selected in Exhibit 1 for the payment of fees and Incurred Claims which have been processed.
- B. Sun Life reserves the right to invoice the Company after the termination date for Incurred Claims and all other charges which the Company became obligated to pay Sun Life for any Plan Benefits processed under this Agreement prior to the termination date or otherwise. Company agrees to pay the invoiced amounts within thirty (30) days after its receipt of the invoice.

XV. Confidentiality/Privacy

- A. As used in this Section, Confidential Information includes any Plan Participant personal or health information as may be defined by applicable privacy laws or regulations. Confidential Information also includes Nonpublic Personal Information as may be defined in the Gramm-Leach-Bliley Act and may include any information that is personal in nature, including but not limited to, name, address, telephone number, e-mail address, social security number, dates of birth and other consumer or credit information.
- B. Sun Life agrees to maintain the confidentiality of all Confidential information received about Plan participants in accordance with state and federal laws and regulations.
- C. Sun Life shall maintain reasonable information security measures consistent with industry standards to protect against the unauthorized access to or use of Confidential Information.
- D. In the event that Company requests such Confidential Information from Sun Life pursuant to this Agreement, such information shall be made available by Sun Life in a manner that Sun Life determines maintains confidentiality while still meeting the reasonable information needs of the Company.
- E. The Company assumes the same duty of confidentiality and security with regard to the Confidential Information as is required by Sun Life. Company shall promptly notify Sun Life of any breach of security resulting in possible or actual unauthorized access to Confidential Information.
- F. In addition to E above, Company agrees to use the Confidential Information only for the purposes for which it was disclosed and to not further disseminate or disclose this Confidential Information to other third parties, without written approval from the applicable Plan Participant or as otherwise required by law, unless such disclosure is necessary for Company to meet its contractual obligations and that party is similarly bound by the same privacy standards in its handling of Confidential Information. Further, Company agrees, where legally required, to comply with applicable privacy laws, including, but not limited to, (1) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), (2) the Gramm-Leach-Bliley Act ("GLB"), (3) any and all applicable state privacy laws, and (4) any relevant regulations promulgated in conjunction with applicable privacy laws. Company agrees to cooperate with Sun Life to ensure its privacy compliance and to establish and maintain policies reasonably designed to assure the security of all Confidential Information.

XVI. Notice

- A. Any notice required under this Agreement shall be made in writing, and either personally delivered to the intended party, sent via overnight mail by a nationally-recognized carrier, or mailed by United States mail, certified or registered, postage prepaid, return receipt requested to the following address or such other address as the party may specify:

Sun Life: Sun Life Assurance Company of Canada
2323 Grand Blvd.
Kansas City, Missouri 64141-6423

Company: Warren County Commissioners
406 Justice Dr
Lebanon, OH 45036

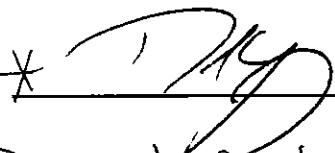
XVII. General Provisions

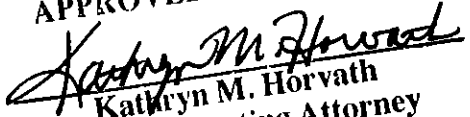
- A. The recitals and the definitions within such recitals are incorporated herein by reference and shall apply to this Agreement.
- B. This Agreement constitutes the entire agreement between the parties as to the matters addressed herein, and as of the Effective Date supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof.
- C. Neither party shall use the other party's name, trademark, brand, logo, or symbol without the other's express written consent.
- D. Each party agrees to notify the other within 24 hours after receipt of notice of the commencement of any legal action relating to the Plan or this Agreement.
- E. Forbearance by Sun Life in enforcing one or more of the provisions in this Agreement shall not be deemed or construed to constitute a waiver of such right to enforce later.
- F. The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.
- G. Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies on any persons or entities other than the parties to this Agreement.
- H. This Agreement may not be assigned without the prior written consent of Sun Life.

- I. Any modification or amendment to this Agreement shall not be effective unless agreed to in writing by both parties.
- J. No ambiguity or uncertainty herein shall be construed or resolved against any party whether under any rule of construction or otherwise.
- K. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one instrument and each of which shall be considered an original for all purposes. This Agreement may be signed by hand or by means of secure electronic signature technology and may be delivered by means of facsimile or by electronic transmission of a document in pdf or similar format.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date set forth above.

Warren County Commissioners

Signature: * 
 Printed Name: David G Young
 Title: President
 Date: 11-12-24

APPROVED AS TO FORM

 Kathryn M. Horvath
 Asst. Prosecuting Attorney

Sun Life Assurance Company of Canada
 One Sun Life Executive Park,
 Wellesley Hills, Massachusetts 02481

Signature: 
 Printed Name: Dianna D. Duvall
 Title: Vice President
 Date: 10-23-2024


Signature: 
 Printed Name: Bradley Peak
 Title: AUP
 Date: 10-23-2024

EXHIBIT 1

FEES AND CHARGES

1. The Company shall pay Sun Life the following monthly administration fee per Plan participant (net of commissions) \$ 3.00
2. The monthly administration fee is guaranteed for the 40 months period commencing on the Effective Date of this Agreement.
3. Fees shall be remitted to Sun Life in the form of a check/epay transaction.

Sun Life Assurance Company of Canada
SunAdvisor® Dental Business Associate Agreement
Self-funded



THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into this 1st day of September, 2024, ("Effective Date") by and between Sun Life Assurance Company of Canada (hereafter "Business Associate") and Warren County Commissioners (hereafter "Covered Entity"), (collectively, the "Parties").

WHEREAS, pursuant to an Administrative Services Agreement executed between Parties, Business Associate has agreed to provide certain select obligations. As a result, Business Associate will provide certain administrative services to Covered Entity and, in providing those services, may have access to Protected Health Information ("**PHI**") (defined below); and

WHEREAS, to the extent that Covered Entity is a covered entity under HIPAA, the following provisions are applicable to both Parties of this Agreement; and

WHEREAS, Covered Entity is obligated under Title II, Subtitle F ("Administrative Simplification") of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d *et seq.*) ("HIPAA") and regulations promulgated to ensure that Business Associate uses, discloses and protects PHI and EPHI consistent with the requirements of the Privacy, Security, and Omnibus Rules (defined below) and as outlined in this Agreement; and

WHEREAS, Business Associate acknowledges that with the enactment of the American Recovery and Reinvestment Act of 2009, Title XIII, Subtitle D (Pub. L. No 111-5 (2009)) ("HITECH"), certain provisions of HIPAA were amended in a way that directly impacts and regulates the Business Associate's responsibilities, obligations, and activities under the Privacy and Security Rules; and

WHEREAS, Business Associate acknowledges that it must comply with all HITECH provisions related to the activities of Business Associate including, but not limited to, HITECH Sections 13401, 13402, 13404, and 13405 and any regulations promulgated thereunder, including the Final Rule at 78 Federal Register 17, Part II (2013) (hereafter the "Omnibus Rule").

NOW THEREFORE, the Parties agree as follows:

1. Definitions

Breach shall have the same meaning as specified in 45 CFR § 164.402, as may be amended.

Effective Date is the date on which the underlying Arrangement goes into effect.

Electronic Protected Health Information ("EPHI") shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information relating to the Covered Entity's customers, applicants or claimants that Business Associate may receive, review, create, transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement.

Protected Health Information ("PHI") shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to all such information, regardless of its form, relating to the Covered Entity's customers, applicants or claimants that Business Associate may receive, review, create,

transmit, observe, or otherwise have an opportunity to use or disclose while performing its obligations under this Agreement or the underlying Arrangement. PHI includes EPHI as defined above.

Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E and any subsequent amendments including, but not limited to, the Omnibus Rule.

Secretary shall mean the Secretary of Health and Human Services (HHS) or any HHS officer, employee, or agent to whom the Secretary delegates authority.

Security Incident shall have the same meaning as specified in 45 CFR § 164.304, as may be amended.

Security Rule shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C and any subsequent amendments including, but not limited to, the Omnibus Rule.

Subcontractor shall have the same meaning as specified in 45 CFR § 160.103, as may be amended, limited to a Subcontractor to whom Business Associate delegates a function, activity, or service that is necessary for Business Associate to meet its obligations for or on behalf of Covered Entity under the terms of this Agreement or the underlying Arrangement.

2. Obligations and Activities of Business Associate

- a. Confidentiality of PHI. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as required by law. Business Associate shall not at any time access any PHI for any purpose other than those specifically authorized by Covered Entity or required by law.
- b. Permitted Uses and Disclosures. Except as otherwise provided in this Agreement, Business Associate shall use and disclose PHI solely for meeting its obligations and performing any functions, activities and/or services for or on behalf of Covered Entity under the terms of this Agreement, the Arrangement, or as allowed or required by law. In addition, Business Associate may: use or disclose PHI in the following instances:
 1. Use PHI as necessary for the proper management and administration of Business Associate.
 2. Disclose PHI as necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that: (1) the disclosure is required by law; or (2) Business Associate obtains reasonable assurances from the third-party who receives the disclosed PHI that the confidentiality of the PHI will be maintained, that PHI will be further disclosed only as required by law or for the purpose for which it was disclosed, and that third-party will notify Business Associate of any breaches of confidentiality of PHI.
- c. Disclosure to Subcontractor. Business Associate may allow a Subcontractor to create, receive, maintain or transmit PHI on behalf of Business Associate if Business Associate obtains satisfactory assurances by a written agreement or contract that conforms with 45 CFR §§ 164.502(e)(1)(ii), 164.504, 164.308(b)(2), and 164.314(a) acknowledging that the Subcontractor will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules.

- d. Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity, except as permitted by sections 2.(b)(1) and (2) and section (2)(e), above. Additionally, Business Associate must comply with all applicable provisions of 45 CFR § 164.502(a)(5).
- e. Aggregation of Data. Business Associate may aggregate the PHI received or obtained from Covered Entity with other PHI in its possession provided that the purpose of such aggregation is to provide Covered Entity with data analyses related to Covered Entity's "health care operations" (45 CFR § 164.501) as that term is defined in the Privacy Rule.
- f. Appropriate Safeguards.
1. Business Associate shall use reasonable and appropriate safeguards to maintain the privacy and security of PHI and to prevent unauthorized use, disclosure, damage, or destruction of PHI.
 2. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule and any subsequent amendments, including any applicable provision of the Omnibus Rule.
 3. Such efforts shall also include the adoption and enforcement of policies and procedures to reasonably and appropriately implement the requirements of the Privacy, Security, and Omnibus Rules.
- g. Reporting Improper Use or Disclosure. Business Associate shall promptly report to Covered Entity (as determined pursuant to 45 CFR § 164.404(a)(2)) any unauthorized use, disclosure, damage, destruction, or Breach of PHI by Business Associate or its Subcontractors, or any other Security Incident of which it becomes aware, and to establish procedures for mitigating, to the greatest extent possible, any harmful effect that is created by any improper use, disclosure, damage, destruction, Security Incident, or Breach of PHI. Business Associate shall assist in Covered Entity's notification of the occurrence to all necessary parties as required by law, regulation, or as determined necessary by Covered Entity.

Notwithstanding the foregoing, this Agreement hereby serves as notice, and no further reporting shall be required, of "Unsuccessful Security Incidents." "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Covered Entity's Protected Health Information or Electronic Protected Health Information.

h. Access to PHI.

1. To enable Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate shall, at the request and direction of Covered Entity, make PHI maintained by Business Associate or its Subcontractors available to Covered Entity or a designated individual for inspection and copying within ten (10) days of receipt of such a request from Covered Entity.
2. If Business Associate maintains PHI electronically and an individual requests from Covered Entity or Business Associate an electronic copy, Business Associate shall provide Covered Entity access to the requested PHI in an electronic form and format as requested by individual if that form and format is readily producible. Otherwise, Business Associate shall provide the PHI in an agreed upon electronic readable form and format.
3. In the event an individual requests that his or her PHI be sent directly to a designated individual, Business Associate will, upon Covered Entity's direction, send the PHI directly to the designated individual if the request meets all the requirements of Section 164.524(c)(3)(ii).

i. Amendment of PHI. To enable Covered Entity to fulfill its obligations under the Privacy Rule, Business Associate shall, within ten (10) days of a request from Covered Entity, make PHI maintained by Business Associate or its Subcontractors available for amendment and, as directed by Covered Entity, shall incorporate any amendment or related statements into the information held by Business Associate and its Subcontractors. If any individual directly requests that Business Associate or its Subcontractor amend PHI, Business Associate and its Subcontractors shall notify Covered Entity within ten (10) days of such request.

j. Accounting of Disclosures. Business Associate and its Subcontractors shall, within ten (10) days of a request from Covered Entity, make available the information necessary for Covered Entity to provide an individual with an accounting of the disclosures of his or her PHI as required under the Privacy Rule. At a minimum, such information shall include: 1. the date of the disclosure; 2. the name and address of the entity or person receiving the PHI; 3. a brief description of the PHI disclosed; and 4. a brief description of the reason for the disclosure or a copy of the written request for the disclosure. Such information must be maintained by Business Associate and its Subcontractors for a period of six (6) years from the date of each disclosure for which accounting is required under 45 CFR § 164.528(a)(1). If any individual directly requests that Business Associate or its Subcontractors provide an accounting of disclosures of PHI, Business Associate or its Subcontractors shall notify Covered Entity within ten (10) days of such request.

k. Covered Entity's Obligations. To the extent that Business Associate is required under the Arrangement to carry out obligations of Covered Entity imposed by the Privacy Rule, Business Associate will comply with all applicable provisions of the Privacy, Security, and Omnibus Rules in performing such obligations.

l. Minimum Necessary. Business Associate agrees that it will not request or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure or request.

m. Right to Audit, Inspection, and Enforcement. Business Associate agrees to make its internal practices, processes, books, and records relating to the use or disclosure of PHI available to Covered Entity, Covered Entity's parent and the Secretary or the Secretary's designee for purposes of determining Covered Entity's compliance with the Privacy Rule, Security Rule and applicable provisions of the Omnibus Rule.

- n. Employee Training and Awareness. Business Associate shall provide appropriate training regarding the requirements of this Agreement to any employee (or other workforce member) accessing, using or disclosing PHI and shall develop and implement a system of sanctions for any employee (or other workforce member) or Subcontractor who violates the requirements imposed by this Agreement.
- o. Restriction Requests and Confidential Communications. Business Associate shall comply with any restriction request and any confidential communication request of which Covered Entity makes Business Associate aware pursuant to section 3.c, below.
- p. Notice of Privacy Practices. Business Associate shall use and disclose PHI in compliance with the terms of Covered Entity's updated privacy practices notice, as provided to Business Associate pursuant to section 3.a, below.
- q. Transactions Rule Compliance. If Business Associate conducts a Standard Transaction (as that term is defined in 45 CFR § 162.103) for or on behalf of Covered Entity, Business Associate will comply, and will require any of its Subcontractors to comply, with each applicable requirement of 45 CFR Part 162.

3. Obligations of Covered Entity

- a. Notice of Privacy Practices. Covered Entity agrees to inform Business Associate of its current privacy practices and any future changes to those practices by providing Business Associate with updated copies of its notice of privacy practices.
- b. Revocation of Authorization by Individual. Covered Entity agrees to inform Business Associate of any change to or revocation of an individual's authorization to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Restrictions on Use and Disclosure. Covered Entity agrees to notify Business Associate of any restrictions to the use or disclosure of PHI agreed to by Covered Entity in accordance with the Privacy, Security, and Omnibus Rules to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d. Permissible Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy, Security, or Omnibus Rules if done by Covered Entity.

4. Term and Termination

- a. Term. This Agreement shall be effective from the Effective Date until all PHI provided by or created for Covered Entity is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such PHI in accordance with the terms of this Agreement.
- b. Material Breach. A breach by Business Associate of any material provision of this Agreement or the Privacy, Security, or Omnibus Rules, as determined by Covered Entity, shall constitute a material breach of this Agreement and shall provide grounds for the immediate termination of this Agreement and the Arrangement.
- c. Business Associate's Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement or the Privacy, Security or Omnibus Rules, Covered Entity may provide Business Associate with an opportunity to cure the breach or violation. If Business Associate fails to cure the breach or violation to the satisfaction of Covered Entity within

the time period specified by Covered Entity, Covered Entity shall have the right to terminate the Agreement and the underlying Arrangement.

d. Effect of Termination.

1. Upon termination of the Arrangement (including termination due to material breach of this Agreement pursuant to section 4.a, above), Business Associate shall return or destroy all PHI in its possession or the possession of its Subcontractors. If PHI is destroyed, Business Associate agrees to provide Covered Entity with appropriate documentation and a certification evidencing such destruction. Business Associate agrees that it will not retain any copies of PHI it returns or destroys in any form or medium except as required by law.
2. If it is infeasible to return or destroy any or all PHI, Business Associate and its Subcontractors shall continue to extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Miscellaneous

- a. Relationship of Parties. None of the provisions of this Agreement are intended to create or shall be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any Arrangement between the Parties.
- b. Ownership of PHI. The PHI and any related information created for or received from Covered Entity is, and will remain, the property of Covered Entity. Business Associate agrees that it acquires no ownership rights to, or title in, the PHI or any related information.
- c. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- d. Successors and Assigns. This Agreement shall be binding on the Parties and their successors, but neither Party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- e. Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any occasion.
- f. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
- g. Modification to Comply with Law. The Parties acknowledge that state and federal laws relating to the security and privacy of PHI are rapidly evolving and that modification of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of the Privacy, Security, and Omnibus Rules. Upon request of either party, the other party agrees to promptly enter into negotiations concerning the terms of a modification to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy,

Security, and Omnibus Rules. Covered Entity may terminate this Agreement upon thirty (30) days written notice in the event: 1) Business Associate does not promptly enter into negotiations to modify this Agreement when requested by Covered Entity under this section; or 2) Business Associate does not enter into a modification of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and the requirements of the Privacy, Security, and Omnibus Rules.

- h. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties.
- i. Notice. Any notice to the other Party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To Business Associate:

Privacy Officer
Sun Life Assurance Company of Canada
2323 Grand Boulevard
Kansas City, MO 64108 or

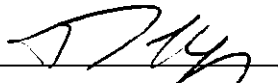
To Covered Entity:


_____ [name]
_____ [title]
_____ [address]

- j. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with the Privacy, Security, and Omnibus Rules. The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with and is consistent with the Privacy, Security, and Omnibus Rules.
- k. Signature. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one instrument and each of which shall be considered an original for all purposes. This Agreement may be signed by hand or by means of secure electronic signature technology and may be delivered by means of facsimile or by electronic transmission of a document in pdf or similar format.


