

# Resolution

Number 23-0335

Adopted Date March 21, 2023

ACCEPT RESIGNATION OF JONATHAN MANSELL, CONTROL SYSTEMS  
TECHNICIAN II, WITHIN WARREN COUNTY WATER AND SEWER DEPARTMENT  
EFFECTIVE MARCH 15, 2023

BE IT RESOLVED, to accept the resignation of Jonathan Mansell, Control Systems Technician II,  
within Warren County Water and Sewer Department, effective March 15, 2023.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Water and Sewer (file)  
J. Mansell's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 23-0336

Adopted Date March 21, 2023

ADMINISTER DISCIPLINARY ACTION AGAINST KYLA RUSSELL, FOSTER CARE/ADOPTION CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Russell, was charged with Group II offense #16, Severe disregard or neglect of job duties, failing to maintain required standards of performance, in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, the Director requested a Pre-Disciplinary conference for the above violation regarding Ms. Russell; and

WHEREAS, Ms. Russell was given notification of a pre-disciplinary conference on March 15, 2023; and

WHEREAS, Ms. Russell waived her right to a pre-disciplinary conference on March 17, 2023; and

WHEREAS, it is the recommendation of the Director that Ms. Russell serve a one (1) day suspension; and

NOW THEREFORE BE IT RESOLVED, that Kyla Russell, Foster Care/Adoption Caseworker II, within the Warren County Job and Family Services, Children Services be disciplined for violating the Warren County Personnel Policy Manual as herein before discussed, the penalty for which shall consist of a one (1) day suspension to be served March 20, 2023; and

BE IT FURTHER RESOLVED, this action shall become a part of Ms. Russell's personnel file.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)  
K. Russell's Personnel File  
OMB (Sue Spencer)

# Resolution

Number 23-0337

Adopted Date March 21, 2023

## ADVERTISE FOR BIDS FOR THE 2023 CHIP SEAL PROJECT

BE IT RESOLVED, to advertise for bids for the 2023 Chip Seal Project for the County Engineer; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County website, beginning the week of March 26, 2023; bid opening to be April 13, 2023 @ 2:00 p.m.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

KP

cc: Engineer (file)  
OMB Bid file

# Resolution

Number 23-0338

Adopted Date March 21, 2023

AUTHORIZE THE WATER AND SEWER DEPARTMENT TO ENTER INTO CONTRACT NEGOTIATIONS WITH TYLER TECHNOLOGIES, INC. FOR THE PURCHASE OF UTILITY BILLING SOFTWARE SYSTEM FOR THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution 22-1422, adopted September 27, 2022, the Warren County Board of County Commissioners approved the issuance of a request for proposals to interested firms for the procurement of Utility Billing software; and

WHEREAS, the Commissioner appointed evaluation committee has reviewed the proposals and conducted post-proposal interviews of the three top ranked firms to allow the firms an opportunity to clarify and respond to questions, and upon further discussions has reached consensus regarding the ranking of the proposals based on best value with the rankings as shown in the below table; and

CATEGORY	POSSIBLE POINTS	Tyler Technologies	NorthStar	inHance
Utility Billing System Cost	20	13.94	11.57	12.53
Requirement & Questionnaire Responses	65	60.06	63.50	61.05
Demonstration & Interview	15	14	11.5	6.55
<b>TOTAL</b>	<b>100</b>	<b>88.00</b>	<b>86.57</b>	<b>80.13</b>

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners accept the evaluation and rankings of the three top ranked firms and further authorize the Water and Sewer Department to enter into contract negotiations with the best valued firm, Tyler Technologies, Inc.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
Bid File  
Project File

# Resolution

Number 23-0339

Adopted Date March 21, 2023

ENTER INTO CONTRACT WITH BRUMBAUGH CONSTRUCTION INC. FOR THE HENDRICKSON ROAD BRIDGE #80-0.19 REHABILITATION PROJECT (WAR-CR 80-0.19)

