

Resolution

Number 17-1293

Adopted Date August 22, 2017

HIRE KAYLA LALOR, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Kayla Lalor, 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 (40 hours per week), Pay Grade #8, \$18.30 per hour, under the Warren County Job and Family Services compensation plan, effective September 18, 2017, subject a negative drug screen and a 365 day probationary period; and


BE IT FURTHER RESOLVED, that Ms.Lalor will not receive the typical three percent (3%) increase upon completion of probation.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
Kayla Lalor's Personnel file
OMB – Sue Spencer

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

Resolution

Number 17-1294

Adopted Date August 22, 2017

ACCEPT RESIGNATION OF KAYCEE HOPKINS, EMERGENCY COMMUNICATIONS CALL TAKER, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE AUGUST 18, 2017

BE IT RESOLVED, to accept the resignation, of Kaycee Hopkins, Emergency Communications Call Taker, within the Warren County Emergency Services Department, effective August 18, 2017. Copy of letter of resignation attached hereto and made a part hereof.

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 day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
Kaycee Hopkins' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 17-1295

Adopted Date August 22, 2017

APPROVE A PAY INCREASE FOR KELLY FIEBIG WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, this board adopted Resolution #98-1460, October 8, 1998 adopting departmental work rules and compensation schedule for the Warren County Emergency Services and the Emergency Communications Operators; and

WHEREAS, Kelly Fiebig, Emergency Communications Operator within the Warren County Emergency Services, has successfully completed three (3) years of service as a Emergency Communications Operator on August 18, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Kelly Fiebig's pay increase to \$23.37 per hour, under the Warren County Emergency Services Schedule, effective pay period beginning August 18, 2017.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
K. Fiebig's Personnel File
OMB-Sue Spencer

Resolution

Number 17-1296

Adopted Date August 22, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JUSTIN KILDOW WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Justin Kildow, HVAC Tech I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective August 29, 2017; and

NOW THEREFORE BE IT RESOLVED, to approve Justin Kildow's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.23 per hour effective pay period beginning September 2, 2017.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
J. Kildow's Personnel File
OMB – Sue Spencer

Resolution

Number 17-1297

Adopted Date August 22, 2017

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR TITANIA MERCHANT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Titania Merchant, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective August 22, 2017 and

NOW THEREFORE BE IT RESOLVED, to approve Titania Merchant's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.07 per hour effective pay period beginning September 2, 2017.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
T. Merchant's Personnel File
OMB – Sue Spencer

Resolution

Number 17-1298

Adopted Date August 22, 2017

ACCEPT RESIGNATION, DUE TO RETIREMENT, OF ERICK HANCOCK, DEPUTY DOG WARDEN, WITHIN THE WARREN COUNTY DOG WARDEN DEPARTMENT, EFFECTIVE SEPTEMBER 25, 2017

BE IT RESOLVED, to accept the resignation, due to retirement, of Erick Hancock, Deputy Dog Warden within the Warren County Dog Warden Department, effective September 25, 2017, copy of letter of resignation attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Dog Warden (file)
Erick Hancock's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 17-1299

Adopted Date August 22, 2017

AUTHORIZE THE POSTING OF THE "DEPUTY DOG WARDEN" POSITION WITHIN THE WARREN COUNTY DOG WARDEN DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A).

WHEREAS, there exists an opening for the "Deputy Dog Warden" position within the Warren County Dog Warden Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Deputy Dog Warden" 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 August 23, 2017.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Dog and Kennel (file)
OMB – Sue Spencer

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

Resolution

Number 17-1300

Adopted Date August 22, 2017

DESIGNATE DEPOSITORIES FOR ACTIVE, INACTIVE AND INTERIM FUNDS OF PUBLIC MONIES OF WARREN COUNTY, OHIO

WHEREAS, this Board of County Commissioners, Warren County, Ohio, and the Warren County Treasurer have estimated the aggregate maximum amount of inactive and interim funds subject to its control for the depository period ending August 31, 2021; and

WHEREAS, on July 31, 2017, this Board received applications from six (6) qualifying financial institutions of this County for the award of active, inactive and interim funds for the period of August 23, 2017, through August 31, 2021, in accordance with Ohio Revised Code Section 135.33; and

NOW THEREFORE BE IT RESOLVED, that the following qualifying financial institutions are eligible depositories for active, inactive and interim funds, and the same are hereby designated as depositories for the inactive and interim fund of Warren County, Ohio for the period ending August 31, 2021:

The Farmers State Bank	Peoples Bank, National Association
The Huntington National Bank	LCNB National Bank
PNC Bank, National Association	1st National Bank

BE IT FURTHER RESOLVED, that the County Treasurer be and is hereby authorized and directed to make the award of active, inactive and interim deposits in accordance with the applications received as of the 31st day of July 2017, and to make such subsequent awards as he deems advisable during the designation period; and


BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to certify copies of this resolution to the County Treasurer, the County Auditor, and the financial institutions named herein.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Treasurer (certified)
Financial Institutions (certified)

Auditor ____ (certified)
Depositories file

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, The Farmers State Bank a financial institution
(full corporate name of financial institution)
 corporation under the laws of the State of Ohio located and doing business
(United States or, Ohio)
 within Darke County, Ohio, is hereinafter referred
 to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of
 Eighteen Million Nine Hundred Thirty Nine Thousand One Dollars (\$ 18,939,118)
 Hundred Eighteen
 and thirty percent (30%) total assets of Forty Nine Million Nine Hundred Thousand Dollars
 and Six Hundred Eighty Two Dollars
 (\$ 49,900,682) as shown in the financial statement attached to the application or applications of
 the Financial Institution, has in writing proposed to the Warren County Board of Commissioners,
(political subdivision)
 that for the full term beginning 8/23/2017 and ending 8/31/2021
 both inclusive, it will accept for deposit and safekeeping the maximum sum of Zero Dollars
 Dollars (\$ 0.00)
 or any part thereof of the active deposits of the Warren County Board of Commissioners,
(political subdivision)
 and it will accept for deposit and safekeeping the maximum sum of _____
Five Million Dollars Dollars (\$ 5,000,000.00) of the inactive deposits of
 the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of
 the Revised Code;

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform
 Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated
 Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions
 by said Warren County Board of Commissioners,
(political subdivision)
 security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying
 eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety
 company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Warren County Board of Commissioners has accepted
(political subdivision)
 the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for,
 and has selected said Financial Institution as one of its depositories for and during the period or periods of
 time as follows for the sum herein set forth:

Zero Dollars Dollars (\$ 0.00)

for the period beginning 8/23/2017
 and ending 8/31/2021 as active deposits; and

Five Million Dollars Dollars (\$ 5,000,000.00)

for the period beginning 8/23/2017
 and ending 8/31/2021 as inactive deposits; and

Five Million Dollars Dollars (\$ 5,000,000.00)

for the period beginning 8/23/2017
 and ending 8/31/2021 as interim deposits

both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of
 interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of

which active, and interim deposits awarded totals Five Million Dollars

Dollars (\$ 5,000,000.00), a total which does not
 exceed the limit set by Section 135.03, of the Revised Code, thirty percent of the total assets of the
 Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said _____

Warren County Board of Commissioners and in consideration of the deposit
(political subdivision)

and use, as aforesaid, of said moneys of said Warren County Board of Commissioners
(political subdivision)

said Financial Institution now hereby agrees to receive from said Warren County Board of
(political
Commissioners the sum of Five Million Dollars Dollars
subdivision)

(\$ 5,000,000.00) of the moneys of said Warren County Board of Commissioners
(political subdivision)
coming into the hands of the Treasurer of said Warren County Board of Commissioners
(political subdivision)

as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Warren County Board of Commissioners
(political subdivision)

for the benefit of said Warren County Board of Commissioners and to its satisfaction,
(political subdivision)
and to the satisfaction of the legal adviser of Warren County Board of Commissioners
(political subdivision)

as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

as required by law _____ Amount as required by law _____

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Warren County Board
(political
of Commissioners executed by such authorized person(s) and according to such procedure as said
subdivision)

_____ may designate and prescribe; such interim deposits
(political subdivision)
shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Warren County Board
(political
of Commissioners on the last business day of each month during any time that a part
subdivision)
of the award is on deposit a statement showing the balance of such active, and inactive moneys in its posses-

sion, and Warren County Board of Commissioners in consideration of the agreements of
(political subdivision)
said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning

8/23/2017 and ending 8/31/2021

both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands

of the Treasurer of Warren County Board of Commissioners
(political subdivision)

as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers,
this 23 day of August, 2017

The Farmers State Bank
(Full Name of Financial Institution)

By J. Anthony Brown Name President/CEO Title of Office Held

By Matt Webster Name C.F.O. Title of Office Held

Warren County Board of Commissioners
(Name of Political Subdivision)

By [Signature] Name President Title of Office Held

By _____ Name _____ Title of Office Held

By [Signature] Name Commissioner Title of Office Held

For Internal Use Only:

Account Number(s): _____



**AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS
OHIO**

This Agreement is entered into this 17th day of July, 2017 by and between The Huntington National Bank, a national banking institution organized under the laws of the United States (hereinafter referred to as the "Financial Institution") and Board of County Commissioners Warren County, Ohio of Lebanon, Ohio (hereinafter referred to as the "Subdivision").

WHEREAS, The Huntington National Bank is a financial institution located and doing business within Lebanon, Warren County, Ohio, having as of March 31, 2017 capital funds as defined by Section 135.01(c) of the Ohio Revised Code of Ten Billion, Seven Hundred Fifteen Million, One Hundred Twelve Thousand Dollars (\$10,715,112,000.00) and total assets of Ninety Nine Billion, Eight Hundred Sixty Eight Million, Six Hundred Fifty Five Thousand Dollars (\$99,868,655,000.00); and

WHEREAS, Financial Institution has in writing proposed to the Subdivision that for the period commencing August 23, 2017 through August 31, 2021 inclusive, the Financial Institution will accept for deposit and safekeeping the following:

- (a) The maximum sum of \$100,000,000.00 or any part thereof of the active deposits of said Subdivision; and
- (b) The maximum sum of \$325,000,000.00 or any part thereof of the inactive deposits of said Subdivision,
- (c) The total sum of such active and inactive deposits totals \$425,000,000.00.

as these terms are defined in Section 135.01 of the Ohio Revised Code; and

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the Subdivision or designated trustee, as security for the repayment of all public moneys to be deposited in the Financial Institution by said Subdivision, (a) security of the kind specified in Section 135.18 or 135.181 and any other sections of the Ohio Revised Code specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 or 135.181 of the Ohio Revised Code, or (b) surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Subdivision has accepted the said proposal of said Financial Institution, in whole or in part, and has selected said Financial Institution as one of its depositories for the period or periods of time set forth above, and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its proposal for the deposit of public moneys; and

WHEREAS, the total of such active and inactive deposits awarded does not exceed the limit set by Section 135.03 of the Revised Code of 30% of the total assets of the Financial Institution.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Designation. For and during the period of time beginning August 23, 2017 and ending August 31, 2021 both inclusive, Subdivision will and does designate said Financial Institution as a

depository of money belonging to it in the amounts set forth above.