Warren County Commissioners
(Covered Entity)

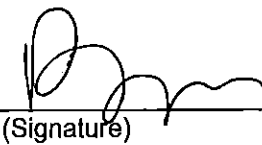
Sun Life Assurance Company of Canada
(Business Associate)

By: 
(Signature)
Name: David G. Young
(Print)
Title: President
Date: 11-12-24

By: 
(Signature)
Name: Dianne D. Duvall
(Print)
Title: Vice President
Date: 10-23-2024

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

By: 
(Signature)
Name: Bradley K Peak
(Print)
Title: AVP
Date: 10-23-2024

Resolution

Number 24-1548

Adopted Date November 12, 2024

ENTERING INTO A PROFESSIONAL SERVICES CONTRACT WITH WOOLPERT, INC.
FOR THE OHIO STATE IMAGERY PROGRAM ON BEHALF OF THE WARREN COUNTY
AUDITOR'S OFFICE

BE IT RESOLVED, to enter into a professional services contract with Woolpert, Inc., 4454 Idea Center Boulevard, Dayton, Ohio 45430 for the Ohio State Imagery Program; as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Woolpert, Inc.
Auditor (file)

Professional Service Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, is entered on 18th day of October, 2024, between Woolpert, Inc., 4454 Idea Center Boulevard, Suite 100, Dayton, OH 45430-1500 ("Woolpert") and Warren County, Ohio ("Client"), and intends to describe Woolpert's Professional Services ("Services") to be furnished for the: Warren County Base Mapping Program ("Project"), all as described below (This agreement for services is to be performed in conjunction with the Ohio State Imagery Program (CSP#021328):

1. **Scope:** Woolpert and Client agree the intended scope of service is limited to and described within Attachment A, which is hereby incorporated by reference. Client agrees that Woolpert is entitled to additional fees for any additional service Woolpert furnishes for the benefit of the Project, provided that such service is not required due to Woolpert's error or omission. Woolpert agrees to inform Client of any additional service it deems necessary, and to receive Client's written authorization before furnishing any additional service.

2. **Schedule:** Client acknowledges that Woolpert has developed and proposed a specific plan and project fee to furnish and complete its scope of professional services. Client understands that modifications to the Project's schedule may reasonably impact Woolpert's anticipated performance, and that additional service and/or fee may be required to achieve a schedule change, which Woolpert and Client agree to mutually consider and equitably resolve.

3. **Fees:** Client agrees the total compensation due Woolpert for its professional service is provided in Attachment B which is hereby incorporated by reference. Client agrees that Woolpert's compensation is not dependent or conditional upon Client's funding for the project. Client and Woolpert agree that Woolpert will submit monthly invoices that reasonably demonstrate the services furnished or completed, and that Client will issue payments within 30 days of any invoice. Client agrees that if it fails to make payment as provided, Woolpert may suspend its service or terminate this Agreement as provided herein, without penalty or liability, and may suspend its services or terminate its agreement on any other project with Client, its subsidiary, or related entity. Client agrees to pay Woolpert its costs of collection, including attorneys' fees, and interest at a rate of 1.5 percent per month. Amounts payable to Woolpert are exclusive of taxes. Client shall be responsible for payment of all applicable sales or services taxes in connection with this Agreement and the transactions contemplated hereunder or shall otherwise provide Woolpert with appropriate tax exemption certificates and documentation.

4. **Communication/Coordination:** Woolpert and Client agree to designate representatives that will be responsible for managing the project and authorized to make timely decisions that promotes and enables the successful administration, coordination, and delivery of scope and/or service described within this Agreement. Woolpert and Client agree to professionally collaborate with the other (inclusive of those for whom each is responsible) concerning project-based circumstances, decisions, and/or issues that affect the other's scope and/or obligations, or the project's schedule, budget or quality.

5. **Change Management:** Woolpert and Client acknowledge that project change is typical, for one reason or another. Each party agrees to cooperate with the other to reasonably determine the cause(s) of such change and to render a timely solution in the best interest of the Project, as then evaluated by the circumstances, information and belief available.

6. **Standard of Care:** Woolpert shall perform the Services in accordance with that degree of care ordinarily exercised by members of the same profession.

7. **Terms and Conditions:** This Agreement is subject to the Terms and Conditions included in Attachment C: Terms and Conditions, which is hereby incorporated by reference.

8. **Entirety of Agreement:** This Agreement, inclusive of any attachments, constitutes the entire agreement and understanding between the parties. Woolpert and Client agree to only be bound and obligated to the terms and conditions described within this Agreement. This Agreement may be amended only by a writing signed and/or acknowledged (as via email) by authorized representatives of both parties.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

Warren County, Ohio:

Signed: *David G. Young*

Name: David G. Young

Title: President

Woolpert, Inc.:

Signed: *Jeff Lovin*

Name: Jeff Lovin

Title: Senior Vice President

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice

Asst. Prosecuting Attorney

Attachment A: Scope of Services

Client's Representatives

- Name: Dawn Johnson, County GIS Coordinator
- Address: 406 Justice Drive, Lebanon, Ohio 45036
- Phone Number: 513-695-2511
- Email address: dawn.johnson@co.warren.oh.us

Woolpert's Contacts

- Name: Brian Stevens, CP, GISP / Geospatial Program Director
- Address: One Easton Oval, Suite 400, Columbus, OH 43219
- Phone Number: 614.827.6155
- Email address: brian.stevens@woolpert.com

- Name: Roy Vaughn / Geospatial Project Manager
- Address: 4454 Idea Center Blvd, Dayton, OH 45430
- Phone Number: 937.531.1434
- Email address: roy.vaughn@woolpert.com

Services

Project Boundary

The project area consists of the entire land area of Warren County, Ohio (407.2 square miles) along with a 100-foot buffer outside the County boundary.

Project Services

Services will be performed under Woolpert's Ohio Statewide Imagery Program (CSP#021328): The scope of services, compensation, schedules, and deliverables are subject to the above-mentioned project. All data produced and delivered to the county under this agreement will also be provided to the state of Ohio (OGRIP) at no additional cost.

Aerial Imagery Acquisition

Woolpert will acquire new color digital aerial imagery covering the entire 407.2 square mile project area during the winter/spring flight seasons for 2025, 2026 (state supplied in-cycle baseline 3-band), 2027 and 2028. The aerial imagery will be acquired at a **60% forward and 30% sidelap (industry standard)**, with a flying height capable of producing 6-inch pixel resolution during leaf-off conditions (based upon weather, some leaf-on conditions may exist), during ground conditions that are sufficiently clear of snow (based upon weather, some snow may be located along the north sides of tree lines, ditches and some snow piles may be found in large parking lots), and when rivers/streams are contained within their normal banks. The aerial imagery will also be acquired when the solar angle is at or above 25-degrees and when cloud cover (cumulus clouds) is 5% or less.

NOTE: As an option, we have included a quote for flight lines with enhanced overlap (~60% forward and 60% sidelap). The enhanced sidelap between the flight lines will substantially lessen building lean.

Ground Control

Woolpert will utilize existing horizontal/vertical ground photo control to support the intended base mapping. If new points are required, they will be GPS observed and be consistent with existing second order horizontal and third order vertical control. Such will be sufficient to meet the accuracy required to support the base mapping. If any additional ground control is needed (i.e., due to an existing point being destroyed or obscured), Woolpert will perform the survey and supply a control diagram to the County depicting the proposed location(s) of the new horizontal and vertical GPS control points. Each new control point (if necessary) will consist of a photo identifiable point (i.e., north edge of sidewalk at east edge of paved driveway).

Mapping Standard

American Society of Photogrammetry and Remote Sensing (ASPRS) Standards for Digital Geospatial Data (edition 1, version 1.0-November 2014) guidelines.



- The 15cm (6-inch) orthoimagery will be produced by Woolpert to meet ASPRS Positional Accuracy Standards for Digital Geospatial Data (2014) for a 30cm RMSE_x / RMSE_y Horizontal Accuracy Class which equates to Positional Horizontal Accuracy = +/- 74cm (+/- 2.4ft) at a 95% confidence level.

Note: The above is equivalent to the 1990 ASPRS, Class 1 Accuracy Standard Datums

Datums

Horizontal: North American Datum 1983 (HARN)

Vertical: North American Vertical Datum 1988

Coordinate System/Geoid/Units

Ohio State Plane, South Zone

Geoid03; US Survey Feet

Aerial Triangulation

Woolpert will perform aerial triangulation on the newly acquired aerial imagery acquired during the winter/spring flight seasons for 2025, 2026, 2027 and 2028. Triangulation extends and densifies the ground control and will subsequently support the 1"=100' (6-inch resolution) scale orthoimagery base mapping.

Ortho Base Mapping

Woolpert will produce countywide (407.2 square miles) 1"=100' scale orthoimagery, with a 6-inch pixel resolution. The existing USGS 3DEP Lidar DEM will be used to rectify the aerial imagery. The final ortho tiles will be delivered as 4-band (RGBN), 8-bit geoTIFF imagery.

Utilizing the existing tiling system for 6-inch (2,500' x 2,500' tiles), the ortho tiles will be approximately 100 megabytes in size. For the County's review, the new orthoimagery will be cached to Woolpert's SmartView Connect Redline Server. Woolpert will provide user accounts and instructions on the use of the web server.

After the County has reviewed and accepted the orthoimagery, the imagery will be processed and delivered in geoTIFF format (with the appropriate TIFF World files and metadata) and MrSID Image Format (based upon the MrSIDs previously delivered as part of the previous orthoimagery projects).

Note: Along with the orthoimagery, Woolpert has also provided a fee estimate for the image hosting service Stream:Raster.

Attachment B: Compensation

2020

Countywide 6-Inch Orthos (2025,2027, and 2028)	\$116,244.35
4-year Stream:Raster Subscription.....	\$30,000.00
Total Lump Sum Fee	\$146,244.35

Woolpert will invoice the County each month according to percentage complete. Each invoice is to be paid within 30-days.

Attachment C: Schedule

Schedule

- Woolpert will acquire new aerial imagery on or before mid-April for each year new orthoimagery is produced for Warren County.
- Woolpert will produce and cache the 6-inch orthoimagery (for County Review) to Woolpert's SmartView Connect Server on or before **July 31st** of each year new orthoimagery is produced for Warren County.
- Upon acceptance (by Warren County) of the base orthoimagery, Woolpert will process the countywide MrSIDs (separate natural color (2025, 2026, 2027 and 2028) and color infrared (2025, 2027 and 2028) MrSIDs) and deliver all ortho data (MrSIDs and geoTIFFs) on an external hard drive. This process will require approximately 30-days from the date of acceptance by Warren County. Subsequently, each year of orthoimagery will undergo image caching and then be placed on Woolpert's Stream:Raster Platform.



Attachment D: Deliverables

- For years 2025, 2027 and 2028 of new orthoimagery: one set of 4-band, 8-bit color geoTIFF imagery, with corresponding world files
 - One set of Natural Color MrSID Images (20x and 100x Compression)
 - One set of Color Infrared MrSID Images (20x and 100x Compression)
- For year 2026 of new orthoimagery: one set of 3-band, 8-bit color geoTIFF imagery, with corresponding world files
 - One set of Natural Color MrSID Images (20x and 100x Compression)
- For each year of new orthoimagery: FGDC-Compliant Metadata
- Stream:Raster 4-Year License

DELIVERABLE ACCEPTANCE

The client has thirty (30) business days to review each deliverable and submit review comments. Woolpert will review each comment and together with the client determine the appropriate action. If it is determined that Woolpert needs to re-submit a deliverable or portion of a deliverable, that deliverable or portion will be completed and resubmitted within thirty

business days (30) after the appropriate action has been determined. Any deliverable not submitted by the client for review within thirty business days will be deemed as accepted, therefore Woolpert will not be obligated to change, correct, or resubmit that deliverable.

Attachment C: Terms and Conditions

Force Majeure. Woolpert shall not be responsible for delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, pandemic, government delay or order, delays caused by others not under the control of Woolpert or similar delays experienced by its subconsultants.

Client Representations. Client agrees that any self-performed work will not interfere with Woolpert's services, or impact Woolpert's standard of care. Client will timely coordinate all self-performed work to allow Woolpert's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all information material to the Project may constitute material non-performance under this Agreement. Client agrees to reasonably cooperate with Woolpert, and to perform its responsibilities, obligations and work in a manner that allows Woolpert to efficiently furnish its service. Client represents that Woolpert shall be entitled to rely upon information provided by Client or its other consultants and Woolpert shall not be liable in the event that erroneous information is supplied by the Client or its other consultants, and Woolpert subsequently relies upon and incorporates such information in the performance of its services or any deliverable.

Insurance. Woolpert agrees to maintain insurance coverage as set forth herein. Should Client require insurance coverage beyond the limits maintained by Woolpert, Client shall be responsible for the increased costs to procure such insurance.

- (a) Workers Compensation: statutory;
- (b) Commercial General Liability: \$1,000,000/\$2,000,000 per occurrence/aggregate;
- (c) Automobile Liability: \$1,000,000 combined single limit bodily injury/property damage each accident; and
- (d) Professional Liability: \$2,000,000/\$2,000,000 per claim/aggregate.

Limitation of Liability. Neither Woolpert nor Client shall be liable to the other for any incidental, indirect, or consequential damage arising out of this Agreement, which shall include, without limitation, loss of use or profits. Except for one's willful misconduct, both parties agree that its employees, officers, directors, shareholders and agents will not be personally liable for any damages arising from this Agreement. Client agrees to limit Woolpert's liability for any and all claims, losses, costs, expenses and/or damages of any kind whatsoever, including attorneys' fees and defense costs to Woolpert's fee, or Fifty Thousand Dollars, whichever is greater.

Certifications. Woolpert will not be required to author or execute any document that concerns a condition that Woolpert has not been contracted to ascertain, over which Woolpert has no control, or which was affected by another's actions or conduct.

Warranty Disclaimer. Woolpert disclaims any guarantee or warranty, whether expressed or implied, as to any professional service furnished under this Agreement.

Construction/Site Safety. Client agrees that Woolpert is not responsible for nor has control over any construction means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the work.

Hazardous Materials. Woolpert is not responsible for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form, including mold or asbestos.

Documentation and Ownership. Drawings, specifications, documents, and data prepared or collected by Woolpert are instruments of services and may be used by Client solely with respect to the scope of the project described within this Agreement; and unless otherwise agreed in writing, Woolpert retains all right, title and interest therein.

If Client, or anyone for whom Client is responsible, makes or permits any changes to Woolpert's final deliverables without first obtaining Woolpert's written consent, Client agrees to assume complete responsibility for the proximate consequences of any unauthorized change, and waives and releases any claim against Woolpert and those for whom Woolpert is responsible, from any liability arising directly or indirectly from any such change.

Termination/Suspension. Woolpert may terminate this Agreement for convenience upon thirty (30) days prior written notice to Client without penalty or liability. In the event of Client's failure to make payments or substantially perform its obligations under this Agreement Woolpert may suspend services or terminate this Agreement, without penalty or liability, upon seven days prior written notice and failure of the Client to cure the default within the seven-day period. In the event of any termination, Woolpert shall be paid for all services performed through the date of termination. If it is later determined that any termination for failure of the Client to make payments or substantially perform its obligations was excusable, the termination shall be deemed to be a termination for convenience.

Duty to Notify. Woolpert and Client agree to timely identify and disclose to the other all issues reasonably discovered and/or learned that may impact the other's performance in order to allow the impacted party an opportunity to evaluate the circumstance at the earliest available time so that the Project's schedule, budget or quality is mitigated and/or remediated as timely and cost-efficiently as possible. Client agrees to promptly report to Woolpert any known or suspected defects in Woolpert's service. Client agrees to impose a similar requirement on all others under Client's control. Failure by Client or by those for whom Client is responsible to timely notify Woolpert of any such defect shall relieve Woolpert of the costs to remediate the condition(s) beyond the sum the remediation would have cost, if any, had prompt notice been provided when the defect was first discovered.

Export/Import Control. Each party agrees that it shall comply with United States import and export control and asset control laws, regulations, and orders, including but not limited to software, processes, or technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, customs laws, as well as all regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Client agrees if Woolpert is prohibited from performing under this Agreement as a result of the inability to obtain necessary approvals or permits, Woolpert's performance will be excused, and this Agreement will be terminated for the convenience of Woolpert.

Electronic Files. Due to the easily alterable nature of electronic files, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance of electronic files in cost estimating, quantity calculating, survey layout, or other software used by the Client or any other consultant or contractor.

No Fiduciary Duty. Client agrees that neither Woolpert nor anyone for whom it is responsible, have offered Client any fiduciary service and no fiduciary responsibility shall be owed.

Headings. Headings included herein are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

Choice of Law/Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles. Any action brought under this Agreement shall only be brought in a court of competent jurisdiction located within Warren County, Ohio.

Resolution

Number 24-1549

Adopted Date November 12, 2024

APPROVING AND ENTERING INTO A TANF SUBGRANT AGREEMENT WITH THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES

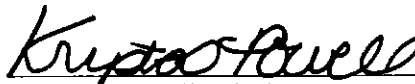
BE IT RESOLVED, to approve and enter into a Subgrant Agreement with Warren County Department of Human Services and Warren County Children Services in the total amount of \$65,000.00 TANF/TANF Admin/PRC funds for 10/01/24, ending 9/30/25; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Children Services
c/a—Warren County Human Services
Children Service (file)
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TANF/PRC CHILD WELFARE SUBGRANT AGREEMENT**

WITNESSETH THAT;

WHEREAS, it is the purpose of the Warren County Department of Job and Family Services, Division of Human Services to provide a variety of Social Services to TANF/PRC eligible individuals in the community as a way to improve and enhance the quality of life of the county citizens;

And

WHEREAS, one method the Department utilizes to fulfill this objective is through the issuance of TANF funding through the Prevent Retention and Contingency Program for both direct and indirect services and benefits;

And

WHEREAS, Warren County Division of Human Services desires to enter into a Sub-grant agreement with Warren County Division of Children Services for delivery of both direct and indirect services and benefits;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

“Sub-recipient” means Warren County Job and Family Services, Division of Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, Division of Human Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services and benefits for the purpose of promoting economic self-sufficiency and meeting the social service needs of low-income individuals and families and to provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in the Warren County Job and Family Services Prevention Retention and Contingency Plan as found in Exhibit A, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims, or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be served through the Sub-recipient's program, pursuant to Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibit A, and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services and benefits specified in Exhibit A, attached, which includes; Kinship Navigator and Outreach Services, KPIP/KCCP Administration, Kinship Caregiver Payments, Child Welfare Case Management, Child Welfare Services and Benefits as described in the Warren County PRC Plan, Exhibit A. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be both through Social Services Random Moment Study and Direct Services expense reimbursement. The Sub-recipient agrees to bill on either a monthly or quarterly basis.

The Sub-recipient will bill the Department based on Program/Activity hits- 760/760, 760/762, 760/776, 760/777, 760/785, 760/786 and any direct services provided. Below is a description of the invoicing process for RMS and Direct Service Expenditures.

B. Random Moment Sample Code Descriptions

760- PRC Child Welfare Eligibility: Activities related to the determination of eligibility of the child or the child's caretakers for Prevention, Retention, and Contingency (PRC) services: includes case file review, verification of documentation, approval or denial of application and preparation of notice of decision in the office; field, by mail or telephone.

762-PRC Child Welfare Family Preservation Activities: Includes activities performed on behalf of a child and their family if all of the following apply: there is not an in-home case or a custody case established, the child and family's income meets the income eligibility criteria for the county's PRC plan, and the county has included these service in its PRC plan. Activities include: screening and assessment of needed services, providing program information and referral and linking to services such as family preservation services, domestic violence services, parenting training, substance abuse treatment, and counseling.

776- Kinship Navigator Outreach: general information and referral: website, public service announcements, brochures, billboards, phone banks, and other services.

785- Child Welfare PRC Custody Case Management: A custody case has been established, a reunification plan is in place and the child is expected to be reunified with the family within six months of placement; the child and family's income meets the income eligibility criteria for the county's PRC plan; and the county has included these child protective services in their PRC Plan. Activities include: those related to family preservation to reunite a child with the child's family. If there is a custody case, but any one of the following applies: no reunification plan, placement exceeds six months, if the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services its PRC plan; then use code 769.