WHEREAS, pursuant to Resolution #23-0244 dated February 28, 2023 this Board approved a Notice of Intent to Award Bid for the Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19) to Brumbaugh Construction, Inc., for a total bid price of \$447,338.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Brumbaugh Construction, Inc., 3520 State Route 49, Arcanum, Ohio 45304 for a total bid price of \$447,338.00; as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KP/

cc: c/a—Brumbaugh Construction, Inc  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 21 day of March, 2023, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Brumbaugh Construction, 3520 State Route 49, Arcanum, Ohio 45304** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

### **Hendrickson Road Bridge #80-0.19 Rehabilitation Project (WAR-CR 80-0.19)**

hereinafter called the project, for the sum of **\$447,338.00 (Four Hundred Forty- Seven Thousand, Three Hundred Thirty- Eight Dollars and No Cents)** and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (it's or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Non-collusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Federal Davis Bacon Wage
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project is September 29, 2023 after the written Notice to Proceed has been issued from Warren County and ODOT and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

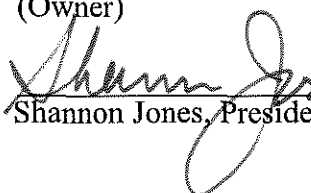
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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


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

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

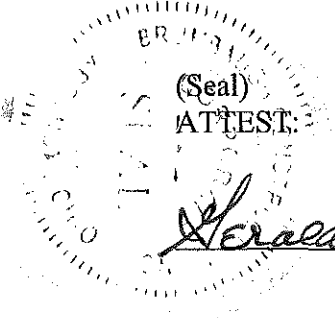
**WARREN COUNTY BOARD OF COMMISSIONERS**  
(Owner)

  
Shannon Jones, President

ATTEST:


  
Name Laura Londer

(Seal)  
ATTEST:

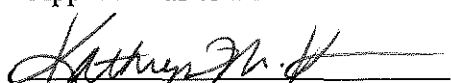


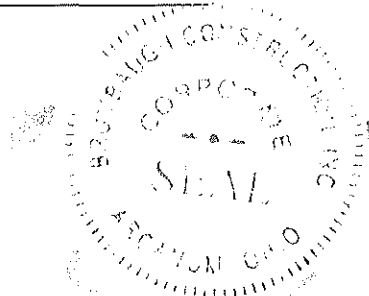


**BRUMBAUGH CONSTRUCTION, INC.**  
(Contractor)

By:   
Name Troy L. Myers  
Vice President  
Title

Approved as to Form:

  
Assistant Prosecutor



**NON-COLLUSION AFFIDAVIT**

STATE OF OHIO  
COUNTY OF DARKE

I, Troy L. Myers, holding the title and position of Vice President at the firm BRUMBAUGH CONSTRUCTION, INC., affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the bid or proposal.

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

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

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

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

The price of the bid/proposal has not been disclosed to any client, company, or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal date on February 21, 2023

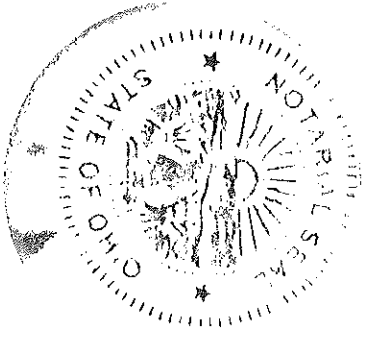
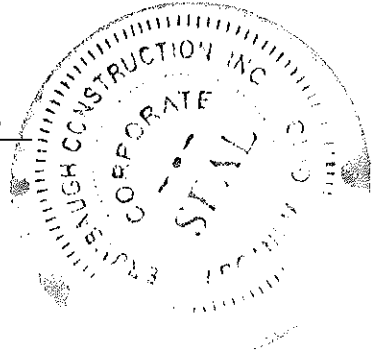
Troy L. Myers AFFIANT  
Troy L. Myers, Vice President

Subscribed and sworn to before me this 21st day of February 20 23

Geraldine Hurd (Notary Public),  
Geraldine Hurd, Notary

DARKE County.