2. Active Deposits. Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Subdivision executed by such authorized person(s) or officer(s) and according to such procedure as said Subdivision may designate and prescribe.

3. Inactive Deposits. Said Financial Institution hereby agrees to receive from said Subdivision, the sums set forth above, of the moneys of said Subdivision coming into the hands of the Treasurer of said Subdivision, in an account or accounts. Inactive deposits shall be held in time deposit account(s), each of which shall mature not later than the end of the period of designation and which may be payable upon written notice to be given a specified period before the date of repayment.

4. Pledge of Securities. Said Financial Institution further agrees that to secure the performance of its obligations hereunder, under said proposal and under the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge for the benefit of said Subdivision and to its satisfaction, and to the satisfaction of the legal adviser of said Subdivision as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 or 135.181 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 or 135.181 of the Revised Code. The said Financial Institution will offer the following security to secure said award:

Deposits shall be collateralized in accordance with Section 135.181 Ohio Revised Code.

5. Statements. Said Financial Institution shall file with the Treasurer of Subdivision as of the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active moneys in its possession.

6. Use of Deposits. Financial Institution is allowed the full use, for its lawful and proper purposes of the daily balance, of deposits of the moneys coming into the hands of the Treasurer of said Subdivision as such Treasurer, in the Treasurer's account(s) in said Financial Institution; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal and all within the limits and under and subject to the terms, conditions and stipulations set forth in this Agreement.

7. Surety. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution.

8. Amendment of State or Federal Law. This Agreement shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

9. Assignment. Neither party may assign or transfer this Agreement without the written consent of the other party; provided however, that Financial Institution may assign or transfer this Agreement to any successor, subsidiary, parent or affiliate of Financial Institution, or pursuant to any merger, sale, consolidation or other internal reorganization of Financial Institution upon the giving of notice to the Subdivision.

10. Rules & Regulations: Entire Agreement. The rules and regulations published by the Financial Institution from time to time shall govern the accounts established by the Subdivision, except as expressly provided herein. This Agreement, and any agreement, documents and instruments executed and delivered pursuant thereto or in connection herewith, or incorporated herein by reference, contains the entire agreement of the parties hereto and as contemplated thereby and

supersedes all prior discussions, understandings or agreements between the parties hereto.

11. Severability. If at any time any provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

12. Notices. All notices, requests, demands or other communications and deliveries required or authorized under this Agreement shall (a) be in writing, (b) be sent by certified or registered mail, return receipt requested, by personal delivery or by overnight courier service, to the parties respective addresses on the first page hereto and to the attention of the person executing this Agreement, or to such other address and/or person as a party may designate by written notice to the other party, and (c) be effective when deposited with the United States Postal Service if sent by mail, when actually delivered if sent by personal delivery, or when deposited with the carrier if sent by overnight courier.

13. Termination. Notwithstanding the period of designation, either party may terminate this agreement by giving written notice to the other party no later than thirty (30) calendar days before the effective day of the termination.

14. Amendment. This Agreement may not be amended or modified except in a writing signed by both parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duly authorized officers.

Financial Institution:

THE HUNTINGTON NATIONAL BANK

By: Michael J. Mestemaker Date: 7-17-17

Michael J. Mestemaker
Vice President

Subdivision:

Board of County Commissioners Warren County, Ohio

By: Tom Brassmann Date: 8/22/17

Name: Tom Brassmann

Title: President

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of United States of America located and doing business within Warren County, Ohio, hereinafter referred to as the "Bank", having capital funds as defined by Section 135.01(c) of the Revised Code of Twenty Eight Billion Six Hundred Nine Million One Hundred Twenty Five Thousand and 00/100 Dollars (\$28,609,125,000.00) and thirty percent (30%) assets of Three Hundred Sixty Billion Three Hundred Forty Eight Million Six Hundred Forty Five Thousand and 00/100 Dollars (\$360,348,645,000.00) as shown in the financial statement attached to the application or applications of the Bank, has in writing proposed to the Warren County, that for the full time beginning August 23, 2017 and ending August 31, 2021, both inclusive, it will accept for deposit and safekeeping the maximum sum of Two Hundred Million and 00/100 Dollars (\$200,000,000.00) or any part thereof of the active deposits of the Warren County; it will accept for deposit and safekeeping the maximum sum of Two Hundred Million and 00/100 Dollars (\$200,000,000.00) or any part thereof of the interim deposits of said subdivision; and it will accept for deposit and safekeeping the maximum sum of Zero and 00/100 Dollars (\$0.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Bank has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Bank by said Warren County, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Warren County has accepted the said proposal of said Bank, either as the whole or part of the amount of deposit proposed for; and has selected said Bank as one of its depositories for and during the period or periods of time as follows for the sum herein set forth; Two Hundred Million and 00/100 Dollars (\$200,000,000.00) for the period beginning August 23, 2017 and ending August 31, 2021 as active deposits, and Two Hundred Million and 00/100 Dollars (\$200,000,000.00) for the period beginning August 23, 2017 and ending August 31, 2021 as interim deposits, and Zero and 00/100 Dollars (\$0.00) for the period beginning August 23, 2017 and ending August 31, 2021 as inactive deposits, and both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive and interim deposits set forth in its applications for the deposit of public moneys; the total of which active, interim, and inactive deposits awarded totals Four Hundred Million and 00/100 Dollars (\$400,000,000.00) a total which does not exceed the limit set by Section 135.03, of the Revised Code of thirty percent (30%) of the Bank's assets;

NOW, therefore, in consideration of said acceptance and award on the part of said acceptance and award on the part of said Warren County, and in consideration of the deposit and use, as aforesaid, of said moneys of said Warren County said Bank now hereby agrees to receive from said Warren County the sum of Four Hundred Million and 00/100 Dollars (\$400,000,000.00) of the moneys of said Warren County coming into the hands of the Treasurer of said Warren County as such Treasurer, in an account or accounts known as the Active, Interim and/or Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act, together with amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Bank further agrees that to secure the performance of its obligations hereunder and under said proposal, the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Warren County for the benefit of said Warren County and to its satisfaction, and to the satisfaction of the legal advisor of said Warren County, as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Bank will offer the following security to secure said award.

Type of securities deposited or security offered:

Eligible securities in accordance with Section 135.182 of the Uniform Depository Act of Ohio (POOLED ASSETS).

Said Bank further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, any time be drawn against by check of the Warren County executed by such authorized person(s) or officer(s) and according to such procedure as said Warren County may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing in thirty or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Bank also agrees to file with the Treasurer of Warren County on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, interim, and inactive moneys in its possession, and said Warren County in consideration of the agreements of said Bank, heretofore set forth, agrees that for and during the period of time beginning August 23, 2017 and ending August 31, 2021 both inclusive it will and does designate said Bank as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Bank the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Warren County in the Treasurer's Account in said Bank, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Bank's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Bank with each and all of the provisions, terms, limitations, conditions, and stipulations herein before mentioned, and for the performance hereof said Bank. It is further agreed that this contract shall

become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations there under, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duly authorized officers of said parties, this 22 day of August, 2017.

PNCBANK, National Association

BY: 
J. Chris Woolums, Vice President

WARREN COUNTY

BY:  Paul Brown President, Bd of Commission
Name Title of Office Held

BY:  Shannon Jones Commissioner
Name Title of Office Held

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF COUNTY FUNDS

This is an agreement between Peoples Bank, a State bank located and doing business in Warren County (County) through an office in Lebanon (City or Township); and Warren County (County) whereby the county accepts the bank's offer to serve as public depository during the period from August 23, 2017 to August 31, 2021 inclusive.

Therefore, under this agreement the county will appoint Peoples Bank as its depository and will deposit funds as enumerated below: (Bank)

a) The county will deposit active funds and the bank will accept to a maximum of \$ 25,000,000.00 or any part thereof. For the service of making active funds accessible on demand by check, draft or other similar instrument, the bank may charge a reasonable fee as contemplated in Section 135.33 (D) of the Ohio Revised Code.

b) Under the provisions of Section 135.35 (A) (3), Warren County (County) will invest its inactive deposits in Peoples Bank. The bank will issue Certificates of (Bank)

Deposit or savings or deposit accounts during the period of designation in the amount requested. The following is a schedule of interest rates presently being paid on such deposits. Interest is payable at maturity thereof or at the time of withdrawal prior thereto.

- \$ -0- to be held for not less than NA days inclusive at NA %
\$ -0- to be held for not less than NA days inclusive at NA %
\$ -0- to be held for not less than NA days inclusive at NA %
\$ -0- to be held for not less than NA days inclusive at NA %

These interest rates are subject to change from time to time. Current rate quotations should be obtained from the bank during normal business hours. If a deposit is renewed, it shall carry the then prevailing interest rate on that type of deposit.

The bank will secure all public monies however deposited or invested, at the bank's option, under either Section 135.18 or Section 135.181 in an amount to meet the requirements of Chapter 135 of the Ohio Revised Code.

On the last business day of each month during the period that any funds awarded under this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing such monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of Chapter 135 of the Ohio Revised Code and any amendments thereto. The bank also further agrees that it will abide by any state and federal laws, rules or regulations pertaining to such deposits, or the adoption of any amendments thereunder. If any such laws, rules or regulations are changed or amended during the terms of the designation as public depository, and if such change of law or regulations causes this contract to become unlawful, at the bank's option, this contract shall be limited so as not to extend beyond the date when such change becomes effective.

As part of this agreement, the depositor agrees to be subject to the rules, which govern the accounts in which the funds may be deposited or invested. Also, the depositor agrees to provide the bank with the names and signatures of those persons authorized to execute drafts, make withdrawals or otherwise deal in these accounts and investments and to provide documentation establishing these persons authority as the bank may request.

Warren County (County) By: [Signature] Peoples Bank (Bank) By: [Signature]
Warren County (County) By: [Signature] Peoples Bank (Bank) By: [Signature]

Funds PDA
PDC-C

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF COUNTY FUNDS

This is an agreement between LCNB National Bank, a National bank located and doing business in Warren County through an office in Lebanon, Ohio; and Warren County whereby the county accepts the bank's offer to serve as public depository during the period from August 23, 2017 to August 22, 2021 inclusive.

Therefore, under this agreement the county will appoint LCNB National Bank as its depository and will deposit funds as enumerated below:

- a) The county will deposit active funds and the bank will accept to a maximum of \$70,000,000.00 or any part thereof. For the service of making active funds accessible on demand by check, draft or other similar instrument, the bank may charge a reasonable fee as contemplated in Section 135.33(D) of the Ohio Revised Code.
- b) Under the provisions of Section 135.35(A) (3), the County will invest its inactive and interim deposits in LCNB National Bank up to the maximum amount of \$35,000,000.00. The bank will issue Certificates of Deposit or savings or deposit accounts during the period of designation in the amount requested.
Interest is payable at maturity thereof or at the time of withdrawal prior thereto.
Funds will be held for maturities as requested, at Market rates of interest to be quoted at times of deposit.