786- Child Welfare Non-Custody Case Management: An in-home case is established; the child and family's income meet the income eligibility criteria for the county's PRC Plan and the county has included these services in its PRC Plan. Activities include: development and implementation of a regimen of reasonable efforts which are undertaken to prevent the removal of the child into placement, and/or activities related to the development and implementation of a regimen of services for an adopted child and/or the child's family which are undertaken to support the maintenance of the adoption and/or prevent the disruption of the adoption. Such activities include supporting the management of care or services referral to, or arranging for, care services; planning or supervising care or services; supporting access to care or services; assessing results of care or services; and performing a case assessment. If an in-home case is established, but the family's income exceeds the PRC income eligibility limit, or the county agency has not included these services in its PRC Plan then use code 770.

C. Direct Services

Service or Benefit	CAP	TANF Purpose	Economic Need Standard	Targeted Group
Per Kinship Placement Family	\$3,000 per 12- month period.	TANF 1	200% of the FPL	Relatives and Non-Relatives caring for minor children
Per Kinship Placed Child	\$1,000 per 12- month period	TANF 1	200% of the FPL	Minor children being cared for by relative or non-relative Kinship Placement
Child Welfare Services & Benefits	\$1,500.00 per 12- month period	TANF 1	200% of the FPL	Families with open active cases in Children's Protective Services System

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

Allocation	Contract Amount	Budget Reference	Award ID/FAIN#	CFDA Number
TANF Administration	\$5,910	JFSCACC2	1601OHTANF	93.558
TANF Regular	\$59,090	JFSCATFR	1601OHTANF	93.558

Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, not to exceed \$65,000 during the term of this sub-grant.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services

rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above-named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-Grant Agreement shall be effective **October 1, 2024**, and shall terminate on **September 30, 2025**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2025**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to

bind the Department to any obligation, or to incur any liability on behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.
2. The Sub-recipient certifies that all applicants to the program operated under this Sub-grant agreement, either as an employee or subcontractor of the Sub-recipient or as a program client shall be apprised of their rights and responsibilities at the time of application. No person with responsibility in the operation of the program will discriminate with respect to any program because of race, creed, color, national origin, gender, political affiliation, age, belief, or handicap. Any complaint of discrimination in the operation of such programs shall be handled in a manner, compliant with the policies and procedures of the Department.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.

5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature, and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their 2 CFR 200 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit A, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.
15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring

the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Prevention Retention and Contingency Plan, Exhibit A.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(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.
26. The Sub-recipient agrees to comply with the 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. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.
28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:

416 S East Street, Lebanon OH 45036

To the Sub-recipient:

416 S East Street, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes and are of no substantive effect.

ARTICLE XX GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

**WARREN COUNTY
HUMAN SERVICES**

Arlene Byrd
Arlene Byrd, Director
11/5/2024
Date

**WARREN COUNTY
CHILDREN SERVICES**

Tanya Sellers
Tanya Sellers, Interim Director
11/5/24
Date

**WARREN COUNTY PROSECUTOR
Approved as to Form Only**

By: Adam M. Nica
Adam M. Nica

**BOARD OF WARREN COUNTY
COMMISSIONERS**

* David G. Young
David G. Young, President
* Tom Grossmann
Tom Grossmann, Vice-President
* Shannon Jones
Shannon Jones, Member
11-12-24
Date

Resolution

Number 24-1550

Adopted Date November 12, 2024

APPROVING AND ENTERING INTO A TITLE XX TANF SUBGRANT AGREEMENT WITH THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND WARREN COUNTY CHILDREN SERVICES


BE IT RESOLVED, to approve and enter into a Subgrant Agreement with Warren County Department of Human Services and Warren County Children Services in the total amount of \$700,000.00 Title XX TANF Transfer funds for 10/01/24, ending 9/30/25; agreement attached hereto and made a part hereof

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Warren County Children Services
c/a—Warren County Human Services
Children Service (file)
Human Services (file)

**WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
TITLE XX TANF SUBGRANT AGREEMENT**

WITNESSETH THAT;

WHEREAS it is the purpose of the Warren County Department of Job and Family Services to provide a variety of social services to Title XX TANF Transfer-eligible individuals in the community as a way to improve and enhance the quality of life of the county citizenry;

And

WHEREAS one method the Department utilizes to fulfill this objective is through the issuance of Title XX TANF Transfer sub-grant to various community agencies that provide direct services to the target population in order to remediate socio-economic barriers;

And

WHEREAS the Warren County Children Services is one such agency with which the Warren County Department of Job and Family Services desires to enter into contract for delivery of services;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Sub-recipient" means Warren County Children Services; 416 S East Street Lebanon OH 45036.

"Department" means the Warren County Department of Job and Family Services, 416 S East Street Lebanon OH 45036

B. Purpose of Sub-grant

The purpose of the sub-grant is to state the covenants and conditions under which the Sub-recipient will provide services for the purpose of promoting economic self-sufficiency and meeting the social service needs of low-income individuals and families in Warren County.

C. Obligations of the Sub-recipient

The Sub-recipient agrees to operate a program, described in detail in Exhibit A hereafter, in accordance with Federal, State, and local laws, ordinances, regulations, and/or guidelines and any additions, deletions or amendments thereto.

The Sub-recipient shall not perform in any way inconsistent with the terms of this sub-grant except as approved, in writing, by the Department. Adjustments in the services to be provided per the attached Exhibits may not be made without prior approval of the Department.

The Sub-recipient agrees to accept responsibility for reconciling and/or complying with any audit finding rendered by an appropriate state or federal audit entity when the finding relates directly to the provisions of this sub-grant. The Sub-recipient agrees to reimburse the Department the full amount of payment received due to duplicate billing, erroneous billings, deceptive claims, or falsification.

D. Client Eligibility

The Sub-recipient will determine client eligibility for those who will be serviced through the Sub-recipient's program, pursuant to Title XX of the Social Security Act, Chapter 5101 of the Ohio Revised Code, and any rules promulgated by the Ohio Department of Job and Family Services. The accuracy and legitimacy of the Sub-recipient's eligibility determination process will be subject to periodic monitoring by the Department.

ARTICLE II CONTENT OF PROGRAM PROPOSAL

Refer to Exhibit A and incorporated herein by this reference.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

A. Reimbursement

The Department agrees that reimbursement of all costs will be dependent upon Sub-recipient performance in the delivery of services specified in Exhibit A, attached, which includes intake and investigations, case management services, casework counseling, parent education, diagnostic assessments and homemaker services for children and families with open cases. Payment shall be made by the Warren County Auditor upon proper presentation of request, when approved by the Department and the Sub-recipient, within 30 days from receipt of the approved invoice.

Reimbursement of Sub-recipient's cost shall be based on the costs billed through the Certification of Funds Process.

B. Availability of Funds

Payments for all services provided in accordance with the provisions of this Sub-Grant Agreement are contingent upon the availability of (and will not exceed the total of) local, state, and federal funds as follows:

TITLE XX/TANF TRANSFER FUNDS	\$ 700,000.00	CFDA NUMBER 93.667
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Funds available under this agreement may not be used for food. Mileage cannot exceed the county's established mileage reimbursement rate, currently \$0.50.

C. Maximum Compensation

The Sub-recipient agrees to accept as payment in full, for services rendered in a manner satisfactory to the Department, the compensation stipulated in Exhibit I of this sub-grant, but not to exceed \$700,000.00 during the term of this sub-grant.

D. Provision of Funding

If funds anticipated to be received by the Department are suspended, not forthcoming, or terminated in whole or in part, funding for this sub-grant shall terminate, and the sub-recipient shall receive payments for services rendered up to the date of notification of non-funding.

Unearned payments under this sub-grant may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by ODJFS at any time.

ARTICLE IV ACCESS TO RECORDS

At any time, during regular business hours, with reasonable notice, and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Sub-recipient shall make available to any or all the above named parties or their authorized representatives, all sub-grantees, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Sub-grant. The Department and the above-named parties shall be permitted by the Sub-recipient to inspect, audit, make excerpts, photo-static copies and/or transcripts of any and all documents relating to all matters covered by this contract. Sub-recipient must maintain all required records for three years after final payment is made and all other pending matters are closed.

Except as noted above, the Sub-recipient agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the performance of this sub-grant is prohibited, except upon written consent of the eligible individual or that individual's parent or guardian.

ARTICLE V TIME OF PERFORMANCE

This Sub-grant Agreement shall be effective **October 1, 2024**, and shall terminate on **September 30, 2025**. If both parties agree, this Sub-grant agreement may be renewed with the same terms, conditions, and dollar amount for an additional year upon adoption of an amendment by the Warren County Board of County Commissioners. The services of the Sub-recipient are to commence immediately upon execution of the sub-grant agreement and all costs allowable under the sub-grant agreement shall be incurred and the final invoice received by the Department no later than close of business **November 1, 2025**.

ARTICLE VI BONDING AND INSURANCE

The Sub-recipient shall maintain during the term of this Sub-grant agreement, the applicable insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law.
- b. Public Liability Insurance on comprehensive basis, including Contingent Liability, in amounts not less than \$100,000 per person, \$300,000 per occurrence for bodily injury, and \$25,000 per occurrence for property damage.
- c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in performance of this sub-grant agreement, in amounts as indicated in b, above.

ARTICLE VIII INDEPENDENT SUB-RECIPIENT RELATIONSHIP

It is the intent of the Sub-recipient and the Department to create an independent Sub-recipient relationship. The Sub-recipient will determine eligibility for services based upon the guidelines or direction set forth by the Department, but the Sub-recipient shall determine the legal means by which this work is accomplished. The Department is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any compensation paid or owed to the Sub-recipient. Neither the Sub-recipient nor Sub-recipient's employees shall be entitled to receive from the Department any benefits which the officers and employees of the Department are

entitled to receive and shall not be entitled to receive from the Department workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension benefits, profit sharing, Social Security, Ohio Public Employees Retirement, or any and all other benefits on account of their work for the Department.

This Sub-grant Agreement does not create an agency relationship, or partnership between the Sub-recipient and the Department. The Sub-recipient has no authority to enter into agreements on behalf of the Department, to bind the Department to any obligation, or to incur any liability in behalf of the Department.

ARTICLE IX MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities, and expenditures by the Sub-recipient, in existence prior to the initiation of services hereunder shall be continued and not be reduced in any way as a result of this sub-grant agreement except for reduction unrelated to the provisions of purposes herein stated. The Sub-recipient shall certify that any costs incurred pursuant to this Sub-grant agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE X CONFLICT OF INTEREST

The Sub-recipient covenants that no person, under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this Sub-grant agreement. The Sub-recipient further covenants that in the performance of this Sub-grant agreement, no person having such conflict shall be employed. Any such interest, on the part of the Sub-recipient or its employees, must be disclosed in writing to the Department.

ARTICLE XI MODIFICATIONS

Modifications of this Sub-grant agreement may be made by the written mutual consent of the parties hereto.

ARTICLE XII TERMINATIONS

This agreement may be terminated by:

- A. Either party, upon the provision of thirty (30) days written notice.
- B. Mutual Agreement of the parties.
- C. Death or some other incapacity that prevents the Sub-recipient from fulfilling Sub-recipient's duties as set out in this Sub-grant agreement.

ARTICLE XIII BREACH BY SUB-RECIPIENT

In the event that the Sub-recipient breaches the terms and conditions of this Sub-recipient, the Department may, at its discretion, immediately terminate the Agreement, withhold payment for services not rendered by the Sub-recipient or both.

ARTICLE XIV ADDITIONAL OBLIGATIONS AND ASSURANCES OF SUBRECIPIENT

1. The Sub-recipient certifies that it possesses legal authority to enter into this Sub-grant agreement and that a resolution, a motion or similar action has been duly adopted as an official act of the Sub-recipient's governing body which authorizes the negotiation and execution of this Sub-grant agreement by the representative who signed the Sub-grant agreement below on behalf of the Sub-recipient.

2. Subgrantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines (28 CFR Part 50.3 and Part 42); and FNS directives and guidelines, to the effect that, no person shall on the grounds of race, color, national origin, sex, religious creed, age, political beliefs, disability, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which Subgrantee received Federal financial assistance from FNS; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement.
3. The Sub-recipient shall have safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. The Sub-recipient shall maintain appropriate standards of health and safety in work and training situations.
5. The Sub-recipient may not hold the Department responsible for payment of funds if those same funds have not been received by, or from the State.
6. All reports, brochures, literature and pamphlets developed by the Sub-recipient for its work under this Sub-grant agreement shall acknowledge the Department and its role as the funding source for activities, and programs conducted by the Sub-recipient pursuant to this Sub-grant agreement.
7. The Sub-recipient shall maintain easily accessible and auditable financial records.
8. The Sub-recipient, as a Sub-recipient of federal funds, shall provide a copy of their A-133 state audit. An A-133 audit is required if an organization is a non-profit, or a state or local government agency, and expends \$750,000.00 or more per year in federal awards.
9. The Sub-recipient assumes full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by the Sub-recipient pursuant to this Sub-grant agreement.
10. The Sub-recipient will submit periodic reports, showing progress towards achieving the outcomes which are specified in Exhibit II, attached.
11. The Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. The Sub-recipient will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, gender, or national origin.
12. The Sub-recipient shall, in all of Sub-recipient's solicitation or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
13. The Sub-recipient shall comply with provisions of the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by the Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41C.F.R. Chapter 60.
14. The Sub-recipient warrants that neither it nor any party with whom it may subcontract for the performance of this Sub-grant agreement are listed on the debarred list due to violations of Titles VI, or VII of the Civil Rights Act of 1964, nor is the Sub-recipient aware of any pending action which might result in such debarment.

15. The Sub-recipient shall provide workers' compensation or other insurance coverage for injuries which may be suffered by its employees in accord with 20 CFR 692.22.
16. The Sub-recipient shall comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act, and the Ohio Revised Code.
17. The Sub-recipient shall not make claims for payment from the Department for services rendered to eligible individuals when such claims would duplicate claims made from other sources of public funds available for the same service. The services being contracted for hereunder are not available on a non-reimbursable basis.
18. The Sub-recipient shall not discriminate against applicants for, and participants in the Ohio Works First Program established under Chapter 5107 of the Revised Code, and the Prevention, Retention, and Contingency Program established under Chapter 5108 of the Ohio Revised Code. The Sub-recipient further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
19. The Sub-recipient shall cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. The Sub-recipient also agrees that it will include a like provision in any agreement, contract, grant, or procedure related to this Sub-grant agreement which require any subcontractor, or other party to cooperate with the Ohio Department of Job and Family Services, and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law.
20. The Sub-recipient agrees to be bound by the disclosure rules of the Ohio Department of Job and Family Services. Disclosure of information in a manner inconsistent with said rules is a breach of this Sub-grant agreement, and a violation of Ohio Revised Code Sections 5101.27, and 5101.99.
21. The Sub-recipient agrees that the services it delivers pursuant to this Sub-grant agreement will be delivered in a manner consistent with the Department's Title XX Policy.
22. The Sub-recipient agrees to comply with the Copeland "Anti-Kick Back" Act, 18 U.S.C. § 874, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 3.
23. The Sub-recipient agrees to comply with the Davis-Bacon Act, 40 U.S.C. § 276a through 276a-7, as supplemented by the Department of Labor Regulations, 29 C.F.R. Part 5.
24. The Sub-recipient agrees to comply with Sections 103, and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S. C. § 327 through 330, as supplemented by Department of Labor Regulations, 29 C.F.R. Part 5.
25. The Sub-recipient agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, 42 U.S.C. § 1875(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.
26. The Sub-recipient agrees to comply with the 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. 94-136, 89 Stat.871.
27. The Sub-recipient agrees that the copyright to any copyrightable material created pursuant to this Sub-

grant agreement, and that any discovery or invention which arises or is developed pursuant to the Sub-recipient's obligations under this Sub-grant agreement is the property of the Department.

28. The Sub-recipient agrees to adhere to the Records Retention Schedule for all documentation related to this agreement.

ARTICLE XV NOTICES

Any and all notices required by this Agreement, unless otherwise specified herein, shall be delivered as follows:

To the Department:	To the Sub-recipient:
416 S East Street, Lebanon OH 45036	416 S East Street, Lebanon OH 45036

ARTICLE XVI MERGER

This Agreement is the complete understanding between the parties. No prior or contemporaneous agreements, whether written or oral, may modify, enlarge or alter this written agreement except as incorporated by reference herein.

ARTICLE XVII SEPARABILITY

If any portion of this Sub-grant agreement is deemed to be illegal due to conflict with state or local law, the remainder of the Sub-grant agreement shall remain in full force and effect.

ARTICLE XVIII FORCE MAJUERE

Should the subject matter of this Sub-grant agreement be made illegal, abolished by the legislature or destroyed by an Act of God, or civil unrest then the agreement shall be terminated.

ARTICLE XIX HEADINGS

The paragraph headings contained in this Sub-grant agreement are solely for organizational purposes and are of no substantive effect.

ARTICLE XX GOVERNING LAW

The parties agree that this Agreement shall be governed by, construed, and enforced in accord with the laws of the State of Ohio.

**WARREN COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**

Arlene Byrd
Arlene Byrd, Director

11/5/2024
Date

**WARRENCOUNTY
CHILDREN SERVICES**

Tanya Sellers
Tanya Sellers, Interim Director

11/5/24
Date

WARREN COUNTY PROSECUTOR
Approved as to Form Only

By: Adam M. Nice
Adam M. Nice

**BOARD OF WARREN COUNTY
COMMISSIONERS**

* David G. Young
David G. Young, President

* Tom Grossmann
Tom Grossmann, Vice President

* Shannon Jones
Shannon Jones, Member

11-12-24
Date

Resolution

Number 24-1551

Adopted Date November 12, 2024

APPROVING ADDENDA TO AGREEMENT WITH REFLECTIONS GROUP HOME LLC
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Reflections Group Home LLC relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Reflections Group Home LLC
Children Services (file)

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

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with 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 Reflections Group Home LLC hereinafter "Provider," whose address is:

Reflections Group Home LLC
5056 Galileo Ave
Dayton, OH 45426

Collectively the "Parties".

Contract ID: 19416932

Originally Dated: 06/01/2024 to 05/31/2025

Ohio Department of Job and Family Services

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

Addenda Number 1:

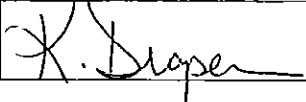
Addenda Reason:	Amount
Addenda Begin Date:	06/01/2024
Addenda End Date:	
Increased Amount:	\$100,000.00
Article Name:	

Addenda Reason Narrative:

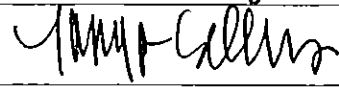
Need to increase the original contract amount due to adding two additional children to the facility.