My commission expires June 28, 20 25





BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0340

Adopted Date March 21, 2023

AMEND RESOLUTIONS #22-1682 AND #22-1683 ENTERING INTO AGREEMENTS WITH THE WARREN COUNTY PARK DISTRICT RELATIVE TO PROJECTS FUNDED BY THE AMERICAN RESCUE PLAN ACT – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS, pursuant to Resolutions #22-1682 and #22-1683 adopted November 1, 2022, this Board entered into beneficiary agreements with the Warren County Park District relative to projects funded by the American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds; and

WHEREAS, due to a clerical error, the aforementioned resolutions incorrectly identified the beneficiary agreements as subrecipient agreements; and

WHEREAS, said resolutions need to be amended to reflect the correct type of agreement; and

NOW THEREFORE BE IT RESOLVED, to amend Resolutions #22-1682 and #22-1683 to reflect the correcting of “Recipient” agreement to “Beneficiary” agreement.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Warren County Park District  
OGA (file)

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

# Resolution

Number 23-0341

Adopted Date March 21, 2023

**ACCEPT TAX INCENTIVE REVIEW COUNCIL RECOMMENDATIONS FOR THE 2022  
ENTERPRISE ZONE PROGRAM AND COMMUNITY REINVESTMENT AREA PROGRAM**

WHEREAS, the Tax Incentive Review Council (TIRC) met on March 10, 2023 and has presented the recommendations from the findings to this Board; and

WHEREAS, it is required by the State of Ohio for this Board to accept the recommendations of the TIRC; and

NOW THEREFORE BE IT RESOLVED, to accept the TIRC recommendations for the 2022 Enterprise Zone Program and Community Reinvestment Area Programs copy of said recommendations attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Economic Development (file)

March 21, 2023

To: Warren County Commissioners

From: Matthew Schnipke, Economic Development Director and  
Warren County Enterprise Manager/Housing Officer

Re: Tax Incentive Review Council (TIRC) Recommendations for Tax Incentive Programs  
(Community Reinvestment Area Program, Tax Increment Financing Program and  
Enterprise Zone Program)

The TIRC meetings were held on March 10, 2023 for the 2022 review of the Community Reinvestment Area (CRA) Program, Tax Increment Financing (TIF) Program and Enterprise Zone Program (EZ). The meeting results for each program follow:

### **Community Reinvestment Area Program**

The TIRC reviewed CRA's for the cities of Carlisle, Franklin, Lebanon, South Lebanon, Mason, Monroe and Springboro. The Warren County Commissioners have no approval authority over the CRA programs of these municipalities; therefore, the TIRC only echoes the recommended action of the local municipality.

The local jurisdictions were satisfied with the performance of their particular CRA programs in all cases. Some communities had CRA agreements below project job creation targets, however; these projects created jobs where there had previously been vacancy, so each community was in favor of continuation. Additionally, many companies are nearly back to pre-pandemic levels, and each city requested leniency for another year to allow full ramp-up. In other cases, communities with underperforming job numbers in their CRA agreements were still pleased as capital investment was of more importance to their community. Each community believes the CRA program to be a very useful tool for fostering future growth.

Two CRA areas were reviewed which are under the jurisdiction of the Warren County Commissioners. The Grandin Road CRA in Hamilton Township and the Turtlecreek Township West CRA in Turtlecreek Township were both established in 2018. The Grandin Road CRA in Hamilton Township does not have any active agreements. The Turtlecreek Township West CRA Area has one agreement established in 2021. That agreement was found to be compliant. The TIRC recommended continuation of both CRA areas and Agreement #1 in Turtlecreek Township West. It is the intention to have future agreements for business attraction in both areas.

### **Tax Increment Financing Program**

The TIRC reviewed TIF Program projects for the cities/villages of Lebanon, Loveland, Springboro, Mason, Monroe, and South Lebanon and for Turtlecreek Township. As with the Community Reinvestment Areas, the Warren County Commissioners have no approval authority for this program. The TIRC action is reported directly to those municipalities to accompany their

annual report to the Ohio Development Service Agency. Each TIF discussed was performing/generating the appropriate revenue as prescribed and any debt service was being met through TIF proceeds. The request and approved action by the TIRC was to accept all TIF districts in compliance and to recommend their continuation.