Current rate quotations should be obtained from the bank during normal business hours. If a deposit is renewed, it shall carry the then prevailing interest rate on that type of deposit.

The bank will secure all public monies however deposited or invested, at the bank's option, under either Section 135.18 or Section 135.181 in an amount to meet the requirement of Chapter 135 of the Ohio Revised Code. It is understood that the bank may substitute securities eligible to secure public funds in the pool authorized by Section 135.181 as it chooses, so long as the pool is adequate to secure all public funds on deposit.

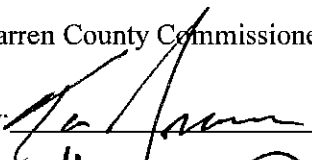
The bank may choose to secure public funds deposits with an approved line of credit but will do so only after executing an additional agreement with the county.

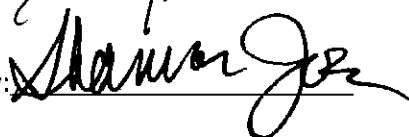
On the last business day of each month during the period that any funds are awarded under this agreement are on deposit with the bank, the bank will furnish a statement showing the balance of such active monies in its possession. The bank may charge a reasonable fee for providing such monthly statements under this agreement.

The bank agrees that it will comply with all the requirements of Chapter 135 of the Ohio Revised Code and any amendments thereto. The bank also further agrees that it will abide by any state or federal laws, rules or regulations pertaining to such deposits or the adoption of any amendment thereunder. If any such law, rules, or regulations are changed or amended during the terms of designation as public depository, and if such change of law or regulation causes this contract to become unlawful, at the bank's option, this contract shall be limited so as not to extend beyond the date when such change becomes effective.

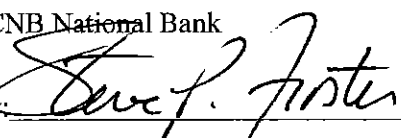
As a part of this agreement, the depository agrees to be subject to the rules which govern the accounts in which the funds may be deposited or invested. Also, the depositor agrees to provide the bank with the names and signatures of those persons authorized to execute drafts, make withdrawals or otherwise deal in these accounts and investments and to provide documentation establishing these persons authority as the bank may request.


Warren County Commissioners

By: 

By: 

LCNB National Bank

By:  President/CEO

By:  Executive V. P.

APPLICATION FOR DEPOSIT OF PUBLIC MONEYS

To the Commissioners of **Warren County, Ohio**

The undersigned **1st National Bank**, a banking corporation under the laws of the United States of America, located and doing business within **Warren County**, hereby makes application to be designated as a depository for inactive and/or interim and/or active funds belonging to said **Warren County** for a period ending on the **31st day of August, 2021** in the total amount of **Fifteen Million Dollars (\$15,000,000)**, which amount is not in excess of thirty per cent of the applicant's total non-public deposit liability of \$120,313,921 as revealed by the financial statement attached hereto.

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as inactive deposits at any one time during the period covered by this designation is a total of **Fifteen Million Dollars (\$15,000,000)**, to be held:

\$ _____ for not less than _____ days at _____ per cent interest;

\$ _____ for not less than _____ days at _____ per cent interest;

\$ _____ for not less than _____ days at _____ per cent interest;

\$ _____ for not less than _____ days at _____ per cent interest;

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as interim deposits at any one time during the period covered by this designation is a total of **Fifteen Million Dollars (\$15,000,000)**, to be held:

\$ _____ for not less than _____ days at _____ per cent interest;

\$ _____ for not less than _____ days at _____ per cent interest;

\$ _____ for not less than _____ days at _____ per cent interest;

\$ _____ for not less than _____ days at _____ per cent interest;

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as active deposits at any one time during the period covered by this designation is a total of **Fifteen Million Dollars (\$15,000,000)**.

This application is accompanied by a financial statement of the applicant under oath of its **Cashier** in such detail as to show the capital funds of the applicant as of the date of its latest

report to the Superintendent of Banks, Federal Home Loan Bank Board, or Comptroller of the Currency, adjusted to show any changes therein made prior to the date of the application.


The undersigned, if designated as depository, will comply in all respects with the laws of Ohio relative to the deposit of such funds and will furnish as security for funds deposited over the amount insured by the Federal Deposit Insurance Corporation,¹ **U S Treasuries, U S Agencies, or Municipal Securities** in the aggregate amount of **Fourteen Million Seven Hundred Fifty Thousand Dollars (\$14,750,000.00)**.

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be hereunto affixed and these presents to be signed by our President and our Senior Vice President and Cashier, this **25th** day of **July, 2017**.

1ST NATIONAL BANK



B. Robert Harlow, President



Dee Dee Verhoff, Senior Vice President and Cashier

¹ Surety company bond; acceptable securities as enumerated in R.C. 135.18; first mortgages as provided in R.C. 131.09. These securities shall be deposited with the treasurer of the governing board, or as otherwise authorized by law.

AUTHORIZATION TO SUBSTITUTE SECURITIES

This authorization is entered into between **1st National Bank**, a banking corporation under the laws of the United States of America, located and doing business within **Warren County, Ohio** (hereinafter "Bank"), and **Warren County, Ohio**, a public depositor as the term is used in R.C. 135, *et seq.* (hereinafter "Public Depositor").

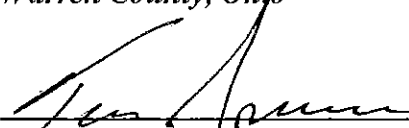
WHEREAS, Public Depositor and Bank have entered into an Agreement for Deposit of Public Funds whereby Bank serves as a depository for Public Depositor, with certain deposits being secured by certain eligible securities.

WHEREAS, Bank desires, to the extent allowed by R.C. 135.18(H), the authority to substitute or exchange certain eligible securities as security for Public Depositor's deposits, and Public Depositor desires to so authorize Bank.

WHEREFORE, pursuant to R.C. 135.18(H), Public Depositor hereby authorizes Bank, at any time and on a continuing basis from the date of execution of this Authorization to the termination date of the Agreement for Deposit of Public Funds, to substitute or exchange eligible securities having a current market value equal to or greater than the current market value of the securities then on deposit. Bank may make such substitution or exchange without specific authorization from Public Depositor's governing board, boards, or treasurer of any substitution. This authorization shall remain in effect from the date of execution of this authorization to the termination date of the parties' Agreement for Deposit of Public Funds. The trustee for Bank and Public Depositor may rely on this authorization for this period.

WITNESS our signatures this 25th day of July, 2017.

Warren County, Ohio


By: Tom Grossmann

1ST NATIONAL BANK


B. Robert Harlow, President

Resolution

Number 17-1301

Adopted Date August 22, 2017

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

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

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


BE IT FURTHER RESOLVED, to charge each parcel with building values greater than \$10,000.00 in the townships listed above an amount of \$10.00 per year that will be placed annually on the tax duplicate by the County Auditor as permitted under Section 6117.02 of the Ohio Revised Code.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (certified)
Engineer (file)

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

Resolution

Number 17-1302

Adopted Date August 22, 2017

AUTHORIZE THE BOARD TO ENTER INTO AGREEMENT WITH ALLSTATE TOWER, INC ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to authorize the Board to approve the attached Proposal Contract for the mobilization and repair of the Warren County EOC Tower; as attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Allstate Tower, Inc.
Telecom (file0)



232 Heilman Avenue
PO Box 25
Henderson, KY 42419
P: (270) 830-8512
F: (270) 228-4551
www.pttg.com

Date: ~~August 8, 2017~~ July 31, 2017

Gary Hardwick
Radio Systems Manager
Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
Tel: (513) 695-2860 Fax: (513) 695-2973

Subject: Proposal

Gentlemen:

Please find enclosed our proposal for the above subject work. Prior to the start of work, we will furnish certificates of insurance evidencing general liability insurance as well as statutory limits of workman's compensation insurance.

To accept our proposal, just sign and return one (1) copy to our Henderson, KY office.

Sincerely,
ALLSTATE TOWER, INC.

Kevin Roth
VP of Maintenance Sales

(270) 830-8512 Ext. 3601
(270) 831-3632 Cell
Encl:

Full Service Tower Company | Licensed Engineering Firm | Design-Build Steel Manufacturing
Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions



CONTRACT

Contract: 64510X

Date: August 8, 2017 July 31, 2017

Gary Hardwick
Radio Systems Manager
Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
Tel: (513) 695-2860 Fax: (513) 695-2973
Email: gh@wco.net

We propose to furnish all labor, materials, equipment and insurance necessary to complete, (except as noted), the following work on:

(1) 180' SS Tower - Lebanon, OH

- 1. Mobilize to tower site.
2. Furnish and install tower modifications per specification.
3. Contact NOC when entering and leaving site.
4. Provide OWNER with closeout documentation and photographs upon project completion.

All of the above to be completed in a substantial and workmanlike manner for the sum of \$46,674.00

(Subject to the terms and conditions contained herein and those printed on the reverse side of this contract)

Terms: Due Upon Receipt of Invoice; MasterCard, Visa and American Express are accepted subject to approval of Allstate Tower, Inc.

Accepted: August 22, 2017
By: [Signature]
Title: President

Respectfully Submitted By:
ALLSTATE TOWER, INC
[Signature]
Kevin Roth
VP of Maintenance Sales
(270) 830-8512 Ext. 3601
(270) 831-3632 Cell

Full Service Tower Company | Licensed Engineering Firm | Design-Build Steel Manufacturing
Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney



TERMS & CONDITIONS

This proposal is made for immediate acceptance and is subject to withdrawal without notice and shall become a binding contract after its acceptance by the OWNER and then only upon its approval in writing by the CONTRACTOR by its authorized officer at its offices in Henderson, Kentucky, and shall be in all respects subject to the following terms and conditions. OWNER and CONTRACTOR are hereinafter sometimes referred to jointly as the PARTIES.

1. ~~Paragraph not used~~ The PARTIES agree to indemnify and hold each other harmless from any or all damages sustained by the indemnifying PARTY and/or its or their employees or agents as a direct or proximate result of the failure of the indemnifying PARTY to comply with Federal, State and/or Local safety requirements.

2. All towers are quoted assuming normal EIA soil conditions of 4,000 psf at frost line and unrestricted site, unless otherwise noted. If soils reports are provided, tower foundation designs will be based on information provided. Special piers, pilings, blasting, pumping, clearing of land, land surveying, extra concrete, soil analysis, building permits, inspectors/inspections, local taxes, etc. are not included and, if required, will be responsibility of the OWNER.

3. Installation of transmission lines or waveguide will be terminated at the base of the tower unless otherwise noted. Installation included in quotation is for lines only and does not include installing end fittings. Prices assume lighting circuitry will be terminated at the base of tower. Prices do not include wiring to lighting control or main distribution panel. This work is to be performed by OWNER. Prices do not include connection of shelter electrical load center to power source.