SIGNATURE OF THE PARTIES

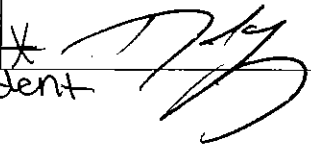
Provider: Reflections Group Home LLC

Print Name & Title	Signature	Date
Kristin Draper - Director		10/16/24

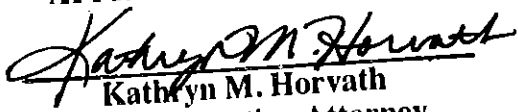
Agency: Warren County Children Services

Print Name & Title	Signature	Date
TANYA Gellers - Deputy Director		10/1/24

Additional Signatures

Print Name & Title	Signature	Date
David G. Young President		11-12-24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 24-1552

Adopted Date November 12, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION, FORM 7015.15 RELATIVE TO ENVIRONMENTAL REVIEWS FOR FY2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS

BE IT RESOLVED, to authorize the President of the Board to sign Request for Release of Funds and Certifications, Form 7015.15, relative to the environmental reviews for the following Community Development Block Grant projects:

- FY24 Morrow – RR Bridge Lighting Project

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: c/a—HUD
OGA (file)
HUD

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant	2. HUD/State Identification Number B-24UC390009	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity 	
6. For information about this request, contact (name & phone number) Susanne Mason 513-695-1210	Warren County Grants Administration 406 Justice Drive Lebanon, OH 45036	
8. HUD or State Agency and office unit to receive request US Dept. of HUD – Columbus Field Office	7. Name and address of recipient (if different than responsible entity) 	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) FY24 Morrow – RR Bridge Lighting Project	10. Location (Street address, city, county, State) 103 Main Street, Morrow, Ohio 45152
---	--

11. Program Activity/Project Description

Install LED Lighting over Bike and Walking Path

Part 2. Environmental Certification (to be completed by responsible entity)


With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

- The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
- The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
- After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
- The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
- The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
- In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of

any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity 	Title of Certifying Officer President, Board of County Commissioners
	Date signed 11-12-24
Address of Certifying Officer 406 Justice Drive, Lebanon, OH 45036	

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient X	Title of Authorized Officer _____
	Date signed _____

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Resolution

Number 24-1553

Adopted Date November 12, 2024

ENTERING INTO AN AGREEMENT WITH OARNET ON BEHALF OF WARREN
COUNTY INFORMATION TECHNOLOGY

BE IT RESOLVED, to enter into agreement with OARnet on behalf of Warren County
Information Technology; copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a- OARnet
IT (file)



1224 Kinnear Road Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

TO: Ben Clift
 Support Supervisor
 Warren County Information Technology
 406 Justice Dr
 Lebanon, OH 45036

FROM: OARnet
 1224 Kinnear Rd
 Columbus, OH 43212

EMAIL: ben.clift@co.warren.oh.us

EMAIL: oarnetvmware@oar.net

WEB: www.oar.net

PHONE: (513) 695-1523

FAX: (614) 292-9397

TERMS: OARnet-VMware ELA
 Remit to: The Ohio State University
 Accounts Receivable
 PO Box 182905, Columbus, Ohio 43218-2905
 Payment Terms: Net 30
 Credit Cards: VISA/MasterCard/AMEX/DISCOVER (2.85% processing fee)

QUOTE NO: 50067469
QUOTE DATE: 10/03/2024
QUOTE EXPIRES: 11/17/2024
TOTAL QUOTE: \$399,806.40

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
YEAR 1						
1	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 01/08/2025 End Date: 07/30/2025	\$115.00	\$67.08	480	\$32,198.40
2	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 01/08/2025 End Date: 07/30/2025	\$61.17	\$61.17	480	\$29,361.60
YEAR 1 SUBTOTAL:						\$61,560.00
YEAR 2						
3	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2025 End Date: 07/30/2026	\$115.00	\$115.00	480	\$55,200.00
4	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2025 End Date: 07/30/2026	\$61.17	\$61.17	480	\$29,361.60
YEAR 2 SUBTOTAL:						\$84,561.60
YEAR 3						
5	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2026 End Date: 07/30/2027	\$115.00	\$115.00	480	\$55,200.00
6	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2026 End Date: 07/30/2027	\$61.17	\$61.17	480	\$29,361.60
YEAR 3 SUBTOTAL:						\$84,561.60
YEAR 4						
7	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2027 End Date: 07/30/2028	\$115.00	\$115.00	480	\$55,200.00



1776 Interstate Blvd Columbus, Ohio 43212 • Phone: (614) 292-9191 • Fax: (614) 292-9397 • www.oar.net

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
8	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2027 End Date: 07/30/2028	\$61.17	\$61.17	480	\$29,361.60
YEAR 4 SUBTOTAL:						\$84,561.60
YEAR 5						
9	VCF-CLD-FND-5	VMware Cloud Foundation 5 Start Date: 07/31/2028 End Date: 07/30/2029	\$115.00	\$115.00	480	\$55,200.00
10	ANS-VMW-FW-B	VMware Firewall (Bundle) (formerly NSX Professional or above) Start Date: 07/31/2028 End Date: 07/30/2029	\$61.17	\$61.17	480	\$29,361.60
YEAR 5 SUBTOTAL:						\$84,561.60
SUBTOTAL:						\$399,806.40
TOTAL QUOTE:						\$399,806.40

Please note, by executing this quote, you agree to purchase the above software through July 30, 2029. You have the ability to pay for the entire amount or for the current year listed. This quote reflects current pricing and is valid through the above expiration date. Prior to submitting a PO, ensure this quote has not expired. If the quote has expired, please request a refreshed quote.

TO ORDER: Submit a copy of this quote along with your PO to: oarnetvmware@oar.net. Quote number should be referenced on your Purchase Order.

OARnet Terms and Conditions

The use of these products and services are governed by the following terms and conditions provided herein.

VMware by Broadcom Terms and Conditions

The terms and condition OARnet negotiated with VMware by Broadcom are shown in the VMware by Broadcom Foundation Agreement available for reveiw on the OARnet website at https://www.oar.net/services/application_services/vmware_broadcom. These terms and conditions cannot be changed.

OARnet Terms and Conditions

1. Payment Terms

Failure to Pay: End User shall pay to OARnet the amounts set forth for the Products and Services within this quote. Payment is due upon 30 days of receipt of invoice. Pursuant to Section 2 below, OARnet may terminate this Agreement and demand End User no longer use the Product upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest, and any collection fees as allowable under Ohio Revised Code

2. Term and Termination

The initial term of this Agreement shall commence on the date this Agreement is executed and shall continue until July 30, 2029. OARnet may terminate this Agreement upon 30 days' notice for End User's failure to pay invoice(s) when due or immediately for material breach of any other term of this Agreement and demand End User no longer use the Product. If the Term of this Agreement extends into fiscal years subsequent such continuation may be contingent upon the appropriation of funds from the Ohio Legislature or Controlling Board or legal funding entity. If such funds are not appropriated, End User may terminate this Agreement in whole upon written notice to OARnet.

3. Early Termination

In the event of Early Termination, the End User will be responsible for 100% of the unpaid balance for the remaining term of the contract unless the termination is the result of a non-appropriation of funds.

4. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

5. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

7. Governing Law and Jurisdiction

This Agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction

8. Entire Agreement; Amendments

This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This Agreement may not be modified by and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

END USER CONTACT INFORMATION

Entity/Customer/End User Name: Warren County Information Technology

Portal Folder Name (if known): _____

Technical Contact (Primary):

Name: Ben Clift

Address: 406 Justice Dr

City/State/Zip: Lebanon, OH, 45036

Phone: 513-695-1523

Email: BClift@warrencountyOH.gov

Billing Contact:

Name: Darlene Carter

Address: 406 Justice Dr

City/State/Zip: Lebanon, OH, 45036

Phone: 513-695-1114

Email: dcarter@warrencountyOH.gov

IN WITNESS WHEREOF, customer hereto warrants and represents that this order form has been executed by a duly authorized representative, and it constitutes the legal, valid, and binding obligation.

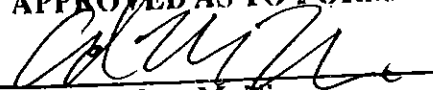
Signature: 

Name: David G. Young

Title: President

Date: 11-12-24

APPROVED AS TO FORM



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



The term "Broadcom" refers to Broadcom Inc. and/or its subsidiaries.

Foundation Agreement

Edited for OARnet 22 July 2024

1. INTRODUCTION

- 1.1. This Foundation Agreement ("**Foundation Agreement**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and your organization, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document which identifies the "Start Date" and specifies the terms and conditions agreed between the Parties as a foundation for their relationship as further defined in the applicable Modules.
- 1.2. With respect to the Broadcom Offering, additional terms shall be included in a Module, while terms specific to each individual order from Customer or Broadcom Partner shall be set forth in the Transaction Document(s) for such order.
- 1.3. This Foundation Agreement may incorporate any applicable Module referenced in the "Governing Contract" section of the applicable Transaction Document.

2. DEFINITIONS

- 2.1. "**Agreement**" means this Foundation Agreement, the applicable Module, the applicable Transaction Document, and any document incorporated expressly therein by reference.
- 2.2. "**Affiliate**" means any person or entity which directly or indirectly owns, controls, is controlled by, or is under common control with a party, where control is defined as owning or directing more than fifty percent (50%) of the voting equity securities or a similar ownership interest in the controlled entity.
- 2.3. "**Authorized End Users**" means Customer, Customer Affiliate(s), OARnet Customers and their employees and independent contractors.
- 2.4. "**Broadcom Offering**" means the individual offering (such as software, services, education, software as a service, or support) in the CA, Symantec, or VMware product families.
- 2.5. "**Broadcom Partner**" means a Broadcom authorized channel partner selected by the Customer.
- 2.6. "**Broadcom Software**" means the computer software programs in the CA, Symantec, or VMware product families made generally available and licensed to Customer under the applicable Module pursuant to the applicable Transaction Document. Broadcom Software may be provided individually or packaged as a software appliance and includes all versions and releases provided as part of Broadcom Maintenance, if applicable.
- 2.7. "**Confidential Information**" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential, or otherwise so identified, or any information that by its form, nature, content, or mode of transmission would be

deemed confidential or proprietary to a reasonable recipient, including, without limitation, Broadcom Offerings, Documentation, the Agreement, Transaction Documents, Broadcom provided pricing, and any benchmarking data or results.

- 2.8. **"Documentation"** means the technical product specifications or user manuals published by Broadcom or a Broadcom Affiliate.
- 2.9. **"Module"** means the additional terms and conditions applicable to a Broadcom Offering. If a Broadcom Offering includes both on-premises software and SaaS, then each applicable Module applies.
- 2.10. **"Order Confirmation"** means an electronic receipt, issued by Broadcom or a Broadcom Affiliate, confirming the Broadcom Offering title, version, quantity (based on metric, meter and/or model), and Support acquired.
- 2.11. **"OARnet Customers"** means Customers of the Ohio Academic Resource Network which shall include any Ohio public or private educational entity, including any university or university system, K-12, schools, libraries, school district, associated healthcare facility, Ohio government agency or entity, Ohio public safety agency, any county, municipality, or township within the State of Ohio, and the Air Force Institute of Technology, but no other federal entities.
- 2.12. **"Party"** or **"Parties"** means individually and/or collectively Broadcom and/or the Customer.
- 2.13. **"Personal Data"** means any information relating to (i) an identified or identifiable person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable data protection laws), provided in connection with the Agreement.
- 2.14. **"Taxes"** means any applicable sales tax, value-added tax (VAT), goods and services tax (GST), consumption tax, ISS, PIS and COFINS or any other applicable taxes.
- 2.15. **"Term"** means the period during which the Broadcom Offering is provided as specified in the Transaction Document.
- 2.16. **"Transaction Document"**, **"Order Form"**, or **"Order"** means a mutually agreed ordering document such as a Broadcom quote, order form, or statement of work for the specific Broadcom Offering licensed or purchased. Either Transaction Documents are executed or, in the case of a quote and purchase order ("PO"), a PO referencing such quote is issued and that issuance constitutes acceptance of the quote and formation of contract.

3. ORDERING AND DELIVERY

- 3.1. Under the terms of this Agreement and subject to the terms of the applicable Module(s), Customer and any Customer Affiliate incorporated in the same jurisdiction as Customer, may purchase Broadcom Offerings directly from Broadcom or through a Broadcom Partner, and Broadcom shall provide the specific Broadcom Offering. All Customer Affiliates incorporated in a different jurisdiction than Customer, must sign a participation agreement with Broadcom to adopt and adhere to the terms of this Agreement.
- 3.2. The Broadcom Offerings, (and any hardware components if included within your Transaction Document), will be delivered either in tangible media FCA SD (FCA Shipping Dock), as defined in INCOTERMS 2020, from Broadcom's shipping point as indicated in the Transaction Document or by electronic delivery (ESD). Customer agrees to be responsible for all customs, duties, import clearances, title, and risk of loss to any Broadcom hardware, if included, will pass upon point of delivery to Customer's carrier at Broadcom's shipping location. For non-US customers, title to the

hardware product transfers when the product leaves the national territory of the US.

- 3.3. In the event of a payment or set off issue relating to one Broadcom Offering, such payment issue will not impact any other obligation to pay for any Broadcom Offering provided to Customer.

4. CONFIDENTIALITY

- 4.1. The Parties agree that, when receiving Confidential Information from the disclosing Party, the receiving Party shall hold it in confidence and shall not disclose nor use such information except as necessary to carry out the purpose of this Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care. Confidential Information may be disclosed to receiving Party's employees, affiliates, agents, financial advisors, contractors, and attorneys on a need-to-know basis and the receiving Party shall ensure that such persons preserve and use such Confidential Information pursuant to the Terms of the Agreement. The receiving Party may disclose Confidential Information in connection with applicable law, including but not limited to the Ohio Public Records Law at ORC 149.43, or a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.
- 4.2. For the purposes of the Agreement, the term "Confidential Information" excludes: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.
- 4.3. Nothing in the Agreement will (i) preclude Broadcom from using the ideas, concepts and know-how which are developed in the course of providing any Broadcom Offerings to Customer or (ii) be deemed to limit Broadcom's rights to provide similar Broadcom Offerings to other customers. Customer agrees that Broadcom may use any feedback provided by Customer related to any Broadcom Offering for any Broadcom business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.
- 4.4. The receiving Party agrees, upon request of the disclosing Party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.
- 4.5. In the event of a breach of this section 4, the disclosing Party may not have an adequate remedy at law. The Parties therefore agree that the disclosing Party may be entitled to seek the remedies of temporary and permanent injunction, specific performance, or any other form of equitable relief deemed appropriate by a court of competent jurisdiction. For any Confidential Information that constitutes a trade secret under applicable law, the obligations of this section will continue for so long as such trade secret status is maintained by the disclosing Party. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

- 5.1. To the extent permitted by law, Customer shall issue and provide Carahsoft a purchase order ("PO"), or a series of POs, for the full term and total fees that are due contemporaneously with the execution of each Transaction Document. Carahsoft, directly or through a Broadcom Partner, reserves the right to invoice Customer for any use of the Broadcom Offerings in excess of the Authorized Use Limitation at Broadcom's then-current list price.
- 5.2. Unless an alternative date of payment is set out on the Transaction Document, payment is due upon the due date specified on the invoice. Customer agrees to pay Taxes in addition to the fees when such payments are due. Customer (a) may only withhold tax as required by law, subject to the application of any reduced rate allowed in an income tax treaty or otherwise, (b) shall request all documentation required for the reduction of withholding tax, and (c) shall provide proof of payment of the withholding tax for credit relative to the applicable invoice(s).
- 5.3. If indicated on the Transaction Document, Customer may pay any initial payment due to Broadcom on or before the due date (as stated in the applicable Transaction Document) through a same day fed wire. For other payments required of Customer due to Broadcom, Broadcom will send Customer an invoice containing updated wire transfer information at least thirty (30) days prior to each respective due date. Broadcom reserves the right to change credit or payment terms at Broadcom's discretion if Customer's or Broadcom Partner's financial condition or previous payment history so warrant.
- 5.4. A Customer issued PO may be used to accept terms of a Transaction Document in place of a signature on the Transaction Document, provided that Customer references the Transaction Document in the PO and includes the appropriate reference number, if applicable.
- 5.5. If a payment due date falls on a weekend or a holiday the payment shall be payable by Customer to Broadcom on the business day immediately prior to such date.
- 5.6. Failure to timely remit payment of all amounts set forth in a Transaction Document or under any other agreement with any Broadcom entity after written notice from Broadcom and a reasonable opportunity to remit such payment by Customer and to the full extent permitted by applicable law, shall (1) relieve Broadcom of any support obligations hereunder, and (2) suspend all Customer subscription use rights until payment is tendered at which time use rights and support shall recommence. Broadcom reserves the right to impose late fees as may be permitted by law on any past due amounts.
- 5.7. Broadcom may assign its payment rights in, or grant a security interest in, this Agreement and any associated Transaction Document to a third party without requiring such third party to be liable for the obligations of Broadcom under this Agreement or Transaction Document, provided that (1) Broadcom remains directly responsible for performance of its duties hereunder, and (2) Customer's obligations are not otherwise affected.
- 5.8. In the event Customer orders a Broadcom Offering through a Broadcom Partner (or that partner's resale channel), this Foundation Agreement, excluding all of Section 5 (except Section 5.6), shall apply to Customer.
- 5.9. **Direct Sale to OARnet Customers.** During the Term of the Agreement, Broadcom and Carahsoft will make commercially reasonable efforts not to intentionally target OARnet Customers to provide lower pricing than is agreed to between the Parties under this Agreement.

6. TITLE

- 6.1. Broadcom retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Broadcom Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

- 7.1. Each Party represents and warrants that it has the legal power to enter into the Agreement.
- 7.2. Broadcom represents and warrants that it owns or otherwise has sufficient rights to grant Customer the rights defined in any Transaction Document and/or Module.
- 7.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR (1) SELECTING CONFIGURATIONS, POLICIES, AND PROCEDURES IN THE BROADCOM OFFERING(S) THAT ARE CONFIGURABLE INCLUDING, WITHOUT LIMITATION, THE SELECTION OF FILTERED CATEGORIES AND WEB APPLICATION CONTROLS, AND FOR ASSURING THAT THE SELECTION (A) CONFORMS TO CUSTOMER'S POLICIES AND PROCEDURES AND (B) COMPLIES WITH ALL APPLICABLE LAWS.
- 7.4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE WARRANTIES AND THOSE SET FORTH WITHIN THE APPLICABLE TRANSACTION DOCUMENTS AND/OR MODULES ARE THE SOLE WARRANTIES PROVIDED BY BROADCOM. NO OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THAT THE BROADCOM OFFERING WILL OPERATE UNINTERRUPTED OR IS ERROR FREE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, RELATING TO THE BROADCOM OFFERINGS, ARE MADE BY BROADCOM OR ITS SUPPLIERS.

8. INDEMNIFICATION

- 8.1. Broadcom will indemnify, defend and/or, at its option, settle any third-party claims that Customer's use of the specific Broadcom Offering licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the Broadcom Offering at the time of delivery provided that: (i) Customer gives Broadcom prompt written notice thereof and reasonable cooperation, information and assistance in connection therewith; (ii) subject to approval of the Ohio Attorney General, Broadcom shall have sole control and authority with respect to defense or settlement thereof; and (iii) Customer takes no action that is contrary to Broadcom's interest. Broadcom may, at its option and expense: (a) procure for Customer the right to continue to use the Broadcom Offering; (b) repair, modify or replace the Broadcom Offering so that it is no longer infringing; or (c) provide a pro-rated refund of the fees paid for the Broadcom Offering (directly or through the Broadcom Partner) which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Broadcom is notified of the third party claim. If the Broadcom Offering is Broadcom Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

- 8.2. Broadcom shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Broadcom Offering except a modification by Broadcom, (ii) if the Broadcom Offering is not being used in accordance with Broadcom's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Broadcom published update or patch, (iv) if the alleged infringement is a result of use of the Broadcom Offerings in combination with any third party product, (v) any Deliverable provided by Broadcom in accordance with Customer's specifications, (vi) any claim relating to open source software or freeware technology that is not embedded by Broadcom into the Broadcom Offerings, (vii) any Broadcom Offering provided on a no-charge, beta, or evaluation basis, or (viii) if the applicable fees due for the specific Transaction Document have not been paid or Customer is otherwise in breach of this Agreement. The indemnifications contained herein shall not apply and Broadcom shall have no liability in relation to any Broadcom Offering produced by Broadcom at the specific direction of Customer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF BROADCOM REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER

WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

- 8.3. Each Party shall indemnify the other against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third-party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of the indemnifying Party. Broadcom agrees Customer is subject to the restrictions of ORC 9.27.
- 8.4. Customer shall indemnify Broadcom against any claim that any data, materials, items, or information supplied to Broadcom under the Agreement infringes any US patent, copyright, or trademark within the jurisdictions where Broadcom is provided with such information. Broadcom agrees Customer is subject to the restriction of ORC 9.27.