The TIRC reviewed the TIF projects Warren County created for the Greens of Bunnell Hill and Miami Valley Gaming. The Greens of Bunnell Hill will expire after 2022 and the Miami Valley Gaming TIF has been extended an additional 20 years at 100% abatement. A list of projects that could be eligible for these funds was presented to the TIRC. The TIRC found all projects to be compliant.

**Enterprise Zone Program**

The County Commissioners have final approval of all Enterprise Zone Agreements in Warren County. The TIRC reviewed two active agreements for 2022. Both are in the City of Lebanon. The companies evaluated (Mane, Inc. and Lebanon Senior Partners, LLC), were both found to be compliant. Mane, Inc. had far surpassed contractual requirements. Lebanon Senior Partners, LLC has made significant improvements in job creation since the previous TIRC meeting. however the TIRC recommended continuation as hiring was delayed due to COVID and has significantly picked up in 2022. Economic Development staff will be coordinating a meeting to discuss the remaining gap in job creation.

**Mane, Inc.:** In Compliance – Mane, Inc. has highly exceeded original projections, and continues to show signs of growth. The job numbers from 2022 show significant growth of 47 new created jobs on the site due to the Enterprise Zone Agreement. These new jobs have an average annual payroll of nearly \$30,592,000. The total number of jobs (649) exceeds the number committed in the agreement (70) by 579 jobs. Mane, Inc.’s agreement has now expired and 2022 was the last reporting year.

**Lebanon Senior Partners, LLC:** In Compliance – Lebanon Senior Partners, LLC was in the second year of monitoring on the agreement. The project construction has been completed and hiring has started although it was delayed. The initial agreement called for 65 new FTEs to be hired, however due to COVID, construction (and subsequent hiring to open) was delayed. In 2022, Lebanon Senior Partners began making up for the delay in hiring, reporting 38 FTEs onsite, an increase of 35 positions from 2021. These new positions account for an average annual payroll of \$1,724,840.77. Economic Development staff will continue to monitor the gap in job creation as the company works to hit the projected 65 jobs in the agreement.

The following is a listing, by Enterprise Zone, of the agreements the TIRC reviewed:

<b>Company</b>	<b>School District</b>	<b>Agreement Date</b>	<b>Expiration Date</b>
<b>Lebanon</b>			
Mane, Inc.	Lebanon	Oct-07	2022
Lebanon Senior Partners, LLC	Lebanon	Apr-20	2030

**Community Reinvestment Area Program**

The County Commissioners have final approval of all Community Reinvestment Area Agreements within the Townships of Warren County. The TIRC reviewed one agreement within the Turtlecreek Township West CRA area. The agreement is in Turtlecreek Township. The company was CFPN Ohio, LLC.

**CFPN Ohio, LLC:** In Compliance – CFPN Ohio, LLC is the developer of the 296-acre site along State Route 63 that was formerly owned by the Ohio Department of Rehabilitation and Corrections. The agreement calls for \$116,000,000 in investment, 1,200 new jobs, and \$45 million in newly generated payroll. The project closed in October 2021, so 2022 was the first true year of reporting. The agreement works in phases, so the timeline is potentially 15 years per building assuming that certain value and job creation metrics are hit. The 15 years rolls on with the completion of each building.

This agreement was still in the construction phase but reported \$257,439.60 in construction wages.

The following is a listing, by Enterprise Zone, of the agreements the TIRC reviewed:

<b>Company</b>	<b>School District</b>	<b>Agreement Date</b>	<b>Expiration Date</b>
<b>Turtlecreek Township</b>			
CFPN Ohio, LLC	Lebanon	May 2021	2045

If the Board would like to see the figures for the companies reviewed, have any questions pertaining to any of the programs, or need further detail, please let me know.