4. Installation prices are based on the CONTRACTOR using his normal erection procedure, good site accessibility for delivery and concrete trucks and non-union labor.

5. Quotation prices do not include winter working conditions which are defined as snow, ice and/or freezing rain and a wind chill factor less than 15 degrees.

6. If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substance that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.

7. Site is to be accessible by a two wheel drive vehicle. Guy wire paths and anchors are to be clear and accessible or additional charges will be made.

8. If required in this proposal, crew will assist customer personnel with path alignments not to exceed 4 hours if customer is ready for alignments prior to other work being completed.

9. The PARTIES agree 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, to indemnify and hold harmless its or their officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property of other PARTY arising directly from the indemnifying PARTY's performance of the Contract and caused solely by the negligence of the indemnifying PARTY, in performing services under this Contract, including but not limited to damage to the tower as the direct result of Force Majeure (as defined in Paragraph 10), willful or accidental tort by any indemnifying party, and failure of the foundation or earth under the foundation of the tower. However, OWNER will indemnify and hold harmless CONTRACTOR from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to the indemnifying person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of OWNER or of its officers, agents or employees. CONTRACTOR will indemnify

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~~and hold harmless OWNER from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of CONTRACTOR or of its officers, agents or employees.~~

10. If the performance of this Contract, or any obligation there under, is interfered with by reason of any circumstances beyond reasonable control of the PARTY affected (Force Majeure), including, without limitation, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion or acts of public enemy's; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body;

or labor unrest including, without limitations, strikes, slowdowns, picketing or boycotts, then the PARTY affected shall be excused from such performance on a day-to-day basis.

11. OWNER understands and agrees that the extent of CONTRACTOR's liability shall run to the work performed by CONTRACTOR on the OWNER's property and shall not include liability for any latent defects that may exist as a result of the original manufacturer's efforts and in no way attributable to CONTRACTOR's negligence.

12. OWNER agrees to keep said property insured against loss or damage by fire or by the elements of its own expense for an amount not less than the deferred balance so long as any thereof remains unpaid.

13. In the event OWNER requests CONTRACTOR to work in excess of CONTRACTOR's job work week, OWNER agrees to reimburse CONTRACTOR for the additional costs incurred for such overtime work and said over time premium shall be in addition to the contract price. excess work will not be performed and additional costs will not be paid without prior written agreement executed by the PARTIES.

~~14. This contract may be terminated for convenience by the OWNER upon 15 days prior written notice. CONTRACTOR shall be compensated for any work performed as of the date of termination. This contract shall not be subject to cancellation by the OWNER either in whole or in part, and in the event the OWNER attempts to cancel such agreement the OWNER shall be liable to the CONTRACTOR for all loss, costs and expenses of every sort and description whatsoever which the CONTRACTOR may previously have suffered or incurred or may thereafter suffer or incur by reason of refusal of the OWNER to carry out such agreement, whether the results to the CONTRACTOR of such refusal by the OWNER to carry out such agreement are foreseeable or not.~~

15. If, during the progress of the work, the OWNER desires to make any changes, the CONTRACTOR shall be properly paid by the OWNER for any additional expense caused by such changes and shall be notified in writing of any such changes. Extra work or material not covered by a specified price shall be billed and paid for at our standard rates for Time & Materials. No changes in the work or extra work shall be performed or compensated without prior written agreement executed by the PARTIES. No material is to be returned to the CONTRACTOR for any reason, without the CONTRACTOR's written permission.

16. If any material furnished by the CONTRACTOR is alleged by the OWNER to be defective or incorrectly manufactured and is rejected by the OWNER the OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR shall have the option of replacing or correcting within reasonable time, any defective material or fault in manufacture at its own expense or of reimbursing the OWNER the agreed cost of such replacement or correction. The OWNER shall not furnish any materials or do any work for the CONTRACTOR's account without written authorization by the CONTRACTOR and definite written agreement from the CONTRACTOR as to the consideration, and in no case shall the CONTRACTOR be liable for more than the price charged by the CONTRACTOR for such material as may prove defective, and no payments shall be withheld by the OWNER pending adjustment of liability for alleged errors and the cost of correcting the same. Any complaint or claim in connection with any material furnished hereunder must be made not later than ten days after receipt of same, otherwise it is understood such material is satisfactory.

17. It is expressly agreed that there are no promises, agreements, or understandings outside of this instrument, and any subsequent cancellation or modifications must be mutually agreed upon in writing. The PARTIES

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Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions



understand and agree that in the event of change in the work it is agreed to by the PARTIES that the said change shall not relieve guarantors of sureties of its obligations.

18. OWNER further understands and agrees that all Federal, State, and Municipal Taxes of any nature and kind that may be imposed on CONTRACTOR with respect to the products described herein shall be in addition to the contract price and OWNER assumes the obligation for paying for said additional costs being incurred by CONTRACTOR.

~~19. Paragraph not used. OWNER shall reimburse CONTRACTOR for any and all expenses that may be incurred by the CONTRACTOR in the event CONTRACTOR is required to take legal action in order to collect the consideration set out herein. This shall include CONTRACTOR's attorney's fees that may be incurred in collecting the sum set out herein.~~

20. OWNER agrees that CONTRACTOR may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on OWNER's part.

~~21. Paragraph not used. OWNER agrees that in the event of default in making payments as set out under the contract, CONTRACTOR shall have the right and option to declare the entire contract price due upon demand being made by the CONTRACTOR.~~

22. Inasmuch as the CONTRACTOR carries liability insurance, all liability claims MUST be investigated and settled by our insurance company. Therefore, the OWNER specifically agrees not to withhold sums due the CONTRACTOR under this contract by reason of any alleged insurance claims against the CONTRACTOR.

23. At all times, until the job completed, all material, equipment, etc. supplied by the CONTRACTOR shall be considered the property of Allstate Tower, Inc.

Should OWNER fail to make any and all scheduled payments, CONTRACTOR has the option of reclaiming all material or exercising the above clause #19.

24. Down time for materials furnished by OWNER not on the job site when the crew arrives to perform the work will be billed at \$60.00 per man hour based on an 8 hour working day.

25. The exclusive forum for any litigation resulting from this proposal shall be in Warren County, Ohio, and this contract shall be governed and construed under the laws of Ohio.~~Henderson County, Kentucky.~~

26. CONTRACTOR 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. Vendor shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. OWNER 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. CONTRACTOR shall provide OWNER 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 OWNER. CONTRACTOR shall also carry statutory worker's compensation insurance as required by law and shall provide OWNER with certificates of insurance evidencing such coverage with the execution of this agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

27. Each PARTY has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

Formatted: Indent: First line: 0.5"

This Contract is entered into by Resolution No. _____ of dated _____.



Witness:

Kevin Roth

By:

KG

8-8-17

Date

Katherine Gibson

By:

Katherine Gibson

8-8-2017

Date

Approved as to form:

[Signature]

Assistant Prosecuting Attorney

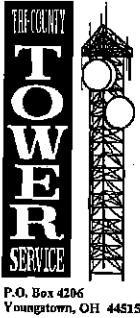
Approved By: Kevin Roth

Accepted By

[Signature]

8/22/17

Gen Rev: 10/06/2014



Tri-County Tower Service, Inc

8900 Mahoning Avenue
North Jackson, Ohio 44451

Customer:

Warren County Ohio(Tele Dept)
500 Justice Drive
Lebanon OH 45036

Proposal

Job # 10562

May 08, 2017

Page # 1 of 1

Item/Cost Code	Description	Amount
10562 Warren County Tower Mod		
1 Site Work		
1 Labor		48,320.00
	Tri-County Tower Service will install (24) new replacement horizontal angles and (60) new diagonal members as specified in client provided drawings.	
2 Materials		6,690.00
	Tri-County Tower Service will furnish all materials needed for tower modification outlined in client provided drawings. Materials include angles, spacer plates, gusset weldments, center plates and all associated hardware.	
	Phase Total:	55,010.00
	Grand Total:	55,010.00

Notes:

Project is tax exempt. No sales tax collected.

500 Justice Drive
Lebanon, OH 45036
39.424036, -84.198938

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri-County Tower Service Inc., reserves the option to cancel the work day due to weather or unsafe conditions.
- Authorized change orders are required prior to the start of any changes or modifications of the scope of work above.
- Payment due in full, net 30 days from date of invoice.

PROPOSAL BY: Christopher Thomas, office (330)538-9875 cell (703)725-0787 fax (330)538-9879 e-mail:cthomas@tricitytower.com

Visit US at: www.tricitytower.com



Mr. Gary Hardwick
Radio Systems Manager
Warren County Ohio, Telecommunications Dept.
500 Justice Drive, Lebanon, OH 45036
(513) 695-2860
Gary.Hardwick@wcoh.net

Subject: WC Justice Center "EOC" Tower Modification Bid

Dear Mr. Hardwick:

Thank you for giving TEP Design Build (TEPDB) the opportunity to work for you. TEPDB proposes the following construction services per the modification drawings by Paul J. Ford dated March 29, 2017:

Item of Work	Fee (\$)	Notes
Tower Mod Materials	\$11,150	Includes all materials
Tower Mod Labor	\$36,950	Includes all labor required to install mods
Mobilization	\$4,000	Includes all mobilization
MI Report	\$2,500	Includes sealed final inspection report per modification drawings by PJF.
TOTAL FEE	\$54,600	Lump Sum

If you would like for us to proceed, please provide a purchase order.

Thank you for this opportunity,

TEP Design Build, Inc.
Bonnie Sasser, P.E.
Project Manager
blsasser@tepgroup.net
919-661-6351 (Office)
919-330-6946 (Mobile)

Resolution

Number 17-1303

Adopted Date August 22, 2017

AUTHORIZE THE WARREN COUNTY TELECOMMUNICATIONS DIRECTOR TO BE THE WARREN COUNTY POINT OF CONTACT AUTHORIZED TO SIGN THE ASSUMPTION OF LIABILITY FORMS BETWEEN VERIZON WIRELESS AND WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Verizon Wireless requires an Assumption of Liability form to be signed each time there is a transfer of phone numbers between Agency to Agency, Government Agency to Personal, Personal to Government, and Corporate to Corporate; and


NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Telecommunications Director to be the Warren County Point of Contact authorized to sign the assumption of liability forms between Verizon Wireless and Warren County Telecommunications.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc c/a – Verizon Wireless
Telecom (file)

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

Resolution

Number 17-1304

Adopted Date August 22, 2017

APPROVE AND ENTER INTO CONTRACT WITH MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY JAIL REGARDING PSYCHIATRIC SERVICES

BE IT RESOLVED, to approve and enter into contract with Mental Health Recovery Services of Warren and Clinton Counties, 212 Cook Road, Lebanon, Ohio 45036, for psychiatric services for the Warren County Jail in the amount of \$20,800; as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that this contract shall remain in full force and effect for a term of one (1) year beginning on July 1, 2017, and ending on June 30, 2018.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Mental Health Recovery Services of Warren and Clinton Counties
Sheriff (file)

Service Agreement

This Service Agreement is entered into by and between Mental Health Recovery Services of Warren and Clinton Counties ("MHRS"), located at 212 Cook Road, Lebanon, OH 45036, and the Warren County Sheriff's Office ("WCSO"), located at 822 Memorial Dr., Lebanon, OH 45036, collectively "the parties."