9. LIMITATION OF LIABILITY

- 9.1. EXCEPT IN THE CASE OF A BREACH OF CONFIDENTIALITY, TITLE, AND OF THIRD-PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW A) NEITHER PARTY (INCLUDING ANY OF BROADCOM'S SUPPLIERS) SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF CUSTOMER DATA BY USE OF ANY BROADCOM OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) EXCEPT FOR DIRECT DAMAGES FOR DEATH, PHYSICAL INJURY, OR DAMAGE TO STATE PROPERTY, IN NO EVENT WILL A PARTY'S LIABILITY FOR DIRECT DAMAGES, EXCEED TWO TIMES THE AMOUNTS PAID BY CUSTOMER FOR THE BROADCOM OFFERING THAT GAVE RISE TO THE BREACH IN THE TWELVE MONTHS PRIOR TO THE DATE SUCH BREACH OCCURRED. BROADCOM'S SUPPLIERS HAVE NO LIABILITY UNDER THE AGREEMENT, AND CUSTOMER MAY NOT BRING CLAIMS DIRECTLY AGAINST THEM. BROADCOM'S AGGREGATE LIABILITY FOR AN EVALUATION WILL NOT EXCEED \$5,000 USD.

10. TERM & TERMINATION

- 10.1. This Foundation Agreement shall continue in effect for the term of any Purchase Orders between the parties or as otherwise terminated in accordance with this section.
- 10.2. This Foundation Agreement, applicable Module(s), and the applicable Transaction Document may be terminated by either Party (a) upon a material breach by the other Party, provided that, in each instance of a claimed breach: (i) the non-breaching Party notifies the breaching Party in writing of such breach; and (ii) the breaching Party fails to cure such breach within thirty (30) days (or such other period as mutually agreed by the Parties) from receipt of such notice; (b) upon Insolvency of the other Party, if permitted by law. The foregoing notwithstanding, any breach by Customer of licenses or rights granted pursuant to this Agreement will constitute an incurable material breach by Customer; and, Broadcom may immediately terminate all of Customer's use rights and licenses, (subscription-based, perpetual, access, and use), upon written notice to Customer, and Customer must either: a) delete all full or partial copies of the Broadcom Software and SaaS instances from all computing or storage equipment and verify such deletion in a statement signed by a Vice-President or a duly authorized representative sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software. Such termination shall not relieve Customer from its obligations as set forth within the related Transaction Document.
- 10.3. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement. In the event of termination by Broadcom for an uncured material breach by Customer, all fees shall immediately become due and payable.
- 10.4. Customer may terminate this Agreement provided that Customer also terminates each and all other agreements (direct or indirect, whether or not related to this Agreement) under which Customer may procure any Broadcom Offerings (but in all cases excluding any hardware offerings and associated support contracts therefor) together with each and all Orders (however titled) in effect (except in the case of the VMware product family, only Orders entered into after November 21, 2023 need to be terminated) between the parties as of the date of termination (collectively, for purposes of this section, the "Agreements"), without cause and without further charge or expense at any time, immediately upon written notice to Broadcom sent to usage.reporting@broadcom.com.

On or after the termination date, with the exception of any Fully Paid-Up perpetual licenses (where the amount of "Fully Paid-Up" licenses will equal the total whole number of licenses earned prior to the termination and are assumed to be paid for equally over the initial term of the associated Support Services), Customer must either: a) delete all full or partial copies of the Broadcom Software from all computing or storage equipment, and verify such deletion in a statement signed by a Vice-President or a duly authorized representative and sent to usage.reporting@broadcom.com, or b) return to Broadcom all full or partial copies of the Broadcom Software.

Once Customer's verification or the Broadcom Software copies are received, Broadcom will pay Customer, or Broadcom Partner, a pro-rata refund of any License, SaaS/Cloud Service, Support Services, or other fees Customer or Broadcom Partner pre-paid ("Refund Fees") in accordance with the paragraph below. Refund Fees will be calculated on the number of days remaining in the term (which for the purposes of this calculation will be deemed to commence from the date Customer's

verification or the Broadcom Software copies are received) of the offering eligible for the refund. If the Broadcom Software is licensed as a perpetual license and the associated Support Services is in its initial term, Customer, or Broadcom Partner as appropriate, will receive a pro-rated refund of the cash consideration paid to Broadcom based on the initial payment schedule and shall be entitled to keep the whole number of perpetual licenses Fully Paid-Up through such date, absent language to the contrary in the applicable order.

- 10.5. Notwithstanding the foregoing paragraph, if the Agreement is terminated without cause, neither Party shall have further obligations under the Agreement, except that the Parties shall remain bound by the obligations within the survival sections of the Agreements. Refund Fees will be paid within sixty (60) days to Customer (or Broadcom Partner who will process the invoicing or reimbursement of fees to Customer as appropriate and under the commercial terms between the Broadcom Partner and Customer), from the date Customer's verification or the Broadcom Software copies are received, and any unpaid fees reflecting the Broadcom Offerings delivered prior to the termination date shall become immediately due.

11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. **Choice of Law; Venue.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio without regard to the conflicts of law provisions. The parties agree that the exclusive venue for any action related to this Agreement shall be the appropriate courts located in Franklin County, Ohio.
- 11.2. **Dispute Resolution.** Any dispute, claim or controversy arising out of or relating to the Agreement ("**Dispute**") shall be resolved as provided in this Section.

Informal Dispute Resolution. Save for Disputes relating to unpaid amounts, before initiating any formal proceeding relating to a Dispute, the Parties shall meet as frequently and as often as they reasonably deem necessary to negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within thirty (30) days of initiating the discussions, then each Party shall appoint one (1) senior executive who is not directly involved on a day-to-day basis with the subject matter of the Agreement, and those senior executives shall negotiate the matter in good faith. A formal proceeding relating to a Dispute shall not be commenced until the earlier of: (i) the good faith determination by one of the appointed senior executives that resolution through continued negotiation of the matter does not appear likely; or (ii) thirty (30) days following the date that the Dispute was first referred to the appointed senior executives. Nothing in this paragraph shall be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue injunctive remedies deemed reasonably necessary to protect its interests.

12. GENERAL TERMS

- 12.1. **Amendments.** The terms of the Agreement may only be amended by mutual written agreement of the Parties.
- 12.2. **Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action

taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, pandemic, epidemic, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

- 12.3. **Order of Precedence.** Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the Transaction Document; (2) Broadcom's global Data Processing Addendum (DPA) to the extent one is in place between the Parties, (3) the applicable Specific Program Documentation or SaaS Listing, (4) the relevant Module; (5) this Foundation Agreement. Notwithstanding this Order of Precedence, any terms that may appear on a Customer's purchase order that vary from the Agreement (including without limitation pre-printed terms) shall be deemed null and void.
- 12.4. **Independent Contractors.** The Parties expressly agree that the relationship between them is that of customer-independent contractor. Broadcom and any individuals employed by it who provide services to Customer, will not be considered "public employees" for the purposes of Chapter 145 of the Ohio Revised Code.
- 12.5. **Personal Data**
- 12.5.1. **Broadcom as Controller.** Related to the provision of the Broadcom Offerings, Broadcom may process limited Personal Data as a controller in accordance with, and for the purposes defined in, Broadcom's Privacy Policy available at <https://www.broadcom.com/privacy> in compliance with applicable data protection laws. Those purposes include: (i) management of Customer relationship; (ii) sales administration; (iii) communications related to technical support, new versions or updates; (iv) marketing of Broadcom Offerings; (v) development of threat intelligence for the purposes of ensuring fraud prevention and network and information security; (vi) development and enhancement of the Broadcom Offerings; and (vii) compliance with applicable laws and regulations.
- 12.5.2. **Broadcom as Processor.** Where Broadcom processes Personal Data within Customer Data on behalf of Customer, Broadcom's global Data Processing Addendum (DPA), located at <https://www.broadcom.com/privacy>, applies. If Customer procures the Broadcom Offering through a Broadcom Partner, the Broadcom Partner shall be responsible for entering into a relevant data processing agreement with Customer.
- 12.6. **Assignment.** Neither Party shall assign the Agreement or any of its rights or delegate any of its duties under the Agreement, either by operation of law, agreement, or any other process, without the prior written consent of the other Party, except that Broadcom shall have the right to assign the Agreement or any of its rights or delegate any of its duties under the Agreement at any time to any Broadcom Affiliate(s), or to a successor in interest of all or substantially all of the business to which the Agreement relates. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any attempted assignment in violation of this section shall be null and void.
- 12.7. **Import/Export.** Customer acknowledges that the Broadcom Offering(s) is subject to import and export laws and regulation, including in the specific case of the U.S. the Export Administration Regulations, and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the Broadcom Offering(s) will not be exported, reexported or transferred in violation of export control laws or used for any purpose connected with chemical, biological or

nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the Broadcom Offering(s) are intended or likely to be used for such purpose. Customer represents and warrants that: (a) Customer and any Authorized User, are not, and are not acting on behalf of: (1) any person who is a citizen, national, or resident of, or who is controlled by, the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List, or any similar applicable designated persons list.

- 12.8. **Legal Compliance.** Both Parties shall comply with applicable federal, state, local laws, regulations and ordinances, and all other applicable laws and regulations in the performance of this agreement and use of any Broadcom Offering. Broadcom may suspend performance if Customer is in violation of applicable laws, regulations, or ordinances or in the event of a security risk to a Broadcom Offering or its users.
- 12.9. **Critical Applications.** The Broadcom Offerings are not fault tolerant and use of the offerings is prohibited for on-line control equipment in hazardous environments requiring fail-safe performance, such as the operation of aircraft navigation or aircraft communications systems, air traffic control, life support systems, human implantation, nuclear facilities or systems, weapons systems, or any other application where failure of the offering could lead to death, personal injury, or severe physical or environmental damage.
- 12.10. **Announcements.** Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.
- 12.11. **Notice.** Any notice required or permitted by the Agreement shall be given in writing, will refer to the Agreement and will be personally delivered or sent by a reputable overnight courier service (e.g., FedEx, UPS, DHL, etc.), electronic transmission (email or posting to a Broadcom customer portal) or registered or certified mail (return receipt requested) to the other Party's legal department at the address set forth in the Agreement, or such other address as is provided by notice as set forth herein. Notices shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.
- 12.12. **Headings.** The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.
- 12.13. **Validity.** In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.
- 12.14. **Third Parties.** This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Broadcom.
- 12.15. **Direct Sale to OARnet Customers.** During the Term of the Agreement, Broadcom and Carahsoft will make commercially reasonable efforts not to intentionally target OARnet Customers to provide lower pricing than is agreed to between the Parties under this Agreement.
- 12.16. **Waiver.** Waiver of a breach of the Agreement will not constitute a waiver of any later breach.
- 12.17. **Survival.** Sections pertaining to Dispute Resolution, Choice of Law, Confidentiality, Title, Warranty, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation

Agreement.

- 12.18. **Open Trade.** Pursuant to Ohio Revised Code 9.76(B) Broadcom warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 12.19. **Compliance with Ohio Law / Third Party Terms.** Broadcom acknowledges that Customer is a government entity of the State of Ohio and as such is subject to Ohio law, including but not limited to Ohio Revised Code 9.27. ORC 9.27 requires that no State entity contract for goods or services may contain provisions requiring indemnification, choice of law and jurisdiction other than Ohio, binding arbitration, auto-renewals, or other provisions contrary to Ohio law, and if it does such provisions are void ab initio. Broadcom further acknowledges that neither this Agreement nor any subsequent addendum or embedded terms may contain any provisions that are contrary to Ohio law, and any such provisions are not applicable to Customer. To the extent Broadcom requires the use of third-party products or services, it agrees and acknowledges that Customer cannot accept any third-party terms that are contrary to Ohio law. Broadcom further agrees that to the extent it determines to use such third-party products and services that contain terms contrary to Ohio law, it must accept such terms on its own and not flow down such terms to Customer.
- 12.20. **Entire Agreement.** The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

1. INTRODUCTION

- 1.1. This Module for Broadcom Software ("**Software Module**") between the applicable Regional Broadcom Entity set forth in the referencing Transaction Document, a Broadcom Inc. company, ("**Broadcom**"), and Customer, ("**Customer**"), is effective on the date set forth in the referencing Transaction Document and specifies the terms and conditions which apply to Broadcom Software that Broadcom will license to Customer and the Support that applies.
- 1.2. This Software Module incorporates by reference the terms of the Foundation Agreement effective on the date set forth in the referencing Transaction Document between Broadcom and Customer (or Broadcom Partner). Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

- 2.1. "**Authorized End Users**" means Customer, Customer Affiliate(s), OARnet Customers and their employees and independent contractors.
- 2.2. "**Authorized Use Limitation**" or "**Meter**" means the quantity of the Broadcom Software licensed in accordance with the License Metric specified in the Transaction Document.
- 2.3. "**Distributed Software**" means the Broadcom Software that is generally used for independent usage across individuals' systems or hardware based on the License Metric in a decentralized form of computing, which is not listed as 'Mainframe' on Broadcom's price lists.
- 2.4. "**Hardware**" means the Broadcom provided physical hardware device or server.
- 2.5. "**License Metric**" means the specific criteria for measuring the usage of the Broadcom Software (such as MIPS, CPUs, Cores, tlers, servers, or users).
- 2.6. "**Mainframe Software**" means Broadcom Software that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the License Metric in a centralized form of computing, which is designated as 'Mainframe' on Broadcom's price lists.
- 2.7. "**OARnet Customers**" means Customers of the Ohio Academic Resource Network which shall include any Ohio public or private educational entity, including any university or university system, K-12, schools, libraries, school district, associated healthcare facility, Ohio government agency or entity, Ohio public safety agency, any county, municipality, or township within the State of Ohio, and the Air Force Institute of Technology, but no other federal entities.
- 2.8. "**Perpetual License**" means a license to use Broadcom Software for an indefinite period subject to compliance with the Agreement.
- 2.9. "**Subscription**" or "**UMF**" (Usage and Maintenance Fee) license means a license to use Broadcom Software for a specific period of time which shall include Support unless otherwise stated in a Transaction Document.
- 2.10. "**Support**" (which may also be referred to as "**Maintenance**") means technical support for the Broadcom Software. Support may also contain "**Content Updates**" provided by Broadcom for use with the Software intended to be updated, including, but not limited to, data, signatures, definitions, rules, policies, and URLs used by the Broadcom Software, and may include content

- 2.11. **“Territory”** means the geographic region (Americas, EMEA, APAC) where Customer is authorized to install the Broadcom Software as indicated by the “Ship To” location in the Transaction Document, unless more broadly or narrowly granted in the Transaction Document. Americas is defined as the continents of North and South America. EMEA is defined as the continents of Europe (including the surrounding islands such as UK and Ireland) and Africa, and the Middle Eastern countries in the continent of Asia, south of, and including Turkey and west of Iran. APAC is defined as all countries not in Americas or EMEA geographic regions.

3. SOFTWARE OFFERING & OBLIGATIONS

- 3.1.1. Subject to the Customer’s compliance with the Agreement, Broadcom grants the Customer a Limited, nonexclusive, non-transferable license in object code form, for the Term to:
- 3.1.2. Install and deploy the Broadcom Software in the Territory up to the Authorized Use Limitation.
- 3.1.3. Permit Authorized End Users to remotely use the Broadcom Software for Customer’s and Customer Affiliates’ internal business wherever located. To the extent permitted by law, Customer hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Customer. Carahsoft acknowledges and agrees OARnet Customers shall be liable for their own acts and omissions regarding the use of the Broadcom software.
- 3.1.4. Excluding Software in the VMware product family, make a reasonable number of copies of the Broadcom Distributed Software for disaster recovery “cold standby”, backup and archival purposes. Use of such copies is limited to testing Customer’s disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Software.
- 3.1.5. Make a reasonably necessary number of copies of the Broadcom Mainframe Software for disaster recovery purposes and use of such copies at another machine(s), provided the use of such copies shall be limited to:
- (a) Conducting limited testing of the DR Plan’s procedures and effectiveness so long as z/OS is not actively running except during such testing and such testing shall not exceed ten consecutive days in duration and shall not occur more than three times per annum; and
- (b) The period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Broadcom Mainframe Software in normal operations at a Customer Site and must invoke its DR Plan (as defined below).

Customer represents it has a disaster recovery plan with respect to its sites and the Broadcom Mainframe Software (“DR Plan”). The rights provided in subsection (a) above are conditioned upon Customer providing, in writing, the machine-type, model and serial number, for each machine used for disaster recovery purposes. Customer agrees to inform Broadcom of all disaster recovery tests seven (7) days prior to the test occurrence. After a disaster recovery test period, Customer shall run the IBM SCRT for ISV Programs to report the usage of Broadcom Mainframe Software during the test and shall submit to Broadcom at scrt.broadcom.com no later than ten (10) days after the end of the calendar month in which the test occurred.

Customer agrees to keep Broadcom informed, at Broadcom’s request, of the identity and

address of any third-party providing services in the testing or execution of Customer's DR produced as a result of Customer's use of the Broadcom Software. Plan and Customer shall require any such third party to agree, in writing, to the confidentiality and restricted usage provisions contained in this Agreement and to furnish such further factual confirmations with respect to its disaster recovery procedures as Broadcom may reasonably request from time to time. In no event may any disaster recovery facility under the ownership, operation or control of any third party be deemed to be a Customer site hereunder nor shall any such third party be considered a third-party beneficiary for the purposes of this Agreement.

- 3.1.6. Relocate Broadcom Software to a new Customer location within the Territory upon prior written notice.
- 3.2. The Broadcom Software may be provided under terms and conditions, use Meter(s) and model(s) set forth within Specific Program Documentation ("SPD") identified in applicable Transaction Document(s). The Broadcom Software's specifications, product use rights and specified operating environment information may be found in the Documentation accompanying the Broadcom Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). The SPD and/or Product Use Rights form an integral part of applicable Transaction Document and are incorporated by reference. If the applicable version of the Software is not specifically listed within the applicable Transaction Document, the SPD and/or Product Use Rights for the most recent prior version shall apply.
- 3.3. The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision and Customer agrees that, except as expressly set forth in the Agreement or to the extent permitted by applicable law, it shall not: (i) make available, provide or sub-license the Broadcom Software or its results/outputs in any form other than to Authorized End Users, (ii) make any use of the Broadcom Software for which it has not paid, (iii) cause or permit de-compilation, reverse engineering, or otherwise translate or derive source code from all or any portion of the Broadcom Software; (iv) modify, unbundle, enhance or create derivative works of the Broadcom Software and/or Documentation; (v) rent, sell, lease, assign, or transfer the Broadcom Software or use the Broadcom Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (vi) remove any proprietary notices, labels, or marks on or in any copy or version of the Broadcom Software or Documentation; (vii) claim any rights in the Broadcom Software other than its right to use, (viii) export or use the Broadcom Software in violation of US or other applicable laws and regulations, or (ix) use the Broadcom Offerings for any prohibited end use, such as for nuclear technology applications, missile, or other military guidance systems and biological weaponry, or major radiation exposure field applications. Any right that is not granted to Customer under this Software Module, the Foundation Agreement or a Transaction Document is reserved to Broadcom. Customer may not use the Software in an electronic communications network that is used wholly or mainly for the provision of publicly available electronic communications services ("**Public Network**") in a manner that violates the rights to privacy or freedom of expression as outlined in the Universal Declaration of Human Rights and the International Covenant on Civil and Political Rights (collectively, "International Human Rights Standards"), of any individual user who directly accesses the Internet or otherwise transmits data through a Public Network, provided the foregoing shall not limit use of the Software in a Public Network to restrict, monitor, collect or process data accessed or transmitted by individual users based upon exceptions to the rights of privacy or freedom of expression that are recognized by International Human Rights Standards. In order to better understand and meet its customers' needs, Broadcom may collect, use, analyze and retain Customer's metadata, system topography information, and/or operations data and, in a confidential and anonymous manner, aggregate such data with similar usage data of other Broadcom customers.