Sincerely,



Matt Schnipke  
Director  
Warren County Economic Development

# Resolution

Number 23-0342

Adopted Date March 21, 2023

AUTHORIZE THE PRESIDENT OF THIS BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR DESIREE MORSIE-LYONS

WHEREAS, Desiree Morsie-Lyons, received a Deferred Loan for down payment assistance through the First Time Home Buyer Down Payment Assistance Program-Habitat for Humanity, funded by the FY04 Community Housing Improvement Program (CHIP), on the property at 729 Christian Lane, Lebanon, Ohio 45036; and

WHEREAS, the requirements of the down payment assistance mortgage have now been satisfied; and

NOW THEREFORE BE IT RESOLVED, to issue a Satisfaction of Mortgage for the Mortgage to Secure a Deferred Loan recorded in Book 4228, pages 482-485, held by the Warren County Board of Commissioners, on the property at 729 Christian Lane, Lebanon, Ohio.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: c/a— Morsie-Lyons, Desiree  
Cinci-Title Agency, Ltd.  
OGA (file)

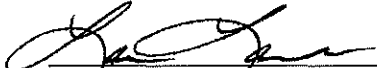
**SATISFACTION OF MORTGAGE**

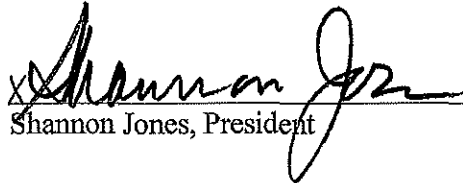
**KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners** does hereby certify, that a certain Mortgage Deed, dated the 27th day of June, 2006, recorded on the 28th day of June, 2006, in Record of Mortgages, Vol. 4228 Pages 482-485, in the Office of the Recorder of Warren County, Ohio, executed by **Desiree Morsie-Lyons**, unmarried, to the Warren County Board of Commissioners on the following real estate, known as 729 Christian Lane, Lebanon, Ohio 45036, and legally described in Exhibit "A", attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners by Shannon Jones, President, acting in her official capacity, has hereunto set her hand this 21st day of March, 2023, A.D.

Signed and Acknowledged  
In the Presence of

**Warren County Board of Commissioners**

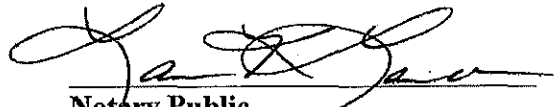
  
\_\_\_\_\_  
Signature of Witness  
Laura Lander  
\_\_\_\_\_  
Printed Name of Witness

  
\_\_\_\_\_  
Shannon Jones, President

**State of Ohio**  
**County of Warren, ss:**

Be It Remembered, That, on this 21st day of March, 2023, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Shannon Jones, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in her official capacity, to be her voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

  
\_\_\_\_\_  
Notary Public

This instrument prepared by Warren County, Ohio.



**LAURA K LANDER**  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2017-RE-687973  
My Commission Expires Dec. 28, 2027

**EXHIBIT "A"**  
Legal Description  
Warren County

Sidwell No. 13-35-252-024

Situated in the City of Lebanon, County of Warren and State of Ohio, and being Lot Numbered 5834 of Harmon Woods Subdivision, Section 4, as recorded in Plat Book 66, page 76 of the Plat Records in the Warren County Recorder's Office of Warren County, Ohio'

Prior Instrument Reference: Volume 3859, page 332 of the Official Records of Warren County, Ohio

L:\Grants\Satisfaction of Mort – only no res-Morsie-Lyons



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

# Resolution

Number 23-0343

Adopted Date March 21, 2023

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COMMISSIONERS TO SIGN LOCAL SUPPORT AGENCY MEMORANDUM OF UNDERSTANDING WITH LEBANON CORRECTIONAL INSTITUTION ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to approve and authorize the President of the Board of Commissioners, on behalf of Emergency Services Department, to sign the Local Support Agency Memorandum of Understanding with Lebanon Correctional Institution; copy of said Memorandum of Understanding attached hereto and made a part hereof.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a—Lebanon Correctional Institution  
Emergency Services (file)

**Local Support Agency Memorandum of Understanding  
With  
Lebanon Correctional Institution ( LeCI )**

Date: March 21, 2023

The Ohio Department of Rehabilitation and Correction protects Ohio citizens by ensuring effective supervision of adult offenders in environments that are safe, humane and appropriately secure. However, there may be a Critical Incident which disrupts the routine operations or services of a correctional facility creating a state of disorder, a threat to security or an inability to maintain orderly control of inmates. During our response and recovery from the Critical Incident, it may be necessary to utilize resources beyond what ODRC is able to directly provide.