WHEREAS, MHRS is the local alcohol, drug addiction, and mental health services board that plans, funds, monitors, and evaluates services to promote addiction and mental health treatment and recovery; and,

WHEREAS, MHRS provides grant funds to WCSO for the purpose of providing psychiatric services to inmates housed in the Warren County Jail who are in need of psychiatric medication and maintenance of psychiatric medications; and,

WHEREAS, MHRS has consented to allow WCSO to subcontract with a provider of its choosing for the provision of such psychiatric services;

NOW THEREFORE, the parties set forth the following service agreement, setting forth the mutual promises and responsibilities herein:

Overview and Services to be Provided

MHRS agrees to provide grant funds to WCSO, not to exceed \$20,800 annually, for the provision of psychiatric services to inmates housed in the Warren County Jail.

WCSO agrees to subcontract for the provision of such psychiatric services, to be provided for two (2) hours on a weekly basis.

Psychiatric services include, but are not limited to, assessment, evaluation, medication management, and other services as determined by subcontractor to be clinically appropriate.

Professional Qualifications and Conduct

WCSO agrees to require appropriate licenses and/or professional certifications of the subcontractor for psychiatric services that are necessary to perform the services required by this Agreement. WCSO shall require subcontractor to conform to high professional standards of work and business ethics in rendering the services described under this Agreement.

WCSO agrees to secure from any subcontractor, certification that he/she is not suspended, debarred, or declared ineligible from entering into contracts with any department or agency of the Federal Government, or in receipt of a notice of proposed debarment or suspension.

If WCSO becomes aware of such event, WCSO agrees to provide immediate notice to MHRS if a subcontractor becomes suspended, debarred, or declared ineligible by any department or other agency of the Federal Government.

Provision of Grant Funds and Reporting Requirements

The maximum amount payable for services provided under this Service Agreement is \$20,800, to be paid in quarterly increments, up to \$5200 per quarter.

WCSO agrees to provide quarterly documentation of the hours of psychiatric services for which WCSO has subcontracted that quarter, in the form of a billing invoice for the payment of services. Billing invoices shall be submitted by WCSO to MHRS at the end of each quarter.

MHRS agrees to make payment to WCSO within 30 days of receipt of the invoice. Invoices must be submitted to MHRS, 212 Cook Road, Lebanon, OH 45036, Attn: Karen Robinson, and should include the information listed in the table below:

Billing Code	Name of Code	Rate/Cost Per Unit	Total Cost	Billing Notes
99201-99205 new 99211-99215 estab	E&M Physician Code	\$5,200/qtr	\$20,800	2hr/week @ \$200/hour

MHRS reserves the right to retain any funds for which billing documentation is not provided.

Term

The Agreement term shall commence on July 1, 2017 and shall remain in effect until June 30, 2018, unless terminated earlier by agreement of the parties. Either party may terminate the agreement with 60 days' notice to the other party, in accordance with the Breach of Agreement provisions set forth herein, or in the event of any change that effectively removes WCSO from having control over the provision of psychiatric services in the Warren County Jail.

Audit

All funds which the WCSO receives hereunder shall be subject to financial and compliance audits in accordance with state and federal requirements. In the event of a state or federal audit of the WCSO, WCSO shall submit to MHRS the letter reporting any audit findings pertinent to provision of grant funds under this Agreement, and, at the request of MHRS, WCSO shall provide a certified copy of the audit report. WCSO agrees to meet with the auditor and MHRS upon completion of the audit for the purposes of receiving and reviewing the audit reports. WCSO agrees to make such modifications to its financial records and record-keeping processes, in a timely manner, as may be recommended by the auditor and thereafter required by MHRS.

Investigation of Abuse and Neglect

In accordance with applicable law, the Client Rights Officer of MHRS or his/her designee may obtain access to information with prior written notice, including access to subcontractor staff, and individual records in the possession of WCSO, when such information is reasonably related to allegations of abuse or neglect of an inmate by the subcontractor staff and not protected from disclosure by other applicable law. This investigation may be delegated to WCSO or other appropriate agency to complete.

Nondisclosure of Confidential Information

WCSO agrees to comply with all applicable state and federal laws relating to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), with regard to information in its possession. WCSO further agrees to enter into business associate agreements designed to comply with such confidentiality laws with any subcontractors performing the services described in this Agreement.

The requirements of this section shall survive the termination or expiration of this Agreement.

Public Records

Notwithstanding provisions of the Agreement relating to confidentiality, this Agreement is a matter of public record under Ohio public records law. By entering into this Agreement, the parties acknowledge and understand that records maintained by WCSO pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law.

If any information or records request, including but not limited to, a request by federal or state regulatory agencies having jurisdiction over the subject matter of this Agreement is made, WCSO shall notify MHRS of the request.

Equal Opportunity

WCSO agrees to comply with applicable state, federal, and civil rights laws, including nondiscrimination laws, relating to hiring and employment in selecting the subcontractor to provide the services described in this Agreement.

Autonomy

MHRS recognizes WCSO as an independent contractor fully autonomous, retaining the ultimate responsibility for the services rendered under this Agreement. MHRS recognizes that WCSO has full and sole authority to determine its governing structure and full and sole authority to select the subcontractor for the purposes of this agreement. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

Responsible Party

Each party to this Agreement agrees to accept and be responsible for its own acts or omissions, as well as the authorized acts or omissions of its employees, directors, officers, subcontractors, agents, or other members of its workforce, in complying with the terms of this Agreement. Nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures. Such obligations shall survive the expiration or termination of this Agreement.

Breach of Agreement

In the event of a breach of this Agreement by WCSO and failure to cure such breach within 60 days of MHRS providing notice of the breach to WCSO, MHRS, in its sole discretion, may discontinue funding further services under this Agreement, and terminate this Agreement as of an effective date determined by MHRS. Upon such termination, MHRS shall have the right to use funds remaining under this Agreement in any way it deems appropriate and WCSO shall not be entitled to receive any further payment under this Agreement, except for reimbursement of services provided prior to the effective date of the termination, not yet compensated by MHRS.

Conflicts of Interest

The parties acknowledge that as of the signing of this Agreement, neither is aware of any conflict of interest between them in relation to the services to be provided. In the event that either party

Assistant Prosecuting Attorney

Final Review - For Internal Use Only:

<input checked="" type="checkbox"/> Originator CC	<input checked="" type="checkbox"/> Fiscal Review	<input type="checkbox"/> Administrative
Date 6/26/17	Date KTR 5/12/17	Date

Resolution

Number 17-1305

Adopted Date August 22, 2017

APPROVE AGREEMENT AND ADDENDUM WITH NECCO, INC. AS A CHILD PLACEMENT AND RELATED SERVICE PROVIDER FOR THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Necco, Inc., on behalf of Warren County Children Services, for calendar year 2017, for the services of a child placement and related services provider. Copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Necco, Inc.
Children Services (file)

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

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

This Agreement is between

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

hereinafter "Provider," whose address is:

Collectively the "Parties."

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

and

Provider NECCO, Inc.		
Street/Mailing Address 415 Glensprings DR STE 201		
City Cincinnati	State OH	Zip Code 45246

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RECITALS

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

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

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

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

Article I. SCOPE OF PLACEMENT SERVICES

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

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

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

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

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

Section 1.03 EXHIBITS

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

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (if applicable);
- 3) Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- 4) Exhibit IV – Rate Schedule.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2017** through **12/31/2017**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

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

Article III. ORDER OF PRECEDENCE

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

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

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

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- B. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- C. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to the Agency. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- D. Provider agrees to notify all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- E. Notification to the Agency of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
 - 1) Emergency situations include but are not limited to the following:
 - a. Absent Without Leave (AWOL)
 - b. Child Alleging Physical or Sexual Abuse / Neglect
 - c. Death of Child
 - d. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - e. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - f. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - g. School Expulsion / Suspension (formal action by school)
 - h. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - i. Victim of assault, neglect, physical or sexual abuse
- F. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1) The filing of any law enforcement report involving the child
 - 2) When physical restraint is used/applied.
- G. Written documentation of the emergency and non-emergency situations shall be provided to the Agency within one (1) business day of the initial notification.
- H. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, monitoring and supporting community adjustment.
- I. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- J. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- K. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.

- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for Agency children, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- R. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide a copy of the case plan to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties. Agency agrees to also provide a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases or at placement for existing cases.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIII of this Agreement.
- D. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- E. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- F. The Agency shall provide an opportunity for the Provider to give input in the development, substantive amendment or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- G. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- H. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- I. The Agency represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Article VII. INVOICING FOR PLACEMENT SERVICES

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

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$30,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The Agency agrees to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIII.
- H. Agency reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, the Agency shall withhold payment only for that portion of the statement with which it disagrees. The Agency shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VI
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for

payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

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

The Agency may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by the Agency on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIII.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VI. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that Agency deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article V, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

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

- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
- 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
- 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.

B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.

C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of the Agency's child and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the Agency's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of the Agency's child and families' documentation is protected and maintained in a secure and safe manner.

D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.

F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXI of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.

B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.

D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of

1964.

- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3) Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

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

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

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

Article XV. AMENDMENTS

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

Article XVI. NOTICE

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

if to Agency, to

Warren County Children Services
416 S East St
Lebanon OH 45036

if to Provider , to

NECCO, Inc.
415 Glensprings DR STE 201
Cincinnati OH 45246

Article XVII. CONSTRUCTION

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

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

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

Article XX. INSURANCE

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

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

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

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

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

B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.

C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:

- 1) Additional insured endorsement;
- 2) Pay on behalf of wording;
- 3) Concurrency of effective dates with primary;
- 4) Blanket contractual liability;
- 5) Punitive damages coverage (where not prohibited by law);
- 6) Aggregates: apply where applicable in primary;
- 7) Care, custody and control – follow form primary; and
- 8) Drop down feature.

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

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

F. The Provider further agrees with the following provisions:

- 1) All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
- 2) The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
- 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director

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

Article XXI. INDEMNIFICATION & HOLD HARMLESS

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

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

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

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. the individual has a condition which would affect safe operation of a motor vehicle;
 - b. the individual has six (6) or more points on his/her driver's license; or
 - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

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

D. Verification of Job or Volunteer Application:

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

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against child served by Agency.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

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

Article XXVI. CHILD SUPPORT ENFORCEMENT

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

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

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

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

Article XXVIII. SUBCONTRACTING AND DELEGATION

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

Article XXIX. PROPERTY OF AGENCY

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

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

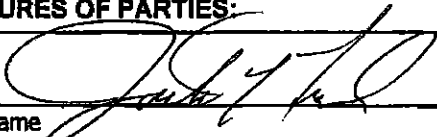
If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Warren County, Ohio.