3.4. Audit.

3.4.1. Customer agrees to provide verified reports and records reasonably requested by Broadcom to verify Customer's compliance with the Authorized Use Limitation and License Metric defined in the Transaction Document. These reporting and verification obligations remain in effect during the Term of the Broadcom Offering and for twelve (12) months thereafter. Customer agrees that, upon thirty (30) days' prior written notice, Broadcom or an independent third party may audit Customer's compliance with the Foundation Agreement, Software Module and the Transaction Document, remotely or at Customer's facilities. Customer shall cooperate in good faith with such audit, which Broadcom agrees will be confidential, and commercially reasonable in nature and time. If Customer's self-verification or Broadcom's audit reveals any unpaid or unlicensed use, Broadcom shall provide written notification to Customer and within thirty (30) days of such written notification, Customer shall order at Broadcom's then-current list price, a sufficient number of such Broadcom Offering(s) and any applicable Support to cover its past or current use in excess of the Authorized Use Limitation and License Metric. If an audit reveals an underpayment of ten percent (10%) or more of total fees owed for the review period, Customer will also reimburse Broadcom for its reasonable audit expenses.

3.4.2. For all Broadcom Mainframe Software, Customer shall additionally provide to Broadcom via upload to s crt.broadcom.com within ten (10) days after the end of each month the IBM SCRT product report for ISV programs for Customer's z/OS mainframe machines, wherever located and whether owned or leased by Customer and any Affiliate or any outsourcing partner, including all disaster recovery machines. For Customers running Broadcom mainframe VSE products, Customer shall provide the ISV SCRT for z/VSE report annually on or before each anniversary date via upload to s crt.Broadcom.com. For Customers running Broadcom Mainframe VM products, Customer shall provide a listing of the model, serial number and LPAR names of each CPU located at, or remotely accessing each Customer site to CA annually on or before each anniversary date via upload to s crt.broadcom.com. Customer shall retain all SMF type 70 and 89 records for twelve (12) months. These reporting and verification obligations remain in effect during the Term and three months thereafter, and upon request up to twelve (12) months thereafter.

3.5. If the Broadcom Software is provided to Customer for evaluation purposes Section 3.1 (License Grant) is replaced with the following:

3.5.1. Broadcom grants to Customer a non-exclusive, temporary, royalty-free, non-assignable license to use the Broadcom Software solely for internal non-production evaluation subject to the applicable SPD and/or Product Use Rights supplement. Such evaluation license shall terminate (i) on the end date of the pre-determined evaluation period or (ii) sixty (60) days from the date of initial installation of the Broadcom Software, if no such

evaluation period is pre-determined ("Evaluation Term"). Customer is solely responsible to take appropriate measures to back up its system and take other measures to prevent any loss of files or data. The Software may contain an automatic disabling mechanism that prevents its use after a certain period of time. Upon expiration of the Evaluation Term, Customer must cease use of the Broadcom Software and uninstall or destroy all copies of the software. Broadcom shall accept no liability for Customer's use of the Broadcom Software for evaluation purposes. All other terms and conditions of this Agreement shall otherwise apply to Customer's evaluation of the software.

- 3.5.2. THE SOFTWARE PROVIDED FOR EVALUATION MAY NOT BE TRANSFERRED AND IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ACCOMPANYING SOFTWARE DOCUMENTATION IS PROVIDED FOR THE PURPOSE OF DESCRIBING THE SOFTWARE; BROADCOM DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR OTHER BROADCOM COMMITMENTS, OBLIGATIONS, OR LIABILITIES, IN SUCH SOFTWARE.

4. SUPPORT OFFERING

- 4.1. If Support is purchased under the OARnet Agreement, support issues will go directly to a senior level Broadcom/VMware support engineer, as set forth within a Transaction Document, Broadcom will provide Customer with purchased Support in accordance with the guidelines at: <https://support.broadcom.com/web/ecx/support-content-notification/-/external/content/release-announcements/CA-Support-Policies/6933> (or successor URL). If a renewal fee for Maintenance is identified on a Transaction Document, then Broadcom may automatically invoice Customer for such renewal unless Broadcom receives not less than thirty (30) days written notice from Customer prior to the anniversary of the applicable Term that such Maintenance is not desired.
- 4.2. If Content Updates are included as part of Maintenance, Customer is granted the right to receive and use Content Updates as and when they are made generally available, for the Maintenance term, and only for the quantity, indicated on the applicable Transaction Document(s). This Agreement does not otherwise give Customer the right to obtain or use Content Updates, and any unauthorized access to or use of Content Updates is deemed a breach of this Agreement. Upon expiration or termination of the Maintenance Term, Customer must uninstall any Software component that facilitates the receipt of Content Updates and use of Content Updates after expiration or termination of the Maintenance term is a material breach of this License Agreement.
- 4.3. Software Updates/Upgrades, as provided pursuant to guidelines, may only be obtained for the Authorized Use Limitation or quantity indicated in the applicable Transaction Document. Any Software Updates/Upgrades to an existing license do not modify or alter Customer's Authorized Use Limitation or quantity. If Customer is permitted to transfer its licenses to a different Broadcom Software title, then Customer may receive a new Transaction Document on the condition that Customer cease using the replaced Broadcom Software prior to use of such replacement Broadcom Software. Software Updates/Upgrades are subject to the then-current version of this agreement.

5. THIRD PARTY TERMS

- 5.1. In the event that the Broadcom Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Broadcom Software (e.g., a user manual, user guide, or readme.txt or notice.txt file), and/or at legaldocs.broadcom.com (or

successor URL).

6. SOFTWARE PERFORMANCE WARRANTY

- 6.1. For Distributed Software. Broadcom warrants that the Distributed Software as defined in the Transaction Document will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the Broadcom Software subject to Customer's compliance with the Agreement.
- 6.2. For Mainframe Software. Broadcom warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

7. SOFTWARE PERFORMANCE WARRANTY REMEDY

- 7.1. If Broadcom has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for Broadcom to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Broadcom Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a prorata refund of the license fees paid and or Support fees. To Customer or Broadcom Partner (wherefrom the non-compliant Broadcom Offering was procured). If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the Broadcom Software is licensed under Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years. The above warranty remedies are Broadcom's sole obligation and Customer's sole and exclusive remedy for the breach of the above warranty.
- 7.2. Warranty remedies are conditioned upon (i) any error or defect reported is reasonably reproducible by Broadcom, (ii) the Broadcom Software is not modified and is being used in accordance with Broadcom Documentation, and (iii) the breach is not attributable in whole or in part to any non-Broadcom product(s) or service(s).

Resolution

Number 24-1554

Adopted Date November 12, 2024

APPROVING A MEMORANDUM OF UNDERSTANDING WITH FORENSIC
EVALUATION SERVICE CENTER ON BEHALF OF THE WARREN COUNTY JUVENILE
COURT

BE IT RESOLVED, to approve a Memorandum of Understanding with Forensic Evaluation Service Center for certain forensic evaluation services, effective October 01, 2024 through June 30, 2025, on behalf of the Warren County Juvenile Court; copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Forensic Evaluation Service Center
Juvenile Court



PROFESSIONAL
SERVICES
MEMO OF
UNDERSTANDING

Between the Forensic Evaluation Service Center and
WARREN COUNTY PROBATE-JUVENILE COURT

Thank you for the opportunity to serve you.

**FORENSIC EVALUATION SERVICES
MEMORANDUM OF UNDERSTANDING**

This Forensic Evaluation Services Memorandum of Understanding (this "MOU") is made and entered into this 1st day of October 2024 (the "Effective Date") by and between the Forensic Evaluation Service Center, with an address of 1244 Nilles Road, Suite 9, Fairfield, Ohio 45014 (the "FESC") and **The Warren County Board of Commissioners on behalf of The Warren County Probate-Juvenile Court**, with an address of **900 Memorial Dr. Lebanon OH 45036** (the "Court") (FESC and the Court may be individually referred to herein as a "Party" and collectively as the "Parties").

- A. The Court desires to engage with FESC to perform certain forensic evaluation services, more particularly described herein.
- B. FESC employs/contracts with licensed forensic psychologists and psychiatrists capable of performing and willing to perform forensic evaluation services for the Court.
- C. FESC and the Court hereby agree that FESC shall provide forensic evaluation services, and the Court shall compensate FESC for the same, pursuant to the terms and conditions of this MOU.

SECTION 1. GENERAL DESCRIPTION OF FORENSIC EVALUATION SERVICES. FESC shall provide the Court with professional forensic evaluation services, resulting in an expert opinion regarding the specific legal issue set forth in the signed Court Order mandating such services be performed. Forensic evaluation services shall include, but not be limited to, an in-person or secured video-based evaluation of the individual who is the subject of the requested expert opinion, a written report containing an expert opinion regarding the legal issue, and all related case consultation services and expert testimony (collectively, the "Services"). As a prerequisite to the performance of the Services, the Court shall complete a Referral Sheet, which is available at <https://fesc-oh.org/court-referral/>.

SECTION 2. WRITTEN REPORT AND EXPERT OPINION. As part of the Services provided hereunder, FESC shall prepare a written report containing FESC's expert opinion on the specified legal issue as defined in the Court Order. The report shall comply with the requirements set forth in Ohio Administrative Code 5122-29-07. By Ohio law, FESC shall strive to complete the initial in-person evaluation (or a HIPAA-compliant video platform evaluation unless otherwise specified by the referring court) and submit its written report to the Court within thirty (30) court days following the date of the Court's referral and after the return of a fully executed copy of this MOU. However, FESC may submit a written request to the Court for a reasonable extension of time to complete its written opinion, and the Court shall not unreasonably withhold its consent to such request. Unless otherwise required by law, FESC shall only release its password-protected written report and expert opinion to the Court through a secure channel. If the Court does not wish prior information or prior court reports to be considered for a given evaluation, the Court must notify the agency. Upon the report's release from FESC, the report shall become the sole property of the Court (subject to FESC's continuing statutory duty to maintain records pertaining to the case and report). The Court may thereafter distribute the report at its discretion, and the Court understands and agrees that it bears all responsibility associated with such distribution and protection of that information following the issuance of the report.

SECTION 3. STANDARD OF CARE. FESC warrants that the Services shall be performed by a psychologist/psychiatrist duly licensed in the State of Ohio and who has demonstrated expertise in their

licensed profession and in forensic evaluations and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FESC agrees that the Services shall be performed in accordance with all applicable federal, state, and local laws and regulations.

SECTION 4. CONFLICTS OF INTEREST. Prior to commencing the Services, FESC will attempt in good faith to identify any potential conflicts of interest that could prohibit its performance of the Services. Should FESC determine a conflict exists, it shall immediately notify the Court of the conflict and cease its performance of the Services associated with that referral until the conflict is resolved or the MOU is terminated.

SECTION 5. PAYMENT FOR SERVICES. The Court agrees to pay to FESC, and FESC agrees to accept from the Court, as full and complete payment for the Services performed by FESC, compensation calculated in accordance with the Fee Schedule attached hereto as Exhibit A and expressly incorporated herein by reference. Upon termination of this MOU due to the earlier of (i) the conclusion of the Services or (ii) termination pursuant to Section 8 herein, FESC shall submit an invoice to the Court in the full amount of its fees for Services performed through the effective date of termination. The Court shall submit full payment of the invoiced amount to FESC within thirty (30) days of its receipt of the invoice.

SECTION 6. ADDITIONAL FEE-BASED CONSULTATION SERVICES. The Court may contract with FESC for the provision of additional fee-based consultation services directed towards the development or improvement of individualized service plans and techniques involved in the delivery of behavioral health services. In the event the Court opts to contract with FESC for such additional services, the Court may contact the FESC Director of Forensic Services to arrange for the services, and the Parties will execute an Addendum to this MOU specifying the scope of the additional services and fees for the same.

SECTION 7. INDEMNIFICATION. FESC shall indemnify and hold harmless the Court, its employees, agents, and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs, and expenses arising out of or caused by claims related to the performance or nonperformance of this MOU, or errors or omissions, on the part of FESC, its employees or representatives.

SECTION 8. TERMINATION OF AGREEMENT. This MOU may be terminated by either Party for any reason whatsoever upon the provision of thirty (30) days prior written notice of such termination to the other Party. In the event of termination pursuant to this Section (8), FESC shall submit an invoice to the Court for Services rendered through the effective date of termination.

SECTION 9. ASSIGNMENT; THIRD PARTIES. FESC may not assign this MOU, in whole or in part, to any person or entity without the Court's express prior written consent.

SECTION 10. For the purposes of this MOU, any request or other notice required to be submitted to the other Party in writing may be given by certified mail, return receipt requested, or electronic mail. A writing shall be deemed properly given by electronic mail when the sending Party confirms the recipient Party's receipt of the message.

SECTION 11. WAIVER. Any failure by either Party to require strict compliance with any provision of this MOU shall not be construed as a waiver of such provision, and the Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION 12. RELATIONSHIP. FESC is an independent contractor for the Court in performing the Services under this MOU and shall not be considered an employee, agent, joint-venturer, or partner of the Court under any circumstances.

SECTION 13. SEVERABILITY. Any provision of this MOU later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

SECTION 14. ADDENDUM: ADDITIONAL SERVICES. Any modification of this MOU or agreement between the Parties to contract for additional services shall be binding only if evidenced in writing and executed by both Parties.

SECTION 15. COUNTERPARTS. This MOU may be executed in any number of counterparts, each of which, when so executed, will be deemed to be an original and all of which, taken together, will constitute *the same* MOU.

SECTION 16. ENTIRE AGREEMENT. This MOU, together with all exhibits and attachments hereto, embodies the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes other agreements and understandings, whether oral or written, express or implied.

SECTION 17. GOVERNING LAW. The laws of the State of Ohio shall govern this MOU. Any action to enforce any provision of this MOU shall be brought in a state court of competent jurisdiction located in Butler County, Ohio.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this MOU is executed as of the date of the last signature below.

Warren County Board of Commissioners' Representative *signature*:

THE COURT'S Representative *signature*:

* DAY

Court: Warren County Probate-Juvenile Court

Name:

Title: Warren County Board of Commissioners

Date: 11-12-24

APPROVED AS TO FORM

Adam M. Nice

Adam M. Nice

Asst. Prosecuting Attorney

Please verify/correct/complete your billing contact information.

- Billing Contact Name: Laura Schnecker
- Billing Contact EMAIL: laura.schnecker@co.warren.oh.us
- Billing Contact PHONE: 513-695-1615
- Billing Contact Mailing Address:
Warren County Probate-Juvenile Court 900 Memorial Dr. Lebanon 45036

FORENSIC EVALUATION SERVICE CENTER

Jenny O'Donnell

Dr. Jenny O'Donnell, Psy.D.

FESC CEO

JODonnell@FESC-OH.org

Date: 09/09/2024

EN01157.Public 01157 4825 0130-01G7v1

Checks should be made payable to Forensic Evaluation Service Center

1244 Nilles Road, Suite #9

Fairfield, OH 45014

COURT DIRECT LINE TO FESC: 513-869-2010

Direct Pay is available. Please contact us for that information – MNAPIER@FESC-OH.org

Warren County Probate-Juvenile Court

EXHIBIT A

to

Memorandum of Understanding

FEE SCHEDULE AS OF OCTOBER 1, 2024

- A. Rate for Evaluation** (not covered by 422 grant) per legal question of Referred Individual
- i. **Post-conviction CCP evaluations** - \$850
 - ii. **Municipal Court evaluations** - \$850
 - iii. **Intervention in Lieu of Conviction (ILC)** - \$800
 - iv. **Juvenile Court Transfers (Bindover, SOTA)** - \$900
- B. Rate for Courts of Common Pleas - Risk Assessment/Sex Offender Classification/Independent Evaluator 2nd Opinion (Pre-Conviction), etc.** – not covered by 422 funds -- \$2,000
- C. Flat Rate for Travel Time/Cost*** for Travel Mileage to a court's jail or courthouse from FESC to court for travel more than forty miles from the agency. *When possible, FESC will combine trips and only charge for the actual mileage spent or will request the defendant to be transported to the agency.* -- \$ TBD based on case
- D. Administrative Costs for Failed Evaluation** – in the case out of our control of the defendant's failure to be scheduled or to attend a scheduled appointment after multiple attempts at contacting them, or if the referral is withdrawn after significant time spent initiating the referral or if the defendant refuses to cooperate. -- \$85
- E. Testimony and Testimony Preparation** -- \$125 per hour
**A minimum of 1.0 hours Testimony fees shall be charged unless a subpoena to testify is canceled more than twenty-four (24) hours before the testimony date in addition to any time from the stated testimony time to when the Legal Examiner is discharged, regardless of testimony will be charged to the court. This could also include travel time when the court is more than 40 minutes from our center.
- F. Case Consultation** (testimony prep, for example) -- \$125 per hour
- G. Interpreter Services** – If interpreter services are required to complete an evaluation, FESC will alert the Court to the need and the potential cost. The Court will be billed for the interpreter services when the interpreter's bill is presented or when any other services are offered. FESC will use a court-certified interpretation service provider unless the Court designates another option. *FESC will use a bilingual-speaking psychologist/psychiatrist when possible, though that also comes with an additional cost.*
- H. Outpatient Competency Attainment Services - OCR**
We offer psycholegal education attainment services in person and virtually for youths and adults.
Youths – Instruction is \$95 per hour (typically two 1-hour sessions per week); Legal Examiner services are \$150 per hour (30-day status report, final evaluation).
An OHMHAS-funded grant covers counties from our catchment area for adult services.

I. **Mandatory Parenting Education Services – MPE**

We offer a four-hour research-based curriculum to divorcing parents led by a trained instructor. This class is appropriate for court-ordered MPE and is currently provided via live instructor video format. FESC will provide pre-scheduled appointments and resources to each parent. The individual parent registration form and more information are available on our website: <https://fesc-oh.org/parenting-during-divorce-class-registration/> - \$60 per parent payable by the parent or by the court through a prior arrangement.

*Travel costs are calculated by the Ohio state mileage rate plus \$26.50 per hour for travel.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Warren

I, Erin M. Nichting, PhD, holding the title and position of Forensic Director at the firm Forensic Walkabout Services 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.

Erin M. Nichting, PhD
AFFIANT

Subscribed and sworn to before me this 6th day of November 2024

[Signature]
(Notary Public),

Warren County.

My commission expires _____ 20 _____



MICHELLE A. CHEEK
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Sec 147.03 O.R.C.

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

Resolution

Number 24-1555

Adopted Date November 12, 2024

ENTERING INTO A CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into Classroom Training Agreement with the following company,
as attached hereto and made part hereof:

City of Lebanon
50 S. Broadway St.
Lebanon, Ohio 45036

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 5th day of November 2024, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **City of Lebanon, 50 S. Broadway St., Lebanon, Ohio 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.
- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF

Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.

- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- J. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- M. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- N. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- O. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- P. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no

placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

Q. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

R. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date.

Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

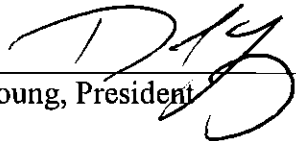
- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
See City of Lebanon employee	Manual <i>GB</i>

- U. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:


* 

David G Young, President

WORKSITE:

City of Lebanon

Worksite Name



Signature/Worksite Administrator 11/5/24

Date

City manager

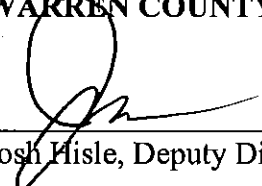
Title of Worksite Administrator

If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

N/A

Signature of Authorized Organized Labor Representative _____
Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



Josh Hisle, Deputy Director 11-6-24

Date

APPROVED AS TO FORM:



Adam Nice, Assistant Prosecuting Attorney

Attachment A

**Warren Co. TANF Summer Youth Employment Program
Request Form**

I. Agency Information:

Agency Name: City of Lebanon
 Address: 50 South Broadway, Lebanon OH 45036
 Phone: 513-228-3102 E-mail Sbrunka@lebanonohio.gov
 Agency Administrator: Scott Brunka
 Contact Person: Pam Stotts
 FEIN#: 31-6001058

II. Program Information: Work for the youth will begin at the worksite on or about _____ and continue until on or about _____. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of ___ hours per week, normally ___ hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 City buildings, parks, facilities

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

____ Yes No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

work duties would be transitioned instead

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Signature of Worksite Administrator/Title

11/5/24
Date

Josh Hisle
Josh Hisle, Deputy Director, OMJWC

11.6.24
Date

Resolution

Number 24-1556

Adopted Date November 12, 2024

ACKNOWLEDGING RECEIPT OF OCTOBER 2024 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the October 2024 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor (file)
S. Spencer
Krystal Powell

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	104,587,728.70	8,194,451.55	7,086,692.63	105,695,487.62	461,170.46	106,156,658.08
2201	SENIOR CITIZENS SERVICE LEVY	8,568,983.36	9,312.68	796,541.97	7,781,754.07	0.00	7,781,754.07
2202	MOTOR VEHICLE	12,030,895.15	1,169,300.22	1,521,066.60	11,679,128.77	188,114.00	11,867,242.77
2203	HUMAN SERVICES	1,387,163.91	457,442.13	538,207.24	1,306,398.80	14,146.89	1,320,545.69
2204	COVID19 EMERGENCY RENTAL ASSIS	1,665,539.70	0.00	0.00	1,665,539.70	0.00	1,665,539.70
2205	BOARD OF DEVELOPMENTAL DISABIL	38,598,796.45	374,021.35	4,448,134.42	34,524,683.38	63,392.41	34,588,075.79
2206	DOG AND KENNEL	375,882.06	9,714.15	37,749.37	347,846.84	4,301.00	352,147.84
2207	LAW LIBRARY RESOURCES FUND	136,384.37	34,065.38	25,061.54	145,388.21	0.00	145,388.21
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	25.69	0.00	0.00	25.69	0.00	25.69
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	10,115,620.52	0.00	1,032,718.79	9,082,901.73	192,666.90	9,275,568.63
2212	ONEOHIO OPIOID SETTLEMENT FUND	1,339,464.64	45,606.84	0.00	1,385,071.48	0.00	1,385,071.48
2213	TOURISM & ECON DEV SUPPORT FUN	12,000,000.00	0.00	0.00	12,000,000.00	0.00	12,000,000.00
2215	VETERAN'S MEMORIAL	10,130.84	0.00	0.00	10,130.84	0.00	10,130.84
2216	RECORDER TECH FUND 317.321	296,739.84	14,383.00	8,151.53	302,971.31	201.53	303,172.84
2217	BOE TECHNOLOGY FUND 3501.17	1,126,998.58	0.00	0.00	1,126,998.58	0.00	1,126,998.58
2218	COORDINATED CARE	732,708.03	0.00	21,103.00	711,605.03	1,872.00	713,477.03
2219	WIRELESS 911 GOVERNMENT ASSIST	524,730.22	27,254.80	17,881.14	534,103.88	0.00	534,103.88
2220	CP INDIGENT DRVR INTRLK/MONITG	13,613.10	175.06	0.00	13,788.16	0.00	13,788.16
2221	CC/MC INDIGENT DRIVER INTERLOC	123,861.94	364.18	0.00	124,226.12	0.00	124,226.12
2222	JUV INDIGENT DRIVER INTERLOCK	3,533.71	2.63	0.00	3,536.34	0.00	3,536.34
2223	PROBATE/JUVENILE SPECIAL PROJ	308,342.45	3,017.79	0.00	311,360.24	0.00	311,360.24
2224	COMMON PLEAS SPECIAL PROJECTS	180,357.26	7,390.00	6,900.00	180,847.26	2,250.00	183,097.26
2227	PROBATION SUPERVISION 2951.021	798,185.51	64,911.61	29,936.93	833,160.19	12,480.00	845,640.19
2228	MENTAL HEALTH GRANT	213,400.74	3,979.95	7,280.64	210,100.05	2,340.00	212,440.05
2229	MUNICIPAL MOTOR VEH PERMIS TAX	2,124,439.13	44,508.53	0.00	2,168,947.66	0.00	2,168,947.66

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2231	CO LODGING ADD'L 1%	120,313.08	89,311.31	120,313.08	89,311.31	0.00	89,311.31
2232	COUNTY LODGINGS TAX (FKA 7731)	360,971.40	267,933.68	360,971.40	267,933.68	0.00	267,933.68
2233	DOMESTIC SHELTER	29,448.00	4,375.00	0.00	33,823.00	0.00	33,823.00
2237	REAL ESTATE ASSESSMENT	7,881,654.22	25.00	185,953.42	7,695,725.80	0.00	7,695,725.80
2238	WORKFORCE INVESTMENT BOARD	251,089.81	211,062.72	403,265.69	58,886.84	100,483.96	159,370.80
2243	JUVENILE GRANTS	332,009.43	225.00	5,159.00	327,075.43	659.04	327,734.47
2245	CRIME VICTIM GRANT FUND	19,336.98	2,928.55	3,660.80	18,604.73	0.00	18,604.73
2246	JUVENILE INDIGENT DRIVER ALCOH	22,345.05	60.00	0.00	22,405.05	0.00	22,405.05
2247	FELONY DELINQUENT CARE/CUSTODY	792,430.17	0.00	108,953.57	683,476.60	2,493.64	685,970.24
2248	TAX CERTIFICATE ADMIN FUND	27,542.23	0.00	294.00	27,248.23	0.00	27,248.23
2249	DTAC-DELINQ TAX & ASSESS COLLE	878,580.30	0.00	15,624.16	862,956.14	1,040.00	863,996.14
2250	CERT OF TITLE ADMIN FUND	2,903,587.48	192,676.46	106,724.52	2,989,539.42	2,577.20	2,992,116.62
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	90,228.32	64,967.00	73,273.58	81,921.74	2,071.28	83,993.02
2255	MUNICIPAL VICTIM WITNESS FUND	92,246.53	0.00	8,051.92	84,194.61	0.00	84,194.61
2256	WARREN COUNTY SOLID WASTE DIST	1,032,923.50	15,215.40	26,024.63	1,022,114.27	0.00	1,022,114.27
2257	OHIO PEACE OFFICER TRAINING	267,317.11	31,116.39	550.00	297,883.50	0.00	297,883.50
2258	WORKFORCE INVESTMENT ACT FUND	185,499.82	53,465.16	48,463.58	190,501.40	14,297.00	204,798.40
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	0.00	14,345.12	14,345.12	0.00	0.00	0.00
2262	COMMUNITY CORRECTIONS MONITORI	948,616.13	21,061.08	15,691.50	953,985.71	320.00	954,305.71
2263	CHILD SUPPORT ENFORCEMENT	2,123,217.05	111,905.13	242,830.22	1,992,291.96	9,343.20	2,001,635.16
2264	EMERGENCY MANAGEMENT AGENCY	280,522.86	1,000.00	21,559.28	259,963.58	405.06	260,368.64
2265	COMMUNITY DEVELOPMENT	512,056.34	120,784.64	38,038.91	594,802.07	0.00	594,802.07

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2266	COMM DEV-ENT ZONE MONITOR FEES	118,063.00	0.00	0.00	118,063.00	0.00	118,063.00
2267	LOEB FOUNDATION GRANT	0.00	8,557.98	0.00	8,557.98	0.00	8,557.98
2268	INDIGENT GUARDIANSHIP FUND	298,499.48	2,010.00	151.97	300,357.51	0.00	300,357.51
2269	INDIGENT DRIVER ALCOHOL TREATM	816,757.04	6,492.40	5,844.84	817,404.60	0.00	817,404.60
2270	JUVENILE TREATMENT CENTER	172,264.77	293,612.62	107,783.87	358,093.52	83.50	358,177.02
2271	DTAC-PROSECUTOR ORC 321.261	427,145.49	0.00	3,235.84	423,909.65	0.00	423,909.65
2272	CP INDIGENT DRVR ALC TREATMT	65,687.41	0.00	0.00	65,687.41	0.00	65,687.41
2273	CHILDREN SERVICES	7,079,211.62	370,722.44	805,642.81	6,644,291.25	142,493.85	6,786,785.10
2274	COUNTY COURT COMPUTR 1907.261A	96,585.26	1,313.00	0.00	97,898.26	0.00	97,898.26
2275	COUNTY CRT CLK COMP 1907.261B	142,139.72	4,130.00	0.00	146,269.72	0.00	146,269.72
2276	PROBATE COMPUTER 2101.162	111,388.63	810.00	0.00	112,198.63	0.00	112,198.63
2277	PROBATE CLERK COMPUTR 2101.162	319,087.01	2,700.00	0.00	321,787.01	0.00	321,787.01
2278	JUVENILE CLK COMPUTR 2151.541	68,464.95	987.78	0.00	69,452.73	0.00	69,452.73
2279	JUVENILE COMPUTER 2151.541	53,999.73	297.56	0.00	54,297.29	0.00	54,297.29
2280	COMMON PLEAS COMPUTER 2303.201	105,107.74	1,279.50	0.00	106,387.24	0.00	106,387.24
2281	DOMESTIC REL COMPUTER 2301.031	8,675.43	219.00	0.00	8,894.43	0.00	8,894.43
2282	CLERK COURTS COMPUTER 2303.201	851,099.40	16,002.60	72,702.54	794,399.46	0.00	794,399.46
2283	COUNTY CT SPEC PROJ 1907.24B1	2,346,861.92	23,538.33	10,825.66	2,359,574.59	1,126.54	2,360,701.13
2284	COGNITIVE INTERVENTION PROGRAM	407,394.84	4,560.00	70.00	411,884.84	0.00	411,884.84
2285	CONCEALED HANDGUN LICENSE	786,112.87	5,887.50	6,012.56	785,987.81	349.00	786,336.81
2286	SHERIFF-DRUG LAW ENFORCEMENT	5,177.89	0.00	0.00	5,177.89	604.94	5,782.83
2287	SHERIFF-LAW ENFORCEMENT TRUST	442,612.96	0.00	673.06	441,939.90	203.13	442,143.03
2288	COMM BASED CORRECTIONS DONATIO	13,744.99	0.00	1,304.00	12,440.99	1,304.00	13,744.99
2289	COMMUNITY BASED CORRECTIONS	203,351.69	169,639.00	60,644.04	312,346.65	3,400.00	315,746.65
2290	HAZ MAT EMERG PLAN SPEC FUND	5.76	0.00	0.00	5.76	0.00	5.76
2291	SHERIFF-D.A.R.E. PROGRAM	1,904.32	0.00	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2293	SHERIFF GRANTS	5,012.00	1,000.00	0.00	6,012.00	0.00	6,012.00
2294	SHERIFF DARE LAW ENFORC GRANT	18,414.81	0.00	9,207.39	9,207.42	0.00	9,207.42
2295	TACTICAL RESPONSE UNIT	24,557.31	0.00	149.40	24,407.91	0.00	24,407.91
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	147,626.13	425.00	0.00	148,051.13	0.00	148,051.13
2298	REHAB INC FUNDS	100,432.46	0.00	0.00	100,432.46	0.00	100,432.46
2299	COUNTY TRANSIT	1,222,744.43	8,580.71	144,678.01	1,086,647.13	0.00	1,086,647.13
3327	BOND RETIREMENT SPECIAL ASSMT	183,489.95	0.00	0.00	183,489.95	0.00	183,489.95
3360	STATE OPWC LOAN	56,357.85	0.00	0.00	56,357.85	0.00	56,357.85
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	2,861,732.00	0.00	0.00	2,861,732.00	0.00	2,861,732.00
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	19,651.29	0.00	0.00	19,651.29	0.00	19,651.29
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	854,703.27	18,625.87	134,429.26	738,899.88	0.00	738,899.88
4438	NB COLUMBIA/3C RIGHT TURN LN	0.00	0.00	0.00	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	15,954,717.97	2,000.00	6,063,815.00	9,892,902.97	0.00	9,892,902.97

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4452	STEPHENS RD BRIDGE REPLACEMENT	215,835.55	0.00	0.00	215,835.55	0.00	215,835.55
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00
4454	FIELDS-ERTEL RD IMPROV PROJ	181,266.56	0.00	1,815.55	179,451.01	0.00	179,451.01
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4456	MAS MOR MIL PIKE ST BRIDGE	22,355.07	0.00	0.00	22,355.07	0.00	22,355.07
4457	HENDRICKSON RD BRIDGE PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4458	MAS MOR MIL RD BRIDGE-MASON	0.00	0.00	0.00	0.00	0.00	0.00
4459	ROACHESTER COZADDALE RD BRIDGE	2,993.06	0.00	0.00	2,993.06	0.00	2,993.06
4460	MCCLURE RD BRIDGE PROJ	15,807.38	0.00	0.00	15,807.38	0.00	15,807.38
4461	TOWNSHIP LINE RD BRIDGE PROJ	81,239.00	0.00	81,239.00	0.00	2,000.00	2,000.00
4462	COUNTY RD #182 BRIDGE REHAB	185,185.85	0.00	8,407.00	176,778.85	0.00	176,778.85
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4464	GROG RUN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4465	BUTLER WARREN RD BRIDGE PROJ	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	6,716,136.82	0.00	1,084,033.09	5,632,103.73	996,688.42	6,628,792.15
4479	AIRPORT CONSTRUCTION	496,840.57	0.00	45,375.98	451,464.59	0.00	451,464.59
4484	P&G TIF ROAD CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
4485	MIAMI VALLEY GAMING TIF	1,282,460.61	11,694.74	11,694.74	1,282,460.61	0.00	1,282,460.61
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4491	NEW COUNTY COURT CONSTRUCTION	10,152,303.17	0.00	883,552.52	9,268,750.65	0.00	9,268,750.65
4492	COMMUNICATION PROJECTS	3,200,759.08	0.00	99,517.20	3,101,241.88	7,816.70	3,109,058.58
4493	REDEVELOPMENT TAX EQUIV FUND	528,247.79	0.00	0.00	528,247.79	0.00	528,247.79
4494	COURTS BUILDING	1,049,757.24	0.00	48,412.03	1,001,345.21	0.00	1,001,345.21
4495	JAIL CONSTRUCTION SALES TAX	1,973,104.87	0.00	0.00	1,973,104.87	0.00	1,973,104.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,024,119.13	0.00	0.00	8,024,119.13	0.00	8,024,119.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	24,340,300.08	2,412,900.87	1,657,198.49	25,096,002.46	223,528.78	25,319,531.24
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	3,020,339.93	6,285.66	278,870.69	2,747,754.90	130,951.53	2,878,706.43
5580	SEWER REVENUE	28,091,149.54	1,562,418.92	1,072,410.13	28,581,158.33	282,368.82	28,863,527.15
5581	SEWER IMPROV-WC VOCATIONAL SCH	317,321.46	0.00	0.00	317,321.46	0.00	317,321.46
5583	WATER CONST PROJECTS	2,091,262.99	4,352.15	877,374.42	1,218,240.72	14,608.74	1,232,849.46
5590	STORM WATER TIER 1	356,834.32	0.00	0.00	356,834.32	0.00	356,834.32
6619	VEHICLE MAINTENANCE ROTARY	-4,212.66	56,803.57	36,630.62	15,960.29	5,246.33	21,206.62
6630	SHERIFF'S POLICING REVOLV FUND	1,619,479.61	268,354.71	415,269.47	1,472,564.85	0.00	1,472,564.85
6631	COMMUNICATIONS ROTARY	273,189.59	7,552.02	6,595.43	274,146.18	4,186.00	278,332.18
6632	HEALTH INSURANCE	485,087.66	1,976,745.54	1,982,305.25	479,527.95	31,183.03	510,710.98
6636	WORKERS COMP SELF INSURANCE	1,655,785.96	3,609.60	55,375.62	1,604,019.94	4,906.85	1,608,926.79
6637	PROPERTY & CASUALTY INSURANCE	255,873.72	0.00	0.00	255,873.72	0.00	255,873.72
6650	GASOLINE ROTARY	113,662.22	78,931.97	69,545.61	123,048.58	0.00	123,048.58
7707	P.E.R.S. ROTARY	2,703.44	0.00	0.00	2,703.44	0.00	2,703.44
7708	TOWNSHIP FUND	0.00	494,706.55	494,706.55	0.00	0.00	0.00
7709	CORPORATION FUND	98,714.55	215,768.80	301,651.15	12,832.20	0.00	12,832.20
7713	WATER-SEWER ROTARY FUND	216,359.70	5,025,023.89	4,413,231.22	828,152.37	2,616.04	830,768.41
7714	PAYROLL ROTARY	1,170,845.30	3,920,973.06	4,719,649.56	372,168.80	854,415.67	1,226,584.47
7715	NON PARTICIPANT ROTARY	52,408.80	0.00	60,854.80	-8,446.00	0.00	-8,446.00
7716	SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	2,486,615.92	2,149,015.36	19,596.84	4,616,034.44	24,544.01	4,640,578.45
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	2,174.32	2,095.20	0.00	4,269.52	0.00	4,269.52
7720	LOCAL GOVERNMENT FUND	0.00	388,834.19	388,834.19	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	9,156.07	0.00	9,156.07	0.00	9,156.07	9,156.07