**I. Statement of Purpose**

The purpose of this Memorandum of Understanding is to identify resources that can be made available by the Warren County Department of Emergency Services to the Lebanon Correctional Institution to assist in response and recovery of a Critical Incident occurring at the prison. This memorandum is developed to provide a planning guide for the prison to know the agency's capabilities to respond to a Critical Incident, However, this memorandum does not guarantee that any or all services, personnel, and/or equipment will be available at all times.

**NOTE:** The Department of Emergency Services is the Emergency Management Authority for Warren County, Ohio.

**II. Request for Assistance**

In the event of a Critical Incident in the prison, the agency will be contacted by a prison employee in the ICS Logistics Section. Requests for local Emergency Management resource assistance will be made by the following process.

- A. Call the Warren County Communication Center at 513-695-2525 and request the Supervisor or Operator in Charge.
- B. Provide:
  - a. The nature of the Critical Incident.
  - b. The assistance needed (type, kind, quantity and time to report).

- c. The location to which they are to respond.
- d. The person to whom they are to report to upon arrival.
- e. A contact name and number.

C. Request the Communication Center to page the Emergency Management Staff.

In the event of a Critical Incident in Warren County, Lebanon Correctional Institution will be contacted by a county employee. Requests for local resource assistance will be made by the following process.

- A. Call Lebanon Correctional Institution at 513-932-1211 and request for the Shift Commander in charge.
- B. Provide:
  - a. The nature of the Critical Incident.
  - b. The assistance needed (type, kind, quantity and time to report).
  - c. The location to which they are to respond.
  - d. The person to whom they are to report to upon arrival.
  - e. A contact name and number.

### III. Scope of Assistance

The Local Support Agency resources are understood to be available to the prison on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

- A. The Personnel Resource response by the agency to the prison is as follows:
  - 1. Director of Emergency Services
  - 2. Emergency Management Operations Manager
  - 3. LEPC Coordinator
  - 4. Communications and Telecommunications Personnel as deemed necessary by the Director and Incident Command
- B. The Equipment Resource response by the agency to the prison is as follows:
  - 1. 800 MHZ Radios which include the Marcs and Warren County Systems

# Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor  
Annette Chambers-Smith, Director

## 2. Cellular Telephones

C. The Support Services capabilities of the agency to the prison is as follows:

1. Acquisition Resources
2. On Scene Resource Coordination
3. Communication Coordination with Responders
4. Search & Rescue Coordination
5. Activation of County Emergency Operation Center
6. Direct Avenue of Control with Ohio Emergency Management Agency's E.O.C. via Radio, Fax, and/or Telephone for State Coordination of Resources

D. The agency utilizes the following radio frequencies:

Warren County operates on the Ohio MARCS system.

The Lebanon Correctional Institution resources are understood to be available to Warren County on a twenty-four (24) hour a day, seven (7) day a week basis, unless otherwise specified in this Memorandum of Understanding.

A. The Support Services capabilities of Lebanon Correctional to Warren County is as follows:

1. Lebanon Correctional Institution can provide additional manpower by providing level 1 security inmates to assist with debris cleanup as the result of a natural disaster.
2. In the need of an emergency evacuation of the Warren County Jail Lebanon Correctional Institution can provide up to seven (7) – twelve (12) passenger transportation vans.

## IV. Prison/Agency Responsibilities

The Incident Commander will designate an individual to coordinate the agency assistance and needs in response to the Critical Incident. This individual will coordinate all security and any other needs of the agency, which may include, but not be limited to: Specific security issues, access to facilities, and protection of equipment and personnel. The prison will work with the agency to identify and arrange for the availability of utility connections at each prison site to facilitate the utilization of the agency resources. By ODRC policy, the prison Incident Commander has been delegated authority to manage a Critical Incident. However, where there is active involvement of Local Support

# Ohio | Department of Rehabilitation & Correction

Mike DeWine, Governor  
Annette Chambers-Smith, Director

Agencies, a Unified Command structure may be established, and command authority would then be shared with assisting agencies. The Incident Commander and the prison Incident Command Organization will work closely with the agency to coordinate their response. In order to maintain effective information release, the prison's Public Information Officer shall coordinate the Public/Media Information Release. The Local Support Agency shall consult with the prison's Public Information Officer prior to the release of information.