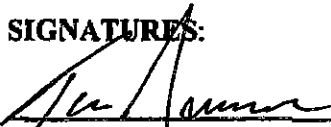
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

SIGNATURES OF PARTIES:

Provider: 	Date 5.18.17
Printed Name NECCO, Inc.	
Agency:	
Printed Name Warren County Children Services	Date

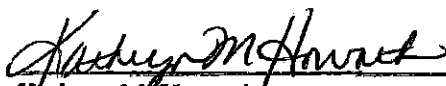
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 17-1305, dated 8/22/17.

SIGNATURES:



President
Warren County Board of Commissioners
8/22/17
Date

Approved as to Form:



Kathryn M Horvath
Assistant Prosecuting Attorney

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

ADDENDA TO AGREEMENT

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

This Agreement is between

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

hereinafter "Provider," whose address is:

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

and

Provider NECCO, Inc.		
Street/Mailing Address 415 Glensprings DR STE 201		
City Cincinnati	State OH	Zip Code 45246

Contract ID : 14010415

Originally Dated :01/01/2017 to 12/31/2017

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

Amendment Number 1 :

Amendment Reason:	OTHER
Amendment Begin Date:	01/01/2017
Amendment End Date :	12/31/2017
Increased Amount:	\$0.00
Article Name:	

Amendment Reason Narrative:

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

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information

Agency : Warren County Children Services

Run Date: 08/09/2017

Provider / ID : NECCO, Inc. / 12429353

Contract Period : 01/01/2017 - 12/31/2017

Cost/Amendment Period :01/01/2017 -

Service Description	Service Person ID	Person ID	Maintenance Per Diem	Admin/Person Per Diem	Base Client Per Diem	Transportation/ Administration Per Diem	Transportation/ Maintenance Per Diem	Other ADP Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem	Cost Begin Date	Cost End Date
Traditional Foster Care (30246)-FFH	4973663		\$29.05	\$32.00							\$61.05	01/01/2017	12/31/2017
Treatment Foster Care Special Needs (30249)-SN	4973664		\$42.47	\$38.47							\$80.94	01/01/2017	12/31/2017

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

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

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

AMENDMENT #1

Article V. PROVIDER RESPONSIBILITIES

The parties do hereby agree that Article V, subsection B of the Agreement shall be deleted in its entirety and replaced with the following language:

“Provider agrees to submit the SORC monthly progress report as negotiated by the parties for each child no later than the fifteenth (15th) day of each month. The SORC progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the SORC progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.”

AMENDMENT #2

Article V. PROVIDER RESPONSIBILITIES

The parties further agree that the following provision shall be added to Article V of the Agreement:

“Provider agrees to provide additional services (e.g. transportation of the child for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapies, and recreational activities).”

AMENDMENT #3

Article V. PROVIDER RESPONSIBILITIES

WHEREAS, the parties have agreed in Article V, subsections (D) and (E) of the Agreement that the Provider will notify the Agency under certain circumstances of death, critical injury, critical incidents, or emergencies involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (F) of the Agreement that the Provider will notify the Agency within 24 hours of certain non-emergency circumstances involving an Agency child; and

WHEREAS, the parties have agreed in Article V, subsection (G) of the Agreement that notification shall contain written documentation; and

WHEREAS, the parties desire to detail the procedure Provider is to follow for notification in such circumstances and for provision of written documentation;

The parties hereby agree to the following procedures:

I. NOTIFICATION OF DEATH, CRITICAL INJURY, CRITICAL INCIDENT, OR EMERGENCY INVOLVING AGENCY CHILD

A. Normal Business Hours

If notification is made during the Agency's normal business hours, Provider shall make notification by calling the main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) The Agency Director;
- (2) The Agency Deputy Director;
- (3) The supervisor assigned to the child's case;
- (4) Another supervisor; or
- (5) The caseworker assigned to the child's case.

A voicemail left during normal business hours does not constitute notification.

B. After Normal Business Hours

If notification is made after the Agency's normal business hours, Provider shall make notification by calling the Agency's after-hours hotline telephone number at (513) 695-1600. Provider shall leave a message containing the following information:

1. Name of Provider
2. Name of caller
3. Call-back number
4. Name of child
5. A statement that the caller wishes to make notification of death, critical injury, critical incident, or emergency involving an Agency child.

Notification is not complete after normal business hours until Provider is contacted by return call from an Agency representative.

Following notification, Provider shall remain immediately available for further communications from the Agency.

II. NOTIFICATION OF NON-EMERGENCY INVOLVING AGENCY CHILD

During normal business hours and within 24 hours following the non-emergency situation, Provider shall call the Agency's main telephone number at (513) 695-1546. Provider shall attempt telephone contact with the following personnel, in the following order, and shall continue to attempt contact until made:

- (1) Supervisor assigned to child's case;
- (2) Caseworker assigned to child's case; or
- (3) Another supervisor.

A voicemail left during normal business hours does not constitute notification.

III. WRITTEN DOCUMENTATION

Provider shall provide written documentation of emergency and non-emergency situations pursuant to Article V, subsection (G) by any of the following methods:

A. MAIL – Provider may mail documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following address:

Warren County Children's Services
416 S. East Street
Lebanon, Ohio 45036

B. FASCIMILE/ FAX – Provider may fax documentation to the attention of the Agency Director in situations of death, critical injury, critical incident, or emergencies, or to the attention of the supervisor assigned to the child's case in non-emergency situations at the following fax numbers:

(513) 695-1247; or
(513) 695-1880

C. ELECTRONIC MAIL/ EMAIL –

1. In the event of death, critical injury, critical incident, or emergency involving an Agency child, Provider may email documentation to the Agency Director, copying the Agency Deputy Director, the supervisor assigned to child's case, and the caseworker assigned to child's case.

2. In the event of a non-emergency involving an Agency child, Provider may email documentation to the supervisor assigned to child's case, copying the caseworker assigned to the child's case.

AMENDMENT #4

ARTICLE VI. AGENCY RESPONSIBILITIES


The parties further agree that Article VI, subsection (G) of the Agreement shall be amended as follows:

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

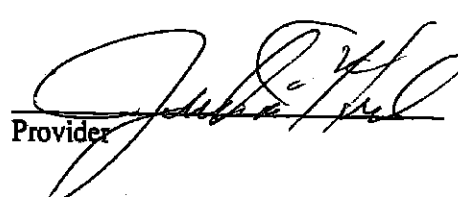
ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 17-1305, dated 8/22/17, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:

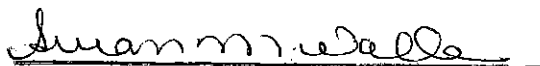


President
Warren County Board of Commissioners
Date 8/22/17




Provider
Date 5.18.2017

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



Kathryn M. Horvath
Assistant Prosecuting Attorney

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

Resolution

Number 17-1306

Adopted Date August 22, 2017

APPROVE A SUBSIDY GRANT AGREEMENT ON BEHALF OF THE WARREN COUNTY
COMMON PLEAS COURT

BE IT RESOLVED, to approve a subsidy grant agreement, on behalf of the Warren County
Common Pleas Court, with the State of Ohio Department of Rehabilitation and Correction,
Division of Parole and Community Services, Bureau of Community Sanctions (Grantor), for
Probation Improvement and Incentive Funding, as attached hereto and made a part hereof; and

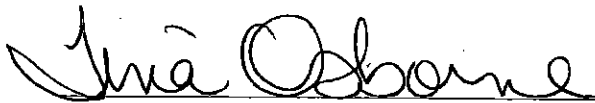
BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio,
Department of Rehabilitation and Correction, the Warren County Board of Commissioners has
no further obligation to fund this project.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Vsp\

cc: c/a - ODRC
OGA
Community Corrections (file)
ODRC
Auditor's Office

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
PROBATION IMPROVEMENT AND INCENTIVE FUNDING

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Probation Improvement and Incentive Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

Ohio Ethics: All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant divisions of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.

In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2011-03K is available for review at <http://governor.ohio.gov/executiveorders.aspx>.

NOW THEREFORE this Grant Agreement is made and entered into this 4 day of August, 2017 by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of Warren County, Ohio, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A Terms and Conditions:

- 1) The Grantor awards to the Grantee the sum of \$51,735.00 to be paid in seven installments for the period beginning with the effective date of this agreement and ending June 30, 2019 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2019. Total expenditures for the grant period (July 1, 2017 to June 30, 2019) will not in any case exceed \$51,735.00. The installments will be paid in the following manner:

(a) FY18 - of \$51,735.00 totalling \$51,735.00.

(b) FY19 - Four Payments of \$0.00 totalling \$0.00.

- 2) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2018 and 2019. The parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
- 3) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.
- 4) The Grantee agrees to effect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.
- 5) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.

The fiscal agent designated to act on behalf of the Grantee is Common Pleas Court. The program's tax identification number is 31-60000-58.

- 6) Payments will be made by the Grantor by way of Electronic Fund Transfer to the designated public entity. Such payments will be made during the first month of each quarter of the Grantor's fiscal quarters. This process will continue until the total grant award has been expended.

- 7) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Probation Improvement and Incentive Program Grant Manual." These guidelines are incorporated herein by reference.
- 8) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.
- 9) This agreement may not be assigned or transferred by either party.
- 10) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).
- 11) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.
- 12) The program will make a reasonable effort to augment the funding the program receives from the state.
- 13) The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of counties receiving a subsidy under division (A)(1) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multicounty, municipal, municipal-county, or multicounty-municipal jail or workhouse, for any county or municipal probation department, or for any community corrections program. Each subsidy shall be used to make corrections expenditures in excess of those being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the department of rehabilitation and correction may discontinue subsidy payments to the recipient.

- 14) During the period of the grant, the probation department must satisfy all requirements under division (D)(1) of section 5149.311 of the Revised Code.
- 15) This document represents the sole agreement between the parties.

B) Program Evaluation:

- 1) The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.
- 2) The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter.
- 4) Failure to comply with Items (B) (1) through (3) of this Grant Agreement may result in the withholding of subsidy payments until such time as grantee complies with those items.

C) Compliance:

- 1) The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- 2) All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- 3) All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- 4) Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Grantor to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Grantor if:
 - a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
 - b. There is a financial or audit disclosure involving misuse of state funds.
- 5) The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a

petition for reconsideration to the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction.

- 6) The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

1. This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification by the Grantor at any time upon the written notification to the Grantee by the Grantor.
2. If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.

E) Probation Incentive Awards:

Probation Improvement grant recipients may be eligible for performance based incentive funds based upon Grantee achievement of the performance measures/outcome goals agreed to between the Grantor and Grantee as documented in the grant application. The performance period begins on **July 1, 2017** and ends on **March 31, 2019**. Grantees will be responsible for providing reports every three months for the duration of the grant detailing their progress toward achieving the established performance measures/outcome goals. The reports will be due by the 20th day following the end of the three month time period as determined by the Grantor. Assessing achievement of performance goals shall be solely the responsibility of the Grantor. The amount of the potential incentive award will be commensurate with the potential impact of the grant as outlined by the established performance measures/outcome goals.