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7722	CIGARETTE LICENSE TAX	915.80	84.23	125.54	874.49	125.54	1,000.03
7723	GASOLINE TAX	0.00	545,603.30	545,603.30	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	288,518.69	0.00	0.00	288,518.69	0.00	288,518.69
7725	UNDIVIDED WIRELESS 911 GOV ASS	0.00	54,509.62	54,509.62	0.00	13,627.41	13,627.41
7726	MOTOR VEHICLE LICENSE TAX	0.00	1,087,456.27	1,087,456.27	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	209,838.49	2,999.54	200,630.03	12,208.00	48,841.21	61,049.21
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	5,232.38	0.00	0.00	5,232.38	0.00	5,232.38
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00
7741	LIFE INSURANCE	3,482.05	11,319.00	12,212.38	2,588.67	12,212.38	14,801.05
7742	LIBRARIES	0.00	442,397.70	442,397.70	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	2,950.42	3,310.10	2,928.71	3,331.81	0.00	3,331.81
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	4,585.31	1,237,921.21	1,238,062.08	4,444.44	0.00	4,444.44
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	75,385.00	483,959.00	27,820.00	531,524.00	0.00	531,524.00
7757	MERCY PASS THROUGH TO TID	742,592.14	0.00	0.00	742,592.14	0.00	742,592.14
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	53,163.27	53,163.27	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,822.43	1,339.00	438.00	30,723.43	0.00	30,723.43
7766	ESCROW ROTARY	749,433.51	0.00	0.00	749,433.51	0.00	749,433.51
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7768	RE TAX PYMT PRO/PRE/SALES	15,434.62	7,818.76	0.00	23,253.38	0.00	23,253.38
7769	BANKRUPTCY POST PETITION CONDU	17,669.10	1,932.37	0.00	19,601.47	0.00	19,601.47
7772	LEBANON MUN ORD VIOLATION INDI	18,068.75	0.00	337.50	17,731.25	0.00	17,731.25
7773	SEX OFFENDER REGISTRATION FEE	0.00	0.00	0.00	0.00	125.00	125.00
7774	ARSON OFFENDER REGISTR FEE	317.00	0.00	0.00	317.00	0.00	317.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	20,146.62	13,243.00	17,173.75	16,215.87	0.00	16,215.87
7776	UNDIVIDED EVIDENCE SHERIFF	23,279.69	0.00	0.00	23,279.69	0.00	23,279.69
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	410,200.00	132,600.00	159,603.02	383,196.98	246,836.44	630,033.42
7779	UNDIVIDED DRUG TASK FORCE SEIZ	323,075.10	0.00	820.00	322,255.10	192.00	322,447.10
7781	REFUNDABLE DEPOSITS	420,342.73	9,497.96	18,471.94	411,368.75	6,996.42	418,365.17
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	0.00	0.00	0.00	0.00	0.00	0.00
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	0.00	94,332.70	0.00	94,332.70	0.00	94,332.70
7795	UNDIVIDED INDIGENT FEES	0.00	1,822.38	1,822.38	0.00	364.48	364.48
7796	MASON MUN ORD VIOLATION INDIGE	2,932.99	1,457.75	915.00	3,475.74	0.00	3,475.74
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	40,441.00	40,441.00	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	674,232.96	171.50	0.00	674,404.46	0.00	674,404.46
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,753,835.88	137,880.67	550,558.93	9,341,157.62	7,090.72	9,348,248.34

Financial Statement for 2024 Period 10



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9912	FOOD SERVICE	263,262.66	4,778.00	44,448.52	223,592.14	1,204.00	224,796.14
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	181,809.22	11,938.00	1,776.00	191,971.22	0.00	191,971.22
9925	SOIL & WATER CONSERVATION DIST	767,516.02	89,282.00	80,421.41	776,376.61	0.00	776,376.61
9928	REGIONAL PLANNING	371,050.02	11,151.00	36,495.82	345,705.20	121.40	345,826.60
9938	WARREN COUNTY PARK DISTRICT	2,134,114.31	93,817.19	140,993.09	2,086,938.41	34,837.87	2,121,776.28
9944	ARMCO PARK	370,877.66	85,821.68	112,806.12	343,893.22	9,716.43	353,609.65
9953	WATER SYSTEM FUND	54,338.70	2,108.00	1,176.43	55,270.27	308.90	55,579.17
9954	MENTAL HEALTH RECOVERY BOARD	16,867,234.79	1,049,010.56	1,500,425.87	16,415,819.48	401,990.41	16,817,809.89
9961	HEALTH GRANT FUND	155,031.55	59,936.81	210,217.82	4,750.54	0.00	4,750.54
9963	CAMPGROUNDS	2,790.12	456.00	0.00	3,246.12	0.00	3,246.12
9976	HEALTH - SWIMMING POOL FUND	179,805.02	0.00	1,843.56	177,961.46	0.00	177,961.46
9977	DRUG TASK FORCE COG	641,310.41	15,165.12	13,042.07	643,433.46	0.00	643,433.46
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		390,733,932.84	36,980,542.27	50,526,784.78	377,187,690.33	4,604,998.13	381,792,688.46

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for October, 2024 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

Resolution

Number 24-1557

Adopted Date November 12, 2024

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/lkl

cc: Auditor
Supplemental App. file
OMB (file)

APPROVING A SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND #6632

BE IT RESOLVED, to approve the following supplemental appropriation:

\$1,000,000.00 into #66320100-5932 (Health Ins – Medical/Rx Claims)

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

M
M
M

Resolution adopted this 7th day of November 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/js

cc: Auditor _____
Supplemental App. File
OMB (file)

Approved By
[Signature]
To be Ratified
Date: 11/12/24

Journal #203

Resolution

Number 24-1558

Adopted Date November 12, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 11/5/24 and 11/7/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-1559

Adopted Date November 12, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR GRAND COMMUNITIES, LLC FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION EIGHT, PHASE A SITUATED IN TURTLECREEK TOWNSHIP

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

BOND REDUCTION

Bond Number	: 22-005 (P/S)
Development	: Shaker Run, Section Eight, Phase A
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Reduction Amount	: \$11,463.74
Surety Company	: RLI Insurance Co. (CMS0347915)

BE IT FURTHER RESOLVED: the original amount of bond was \$42,975.74 and after the above reduction, the new required bond amount is \$31,512.00.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Grand Communities, LLC, Attn: Joey Wall, 3940 Olympic Blvd, Ste 400, Erlanger, KY 41018
RLI Insurance Co., 525 W. Van Buren St., Ste 350, Chicago, IL 60607
Engineer (file)
Bond Agreement File

Resolution

Number 24-1560

Adopted Date November 12, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR GRAND COMMUNITIES, LLC FOR COMPLETION OF IMPROVEMENTS IN SHAKER RUN, SECTION NINE SITUATED IN TURTLECREEK TOWNSHIP

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

BOND REDUCTION

Bond Number	: 21-016 (P/S)
Development	: Shaker Run, Section Nine
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Reduction Amount	: \$28,743.00
Surety Company	: RLI Insurance Co. (CMS0342299)

BE IT FURTHER RESOLVED, the original amount of bond was \$100,158.50 and after the above reduction, the new required bond amount is \$71,415.50.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Grand Communities, LLC, Attn: Joey Wall, 3940 Olympic Blvd, Ste 400, Erlanger, KY 41018
RLI Insurance Co., 525 W. Van Buren St., Ste 350, Chicago, IL 60607
Engineer (file)
Bond Agreement File

Resolution

Number 24-1561

Adopted Date November 12, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR GRAND COMMUNITIES, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR SHAKER RUN, SECTION TEN, PHASE B SITUATED IN TURTLECREEK TOWNSHIP

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

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

BOND REDUCTION

Bond Number	: 22-019 (P/S-M)
Development	: Shaker Run, Section Ten, Phase B
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Reduction Amount	: \$15,032.68
Surety Company	: RLI Insurance Co. (CMS0351545)

BE IT FURTHER RESOLVED: the original amount of bond was \$55,886.74 and after the above reduction, the remaining bond amount is \$40,854.06.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Grand Communities, LLC, Attn: Joey Wall, 3940 Olympic Blvd, Ste 400, Erlanger, KY, 41018
RLI Insurance Co., 525 W. Van Buren St., Ste 350, Chicago, IL 60607
Engineer (file)
Bond Agreement (file)

Resolution

Number 24-1562

Adopted Date November 12, 2024

APPROVING A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR GRAND COMMUNITIES, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR SHAKER RUN, SECTION TWELVE, PHASE A SITUATED IN TURTLECREEK TOWNSHIP

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

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

BOND REDUCTION

Bond Number	: 23-006 (P/S-M)
Development	: Shaker Run, Section Twelve, Phase A
Developer	: Grand Communities, LLC
Township	: Turtlecreek
Reduction Amount	: \$48,624.60
Surety Company	: RLI Insurance Co. (CMS0352550)

BE IT FURTHER RESOLVED: the original amount of bond was \$190,563.10 and after the above reduction, the remaining bond amount is \$141,938.50.

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Grand Communities, LLC, Attn: Joey Wall, 3940 Olympic Blvd, Ste 400, Erlanger, KY, 41018
RLI Insurance Co., 525 W. Van Buren St., Ste 350, Chicago, IL 60607
Engineer (file)
Bond Agreement (file)

Resolution

Number 24-1563

Adopted Date November 12, 2024

ENTERING INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH KENSINGTON DEVELOPMENT COMPANY OF OHIO, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING NORTH, SECTION 3 LOCATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

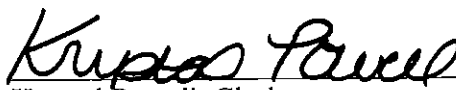
Bond Number	:	24-015 (W/S)
Development	:	Losh Landing North, Section 3
Developer	:	Kensington Development Company of Ohio, LLC
Township	:	Deerfield
Amount	:	\$34,218.00
Surety Bond	:	Capitol Indemnity Corporation (CIC 1955367)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cgb

cc: Kensington Development Company, 3333 Madison Pk Suite C, Ft. Wright, KY 41017
Capitol Indemnity Corporation, P.O. Box 5900, Madison, WI 53705-0900
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.
24-015 (w/s)
CIC1955367

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Kensington Development Company of Ohio, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing North
Subdivision, Section/Phase 3 (3) (hereinafter the "Subdivision") situated in
Deerfield (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 \$342,180.20,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 2 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 \$34,218.00 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:

Kensington Development Company of Ohio, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859) 250 _ 8285

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900, Madison, WI 53705 - 0900

Ph. (608) 829 - 4200

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

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

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

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

_____ **Original Escrow Letter** (attached)

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

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

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

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

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.

18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

Kensington Development Company of Ohio, LLC

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

SIGNATURE: 

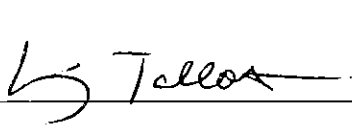
PRINTED NAME: Greg Berling

TITLE: President

DATE: 9/23/2024

SURETY: Capitol Indemnity Corporation

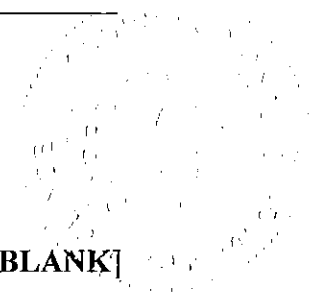
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

PRINTED NAME: Liz Talbott

TITLE: Attorney-in-Fact

DATE: 09/19/2024



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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 24-1563, dated 11-12-24

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * [Signature]

PRINTED NAME: David G Young

TITLE: President

DATE: 11-12-24

RECOMMENDED BY:

By: [Signature]
SANITARY ENGINEER

APPROVED AS TO FORM:

By: [Signature]
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

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RANDAL NOAH; LIZ TALBOTT; KATIE ROSE; NANCY NEMEC; TAMMY L. MASTERSON; TIFFIANY GOBICH-----
-----KELSEY BECKER; AUDRIA COLEMAN; KATHRINE KREKELER; MEGHAN SCHRAER; MARK NELSON-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

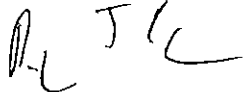
“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:



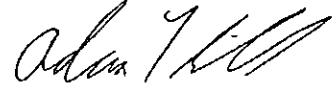
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer



Todd Burrick
Chief Underwriting Officer



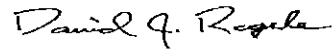
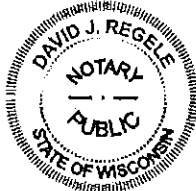
CAPITOL INDEMNITY CORPORATION



Adam L. Sills
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

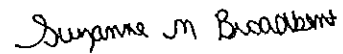
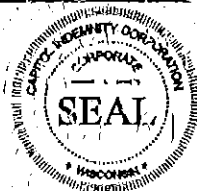


David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate. DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19th day of September, 2024



Suzanne M. Broadbent
Assistant Secretary

Resolution

Number 24-1564

Adopted Date November 12, 2024

ENTERING INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS)
SECURITY AGREEMENT WITH KENSINGTON DEVELOPMENT COMPANY OF OHIO,
LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN LOSH LANDING NORTH,
SECTION 3 SITUATED IN DEERFIELD 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	:	24-017 (P/S)
Development	:	Losh Landing North, Section 3
Developer	:	Kensington Development Company of Ohio, LLC
Township	:	Deerfield
Amount	:	\$112,148.72
Surety Company	:	Capitol Indemnity Corp. (CIC1955366)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

CIC1955366

This Agreement made and concluded at Lebanon, Ohio, by and between _____
Kensington Development Company of Ohio, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Capitol Indemnity Corporation (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Losh Landing North
Subdivision, Section/Phase 3 (3) (hereinafter the "Subdivision") situated in
Deerfield (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 \$560,743.61,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$12,440.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$112,148.72 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 \$112,148.72 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:

Kensington Development Company of Ohio, LLC

3333 Madison Pk Suite C

Ft. Wright, KY 41017

Ph. (859) 250 - 8285

D. To the Surety:

Capitol Indemnity Corporation

P.O. Box 5900, Madison, WI 53705 - 0900

Ph. (608) 829 - 4200

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

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

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

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

 Original Escrow Letter (attached)

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

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

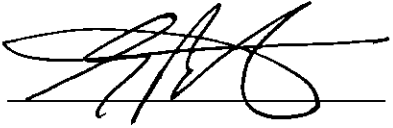
15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution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

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

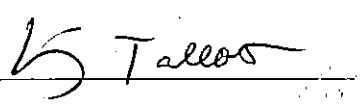
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners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

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

DEVELOPER:
Kensington Development Company of Ohio, LLC
Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 
PRINTED NAME: Greg Berling
TITLE: President
DATE: 9/22/2024


SURETY: Capitol Indemnity Corporation
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 
PRINTED NAME: Liz Talbot
TITLE: Attorney-in-Fact
DATE: 09/19/2024

[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 24-1564, dated 11-12-24

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * 

PRINTED NAME: David R Young

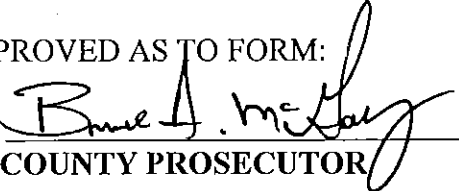
TITLE: President

DATE: 11-12-24

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

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----RANDAL NOAH; LIZ TALBOTT; KATIE ROSE; NANCY NEMEC; TAMMY L. MASTERSON; TIFFIANY GOBICH-----
-----KELSEY BECKER; AUDRIA COLEMAN; KATHRINE KREKELER; MEGHAN SCHRAER; MARK NELSON-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

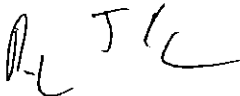
“RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.


In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of September, 2022.

Attest:



Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

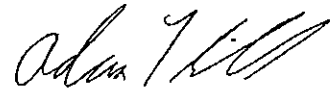


Todd Burrick
Chief Underwriting Officer

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

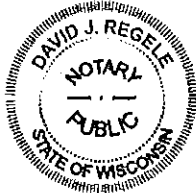


CAPITOL INDEMNITY CORPORATION



Adam L. Sills
Chief Executive Officer and President

On the 1st day of September, 2022 before me personally came Adam L. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

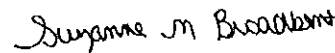


David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19th day of September, 2024



Suzanne M. Broadbent
Assistant Secretary

Resolution

Number 24-1565

Adopted Date November 12, 2024

APPROVING VARIOUS RECORD PLATS

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


- Losh Landing North Section 3 Final Plat – Deerfield Township

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Plat File
RPC

Resolution

Number 24-1566

Adopted Date November 12, 2024

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO WARREN COUNTY COURT FUND #11011280

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Warren County Court fund #11011280 in order to process a vacation payout for Richard Logan, former employee of Warren County Court:

\$2,456.00	from	#11011110-5882	(Genl BOCC – Vacation Leave Payout)
	into	#11011280-5882	(County Court –Vacation Leave Payout)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)
OMB

Resolution

Number 24-1567

Adopted Date November 12, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS' FUND
#11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000.00 from #11011110-5881 (Genl BOCC Sick Leave Payout)
into #11011110-5882 (Genl BOCC Vacation Leave Payout)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
OMB (file)

Resolution

Number 24-1568

Adopted Date November 12, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN COMMISSIONERS' FUND
#11011110

BE IT RESOLVED, to approve the following appropriation adjustments:

\$8,195.00	from	#11011110-5320	(Genl BOCC Capital Purchase)
\$ 429.27	from	#11011110-5460	(Genl BOCC Insurance)
\$ 491.54	from	#11011110-5830	(Genl BOCC Workers Comp)
\$9,115.81	into	#11011110-5820	(Genl BOCC Health & Life Ins)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
OMB (file)

Resolution

Number 24-1569

Adopted Date November 12, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00 from #11011150-5820 (Genl Pros Health & Life Ins)
into #11011150-5321 (Dt Bd Apr Cap BOCC)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

MRB/

cc: Auditor ✓
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 24-1570

Adopted Date November 12, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#10111240

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

\$2,000.00 from #11011240-5133 (JUV CT Derived Transcript)
 into #11011240-5210 (JUV CT Materials & Supplies)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 24-1571

Adopted Date November 12, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND
#11012200

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County
Sheriff's Office Fund #1101:

\$70,000.00	from #11012200-5820	(Sheriff Health & Life Insurance)
	into #11012200-5370	(Sheriff Non Data Board)
\$10,000.00	from #11012200-5400	(Sheriff Purchased Services)
	into #11012200-5370	(Sheriff Software Non Data Board)
\$65,000.00	from #11012200-5811	(Sheriff PERS)
	into #11012200-5317	(Sheriff Non Capital Purchases)
\$ 2,000.00	from #11012200-5400	(Sheriff Purchased Services)
	into #11012200-5317	(Sheriff Software Non Data Board)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1572

Adopted Date November 12, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
RECLAIM fund #2247:

\$10,000.00 from #22471242-5400 (Purchased Services)
into #22471242-5102 (Regular Salaries)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 24-1573

Adopted Date November 12, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE CLERK OF COURTS CERTIFICATE OF TITLE ADMINISTRATION FUND #2250

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 1,625.00 from #22501260-5080 (State Sales Tax)
into #22501260-5210 (Materials & Supplies).

\$ 2,475.00 from #22501260-5317 (Non Capital Purchase)
into #22501260-5210 (Materials & Supplies).

\$ 1,100.00 from #22501260-5830 (Workers Compensation)
into #22501260-5210 (Materials & Supplies).

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/js

cc: Auditor
Appropriation Adj. file
Clerk of Courts (file)

Resolution

Number 24-1574

Adopted Date November 12, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND #5510

WHEREAS, the Water and Sewer Department incurs overtime costs due to staffing needs, maintenance, repairs and projects; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs.

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

\$40,000.00 from 55103200-5102 (Regular Salaries)
into 55103200-5114 (Overtime Pay)

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor____
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 24-1575

Adopted Date November 12, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 12th day of November 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
TEL	CDW LLC	TEL- OT NETWORK NUTANIX HARDWA	\$ 60,396.00 *capital purchase/ state contract
FAC	MIAMI VALLEY POWER EQUIPMENT LLC	FAC ZERO TURN MOWER	\$ 9,053.29 *capital purchase/ state contract
FAC	ZIMMER TRACTOR INC	FAC KUBOTA UTILITY VEHICLE	\$ 36.68 *capital purchase/ state contract
ITD	OHIO STATE UNIVERSITY	ITD VMWARE SOFTWARE MAINTENANC	\$ 61,560.00 *software/ contract in packet
TEL	CDW LLC	TEL- ESXI ENVIRONMENT ADD RES	\$ 201,636.00 *capital purchase/ state contract

APPROVED 11/12/24 BY:



Martin Russell, County Administrator