## V. Annual Review of the Memorandum of Understanding

The Lebanon Correctional Institution and the Warren County Department of Emergency Services will conduct an annual review of the details of this Memorandum of Understanding. Once updated, the prison will re-issue this document.

## VI. Limitation of Liability

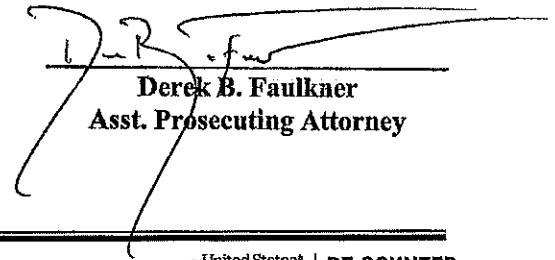
The Warren County Board of County Commissioners and its Department, Agencies and employees shall not be liable to ODRC, its' employees, agents, or officers, or to third parties for claims, damages, expenses, costs, fees, attorney fees, injurious actions, causes of actions or suits due to a refusal or failure to respond, in whole or in part, to a request for assistance.

  
Warren County Commissioner

3/21/23  
Date

  
Warden Chae Harris

APPROVED AS TO FORM

  
Derek B. Faulkner  
Asst. Prosecuting Attorney

Lebanon Correctional Institution  
State Route 63  
Lebanon, OH 45036  
www.drc.ohio.gov

United States\*  
**Census**  
2020 | **BE COUNTED**  
 Ohio  
It's easy, safe and important.  
Census.Ohio.Gov

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0344

Adopted Date March 21, 2023

AUTHORIZE ACCEPTANCE OF QUOTE FROM SECURE CYBER DEFENSE ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR FORTISWITCH EQUIPMENT

WHEREAS, Secure Cyber Defense will provide FortiSwitch Controller Equipment per Quote#001731 for Warren County Telecommunication, as indicated on the attached for purchase; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Secure Cyber Defense on behalf of Warren County Telecommunications for FortiSwitch Controller Equipment as attached hereto and a part hereof;

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Secure Cyber Defense  
Telecom (file)



We have prepared a quote for you

**FortiSwitch Purchase**

Quote # 001731  
Version 1

Prepared for:

**Warren County Board of Commissioners  
c/o Telecommunications**

201 Tyler Way  
Moraine, OH 45439  
www.secddef.com  
(937) 388-4405



### Hardware & Support

Description	Price	Qty	Ext. Price
<b>FortiSwitch 424E-POE</b> Layer 2/3 FortiGate switch controller compatible PoE+ switch with 24 x GE RJ45 ports, 4 x 10 GE SFP+, with automatic Max 250W POE output limit (One-Time Cost)	\$1,920.00	1	\$1,920.00
<b>FortiSwitch-424E-POE Support</b> FortiSwitch-424E-POE 1-Year FortiCare Premium Support (Support Term Cost)	\$224.00	1	\$224.00
<b>Subtotal:</b>			<b>\$2,144.00</b>

### Invoicing & Payment Terms

Description	Qty
Upon approval of this quote, Customer will be invoiced for Total One-Time and Support Term Costs. Payment is due within thirty (30) days of receipt of invoice.	



201 Tyler Way  
Moraine, OH 45439  
www.secdef.com  
(937) 388-4405



## FortiSwitch Purchase



Prepared by:  
Secure Cyber Defense  
Shawn Waldman  
(937) 388-4405  
swaldman@secdef.com

Prepared for:  
Warren County Board of  
Commissioners c/o  
Telecommunications  
500 Justice Drive  
Lebanon, OH 45036


Quote Information:  
Quote #: 001731  
Version: 1  
Delivery Date: 02/16/2023  
Expiration Date: 03/18/2023

## Quote Summary

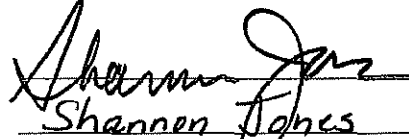
Description	Amount
Hardware & Support	\$2,144.00
Total:	\$2,144.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All managed service contracts are a minimum of 1 year unless otherwise noted.