1. Grantees that achieve an aggregate total of less than 25% of their goals **will not have the grant renewed in the following fiscal year (FY20)** and are not eligible for incentive awards.
2. No incentive funding will be awarded to programs that meet an aggregate total of less than 50% of their established performance measures/outcome goals.
 - a. Programs that achieve an aggregate goal percentage of 50% to 74% of their goals will receive an incentive award equal to 1/2 of the goal percentage achieved. For example, if a grantee achieves 55% of their outcome goals; they will receive 27.5% ($55 * .5 = 27.5$) of the incentive award.
 - b. Programs that achieve an aggregate goal percentage of 75% to 89% of their goals will receive an incentive award equal to 3/4 of the goal percentage achieved. For example, a grantee achieves 79% of their outcome goals; they will receive 59% ($79 * .75 = 59$) of their incentive award.

- c. Programs who achieve an aggregate goal percentage of 90% to 100% will receive an incentive payment Equal to the percentage of the aggregate goal percentage achieved. For example, 94% achieved receives 94% of the incentive award.

Once the incentive award is determined and awarded, the receiving grantee may use this award toward any community corrections program/service as defined by ORC 5149.30 (A).

FOR THE GRANTOR:

Christopher Galli

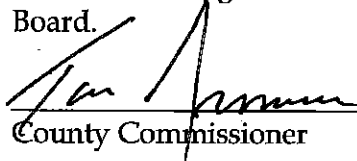
Christopher Galli, Chief
Bureau of Community Sanctions


Cynthia Mausser

Cynthia Mausser, Deputy Director
Division of Parole & Community Services

FOR THE GRANTEE:


It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the Board.

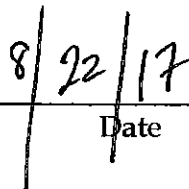

County Commissioner


Date


County Commissioner

Date


County Commissioner


Date

APPROVED AS TO FORM


Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 17-1307

Adopted Date August 22, 2017

APPROVE VARIOUS REFUNDS

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

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor va
Refunds file

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

Resolution

Number 17-1308

Adopted Date August 22, 2017

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #08/17/2017 001, #08/17/2017 002, #08/17/2017 003, #08/17/2017 004, #08/17/2017 005, and #08/17/2017 006; said batches are attached hereto and made a part hereof.

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

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


Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 17-1309

Adopted Date August 22, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR HOPEWELL VALLEY DEVELOPMENT, LLC FOR COMPLETION OF IMPROVEMENTS IN VILLAGES OF HOPEWELL VALLEY, SECTION 5 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

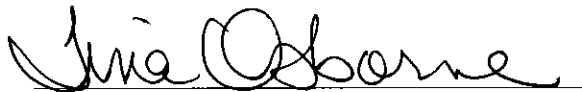
Bond Number	:	N/A
Development	:	Villages of Hopewell Valley, Section 5
Developer	:	Hopewell Valley Development, LLC
Township	:	Hamilton
Amount	:	\$64,791.29
Surety Company	:	Cincinnati Insurance Company (B1232669)

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

B1232669

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

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Villages of Hopewell Valley Subdivision, Section/Phase 5 (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$49,839.45, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$49839.45; 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 Erosion and Sediment Control 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 \$64,791.29 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control 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 District Administrator of the Warren County Soil & Water Conservation District 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 performed in accordance with the Warren County Erosion and Sediment Control 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 Erosion and Sediment Control 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 Erosion and Sediment Control 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 \$9,967.89 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the District Administrator of the Warren**

County Soil & Water Conservation District (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 District Administrator of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the District Administrator of the Warren County Soil & Water Conservation District.
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 Erosion and Sediment Control 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 District Administrator of the Warren County Soil & Water Conservation District, 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 District Administrator:

Warren County Soil & Water Conservation District
District Administrator
320 East Silver Street
Lebanon, OH 45036
Ph. 513.695.1337

C. To the Developer:

Hopewell Valley Development, LLC

1252 Goshen Pike

Ph. (513) 575 - 7668

D. To the Surety:

Cincinnati Insurance Company

6200 South Gilmore Rd.

Fairfield, Ohio 45014

Ph. (513) 870 - 2000

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

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

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

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

Original Escrow Letter (attached)

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

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

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.
16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement

SIGNATURE: *Daniel R. Rolfe*

PRINTED NAME: Daniel R. Rolfe

TITLE: Member

DATE: 8-1-2017

SURETY:

Pursuant to an instrument authorizing the undersigned to execute this agreement

SIGNATURE: *Diedre Carter*

PRINTED NAME: Diedre Carter

TITLE: Attorney In-Fact

DATE: 7/27/17



[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 17-1309, dated 8/22/17.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: [Signature]

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 8/22/17

RECOMMENDED BY:

By: [Signature]

**DISTRICT ADMINISTRATOR OF THE
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

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

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Richard Theders; Jonathan Theders; Rebecca Lehpamer; Diedre Carter; Jessica Shoopman and/or Kasey Young

of West Chester, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, and signed by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of



Signature of Scott R. Kober

Secretary



The Cincinnati Insurance Company • The Cincinnati Indemnity Company
The Cincinnati Casualty Company • The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2016

ASSETS

Cash	\$ 412,875,678
Bonds	5,628,186,145
Stocks	4,262,647,622
Agents Balance Receivable	1,533,109,276
All Other Admitted Assets	<u>255,877,922</u>
TOTAL ADMITTED ASSETS	<u>\$12,092,696,643</u>

LIABILITIES

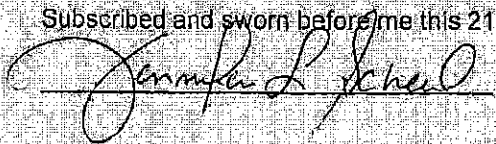
Reserve for Losses and Loss Expense	\$4,505,982,242
Reserve for Unearned Premiums	2,172,469,641
All Other Liabilities	728,283,245
Capital	\$ 3,586,355
Surplus	4,682,375,160
TOTAL LIABILITIES & EQUITY	<u>4,685,961,515</u> <u>\$12,092,696,643</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2016 is true and correct to the best of her knowledge and belief.


Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 21st day of February, 2017.





Jennifer L. Scheid
Notary Public, State of Ohio
My Commission Expires 01-16-2021

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)844-2658
Fax(614)844-3258
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/23/2016

Effective 07/01/2016

Expires 06/30/2017

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2015 that it has admitted assets in the amount of \$11,194,176,670, liabilities in the amount of \$6,781,745,197, and surplus of at least \$4,412,431,473.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/27/2017

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

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

PRODUCER RiskSOURCE® Clark-Theders 9938 Crescent Park Drive West Chester OH 45069	CONTACT NAME: Dee Dee Carter PHONE (A/C No. Ext): 513-779-2800 E-MAIL ADDRESS: dcarter@risksource.com	FAX (A/C No.): 513-779-2803
	INSURER(S) AFFORDING COVERAGE	
INSURED MERID-2 Meridian Mark Management; Freedom Homes Potterhill Homes LLC; Holiday Homes 1252 Goshen Pike Milford OH 45150	INSURER A: Cincinnati Insurance Company NAIC # 10677	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1450120447 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP 0895462	5/1/2017	5/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Empl Liab \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPP 0895462	5/1/2017	5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			CPP 0895462	5/1/2017	5/1/2018	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 2131323-07	5/1/2017	5/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Builders Risk Floor Plan Coverage			CPP 0895462	5/1/2017	5/1/2018	Builders Risk \$4,000,000 Deductible \$2,500 Floor Plan Coverage \$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proof of Coverage - Hopewell Valley Development , LLC

CERTIFICATE HOLDER Warren County Board of County Commissioners 406 Justice Drive Lebanon OH 45036	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Resolution

Number 17-1310

Adopted Date August 22, 2017

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR TURNING LEAF, LLC FOR COMPLETION OF IMPROVEMENTS IN TURNING LEAF, SECTION 7A SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT


Bond Number	:	N/A
Development	:	Turning Leaf, Section 7A
Developer	:	Turning Leaf, LLC
Township	:	Hamilton
Amount	:	\$25,369.50
Surety Company	:	The Guarantee Company of North America USA (201483330)

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

EROSION & SEDIMENT CONTROL

Security Agreement No.

20148330

This Agreement made and concluded at Lebanon, Ohio, by and between Turning Leaf, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Guarantee Company of North America USA (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Turning Leaf Hamilton **Subdivision, Section/Phase 7A** (3) (hereinafter the "Subdivision") situated in Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$19,515.00, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$19,515.00; 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 Erosion and Sediment Control 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 \$25,369.50 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control 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 Director of the Warren County Soil & Water Conservation District 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 performed in accordance with the Warren County Erosion and Sediment Control 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 Erosion and Sediment Control 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 Erosion and Sediment Control 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 \$3,903.00 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

County Soil & Water Conservation District (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 Director of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Director of the Warren County Soil & Water Conservation District.
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 Erosion and Sediment Control 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 Director of the Warren County Soil & Water Conservation District, 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 Soil & Water Conservation District:

Warren County Soil & Water Conservation
District Attn: Director
320 East Silver Street
Lebanon, OH 45036
Ph. (513) 695-1337

C. To the Developer:

Turning Leaf, LLC

11025 Reed Hartman Highway

Suite B-1

Cincinnati, Ohio 45242

Ph. (513) 891 7100

D. To the Surety:

The Guarantee Company of North America USA

One Towne Square, Suite 1470

Southfield, MI 48076

Ph. (248) 281 0281

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

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

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

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

_____ Original Escrow Letter (attached)

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

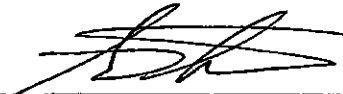
_____ Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's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

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
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: Turning Leaf, LLC
 by *Robert C. Rhein* *Manager* *Interests, Inc.*
 Pursuant to a resolution authorizing the undersigned to execute this agreement.

SURETY: The Guarantee Company of North America USA
 Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Steven J. Bosse

PRINTED NAME: Stella Adams

TITLE: Vice President

TITLE: Attorney-in-fact

DATE: 8/08/17

DATE: August 4, 2017

[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 17-1310 dated 8/22/17.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

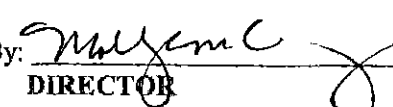
SIGNATURE: 

PRINTED NAME: Tom Grossmann

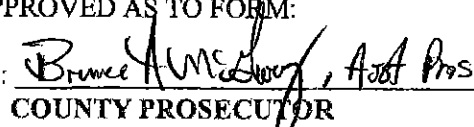
TITLE: President

DATE: 8/22/17

RECOMMENDED BY:

By: 
DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT

APPROVED AS TO FORM:

By: , Asst. Pros.
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



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Mark Nelson, Randal T. Noah, Stella Adams, Mary Beth Milling, Liz Ohl, Nancy Nemece, Tammy Masterson, Evan R. Derr, G. Dale Derr, Karen M. Speed, Katie Rose
Assured Neace Lukens Insurance Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. 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.
4. 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.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

**STATE OF MICHIGAN
County of Oakland**

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantees Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of August, 2017

Randall Musselman

Randall Musselman, Secretary

Resolution

Number 17-1311

Adopted Date August 22, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
SPECIAL PROJECTS FUND #224

BE IT RESOLVED, to approve the following supplemental appropriation:

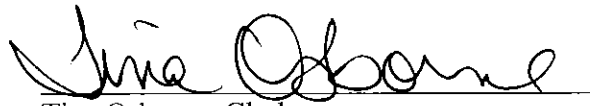
\$2,800.00 into #224-1220-133 (Transcripts)


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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental Appropriation file
Common Pleas (file)
OMB

Resolution

Number 17-1312

Adopted Date August 22, 2017

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$4,000 into #258-5800-400 (Purchase Services, Adult)

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


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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App file
OhioMeansJobs (file)
OMB

Resolution

Number 17-1313

Adopted Date August 22, 2017

ACCEPT AN AMENDED CERTIFICATE, AND APPROVE A SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #293

WHEREAS, the Warren County Sheriff's Office has indicated the anticipation of additional grant revenue to the amount of \$20,800 in Sheriff's Office Fund #293; and

WHEREAS, in order to expend said funds a supplemental appropriation is necessary; and

NOW THEREFORE BE IT RESOLVED, to accept the amended certificate in the amount of 20,800 and approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #293:

Supplemental Appropriation

\$20,800 into #293-2200-400 (Purchased Services)


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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Amended Certificate file
Supplemental App. file
Sheriff (file)
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 16, 2017

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2017, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2017	Taxes	Other Sources	Total
Sheriff Grants	\$6,562.00	\$0.00	\$20,800.00	\$27,362.00
Fund 293				
TOTAL	\$6,562.00	\$0.00	\$20,800.00	\$27,362.00

_____)
 _____)
) Budget
 _____) Commission
 _____)

Resolution

Number 17-1314

Adopted Date August 22, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #286

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,500.00 from #286-2200-220 (Operating Supplies)
 into #286-2200-317 (Capital Purchases under \$10,000)


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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1315

Adopted Date August 22, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO JUVENILE COURT FUND #101-1240

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Juvenile Court Fund #101-1240 in order to process a vacation leave payout for Shannon Crosthwaite former employee of Juvenile Detention:

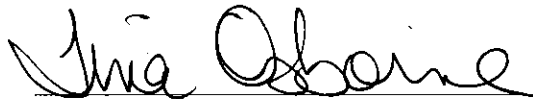
\$458.31	from	#101-1110-882	(Comm. – Vacation Leave Payout)
	into	#101-1240-882	(Juvenile Detention - Vac. Leave Payout)

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1316

Adopted Date August 22, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #101-1116

BE IT RESOLVED, to approve the following appropriation adjustment:

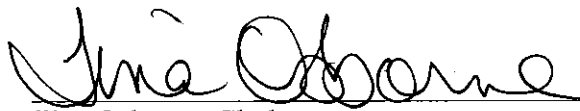
\$371.48 from #101-1116-102 (Econ Dev. – Regular Salaries)
 into #101-1116-114 (Econ Dev. – Overtime)

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

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


Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AS/

cc: Auditor 
Appropriation Adjustment file
Economic Development (file)
OMB

Resolution

Number 17-1317

Adopted Date August 22, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY GARAGE FUND #101-1620

BE IT RESOLVED, to approve the following appropriation adjustment; to pay for Nolan Cook to attend Police Fleet Exp Memphis TN:

\$1,100.00 from #101-1620-102 (Regular Salaries)
 into #101-1620-850 (Training Education)


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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Garage (file)
OMB

Resolution

Number 17-1318

Adopted Date August 22, 2017

APPROVE APPROPRIATION ADJUSTMENTS FROM JUVENILE DETENTION FUND #101-2600 AND JUVENILE PROBATION FUND #101-2500 INTO JUVENILE COURT FUND #101-1240 AND WITHIN JUVENILE RECLAIM GRANT FUND #247

BE IT RESOLVED, to approve the following appropriation adjustments


\$20,000.00	from #101-2600-102	(Regular Salaries)
	into #101-1240-415	(Attorneys Indigent)
\$10,000.00	from #101-2500-102	(Regular Salaries)
	into #101-1240-415	(Attorneys Indigent)
\$ 2,100.00	from #247-0118-1242-400	(Purchase Services)
	into #247-0118-1242-317	(Capital Purchases under \$10,000)
\$5,000.00	from #247-0118-1242-400	(Purchase Services)
	into #247-0118-1242-850	(Training)
\$5,000.00	from #247-0118-1242-400	(Purchase Services)
	into #247-0118-1242-910	(Other)


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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Juvenile (file)
OMB

Resolution

Number 17-1319

Adopted Date August 22, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND #632

BE IT RESOLVED, to approve the following appropriation adjustment:


\$10,000.00 from #632-0100-932 (Benefits – Medical/Rx Claims)
 into #632-0100-890 (Benefits – Employer HSA Contributions)

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor vj
Appropriation Adjustment file
Commissioners' file
OMB (file)

Resolution

Number 17-1320

Adopted Date August 22, 2017

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #08/22/2017 001, #08/22/2017 002, #08/22/2017 003, #08/22/2017 004, #08/22/2017 005, and #08/22/2017 006; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 17-1321

Adopted Date August 22, 2017

DECLARE HAMPTON GLEN DEVELOPMENT, LLC ("HGD") TO BE IN DEFAULT IN THE PERFORMANCE OF PUBLIC IMPROVEMENTS IN THE HAMPTON GLEN SUBDIVISION LOCATED IN HAMILTON TOWNSHIP, AND AUTHORIZE NOTICE OF DEFAULT TO BE DELIVERED TO THE SURETY ALONG WITH THE LETTER OF CREDIT IN THE POSSESSION OF THE COUNTY IN EXCHANGE FOR THE SUM OF \$22,800.00 TO COMPLETE THE CONSTRUCTION OF THE UNCOMPLETED AND UNAPPROVED IMPROVEMENTS PER THE TERMS OF SECURITY AGREEMENT NO. 07-008 (P)

WHEREAS, pursuant to Resolution #07-404 adopted March 20, 2007, this Board entered into a Security Agreement, 07-008 (P) (the "Agreement"), with the subdivision developer, Hampton Glen Development, LLC for the installation and maintenance of certain roadway improvements for the Hampton Glen Subdivision in Hamilton Township, said Agreement being secured with a Letter of Credit in the amount of \$65,948.78 issued by National Bank & Trust Company; and

WHEREAS, the surface course for the private street in Hampton Glen Subdivision was uncompleted and unapproved at the time the developer, Hampton Glen Development, LLC ("HGD") conveyed Hampton Glen Subdivision back to National Bank & Trust Bank, and closed for business, and filed bankruptcy; and

WHEREAS, National Bank & Trust has since been acquired by Peoples Bank via a bank merger; and

WHEREAS, pursuant to the terms of the said Agreement, this Board is empowered to declare the developer, Hampton Glen Development, LLC, to be in default of the Developer's obligations and to apply the funds from the said Letter of Credit for the completion of the uncompleted or unapproved improvements; and

WHEREAS, it is the desire of this Board to ensure that said improvements are completed and maintained in a timely manner, as well as in compliance with the approved plans and specifications; and

WHEREAS, in light of the foregoing, it is futile for this Board to give written notice to Hampton Glen Development, LLC and provide the Developer the opportunity to cure the default to avoid application of the security and collection of any deficiencies; and

WHEREAS, People's Bank has requested that the County Engineer complete the construction of the unapproved improvements, and the County Engineer has advised People's Bank, as owner and Surety, that the cost to do so will be \$22,800 if such work can be completed in the Fall of 2017 but the County may only do so by agreement or declaration of default; and

WHEREAS, People's Bank has declined to enter into a separate agreement; and

WHEREAS, the County Engineer's Office and County Prosecutor's Office have given notice to the Surety, People's Bank, that the conditions precedent to declare default and surrender the Letter of Credit in the possession of the County, and said Surety's legal counsel has provided the County Prosecutor's Office with the attached letter waiving certain conditions precedent set forth in the Letter of Credit; and

WHEREAS, to complete construction of the streets and appurtenances per the Agreement, it is necessary to declare default in performance and give notice of default and surrender the Letter of Credit in the possession of the County to the Surety, People's Bank; and

NOW THEREFORE BE IT RESOLVED, to declare Hampton Glen Development, LLC in default in performance of its obligations to timely construct improvements and to construct improvements in compliance with approved plans and specifications for the Hampton Glen Subdivision, in Hamilton Township; and

BE IT FURTHER RESOLVED, that the County Administrator is hereby directed to demand immediate payment of the amounts secured with Security Agreement No. 07-008 (P), and release the Letter of Credit in the possession of the County to the Surety in exchange for the sum of \$22,800.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Bond Agreement file
Engineer (file)
Bruce McGary

Resolution

Number 17-1322

Adopted Date August 22, 2017

AUTHORIZE THE COUNTY ADMINISTRATOR TO INITIATE NEGOTIATIONS OF A CONSTRUCTION MANAGER AT RISK SERVICES CONTRACT WITH CONGER CONSTRUCTION GROUP FOR THE EVENT CENTER AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, this Board of County Commissioners (the "Board") recognizing the need for a Construction Manager at Risk ("CMR") firm for the purpose of construction services for a new Event Center (the "Project") at the Warren County Fairgrounds issued a Request for Qualifications and Request for Proposals relative thereto; and

WHEREAS, Section 9.334 of the Ohio Revised Code, and Section 153:1-6-01 of the Ohio Administrative Code identify the requirements and procedures for procuring CMR construction services for the aforementioned Project; and

WHEREAS, four Statements of Qualifications and subsequently four proposals for CMR services were received, reviewed and evaluated by an Evaluation Committee (the "Committee") selected by the Board; and

WHEREAS, on August 14, 2017 the Committee interviewed all four firms; and

WHEREAS, on August 16, 2017 the Committee evaluated each proposal, considering the proposed cost and qualifications, and ranked Conger Construction Group as the best value to perform CMR services for the Project.

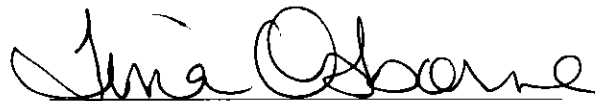
NOW THEREFORE BE RESOLVED, to authorize the Warren County Administrator to initiate negotiations of a CMR services contract with Conger Construction Group to perform the services at a compensation determined to be fair and reasonable to the Board, as well as considering the other factors required by Section 9.334 of the Ohio Revised Code.

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

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

Resolution adopted this 22nd day of August 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Fairgrounds (file)
Martin Russell
T. Zindel
OMB