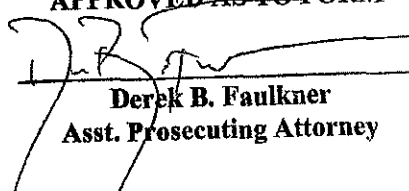
### Secure Cyber Defense

Signature:   
Name: Shawn Waldman  
Title: CEO  
Date: 02/16/2023

### Warren County Board of Commissioners c/o Telecommunications

Signature:   
Name: Shannen Jones  
Date: 3/21/23

**APPROVED AS TO FORM**

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

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

# Resolution

Number 23-0345

Adopted Date March 21, 2023

APPROVE AN ANNUAL MAINTENANCE AND SUPPORT AGREEMENT WITH SOUND COMMUNICATIONS, INC. FOR VERINET MEDIA RECORDER RENEWAL ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into an annual maintenance and support agreement with Sound Communications, Inc. on behalf of Warren County Telecommunications for Renewal of Verint v15 Media Recorder for Public Safety and 911 recording as attached hereto and a part hereof.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Annual Maintenance & Support Coverage Offer & Acceptance



Sound Communications, Inc.

P.O. Box 1148, Grove City, OH 43123

Phone: 800-556-8556 Fax: 614-875-8179

[www.soundcommunications.com](http://www.soundcommunications.com)

Sound Communications, Inc., is pleased to provide this renewal of Maintenance & Support Coverage on your Verint v15 Recording system at the level shown below. To maintain your coverage with no lapses, we must receive your Renewal via fax, email, or standard mail, by no later than midnight of the date shown. In addition, Payment must be received by no later than 10 days after the renewal date, or coverage may lapse. If you would like to discuss other coverage options, or are considering a change to service on a time and materials basis please contact us at the number shown above. Our current support rates are shown below. Please be aware that customers covered by an Annual Maintenance & Support plan always receive priority queuing for support requests. In addition, guaranteed response times are only offered in conjunction with maintenance and support agreements. Please refer to the accompanying current Terms & Conditions document for more information.

Customer Name:	Warren County 911	Phone:	513-695-1318
Billing Contact Name:	Paul Kindell	E-Mail:	paul.kindell@wooh.net
Billing Address:	500 Justice Drive Lebanon, Ohio 45036		
System Location (if different):			
Coverage Dates:	12/01/2022 to 11/30/2023	System Identifier:	v15 DC-3509

Plan Level: Standard  
Plan Cost: \$32,759.77

**Enhanced**  
\$37,613.07

Premier  
\$42,466.37

This Offer extended on behalf of Sound Communications, Inc., by:

*James Jacobs*  
James Jacobs, CFO

By my signature below, I affirm that I am authorized to accept, and do accept, this Offer on behalf of my organization. We agree to the payment terms as outlined in the Terms & Conditions.

Signature: *Shawn Joe*

Date: 3/21/23

(if different from Billing Contact above, please provide new information below)

PO#:

Billing Contact (if different)		System Supervisor		SCI Hourly Support Rates as of: 1/1/2020			
Name:				Business	After-hours	Weekend & Holiday	
Phone:				Phone	\$105.00	\$145.00	\$230.00
Fax:				Remote Access	\$125.00	\$175.00	\$260.00
Email:				In-House	\$115.00	\$160.00	\$245.00
Cell (optional):				Onsite	\$185.00	\$265.00	\$350.00
				Trip Charge	\$150.00	\$200.00	\$250.00

APPROVED AS TO FORM

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







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

# Resolution

Number 23-0346

Adopted Date March 21, 2023

APPROVE THE CONTRACT WITH CLINTON COUNTY FAMILY AND CHILDREN FIRST COUNCIL ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract with Clinton County Family and Children First Council on behalf of Mary Haven Youth Center to provide placement services from March 10, 2023 thru June 30, 2023. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Clinton County  
Juvenile (file)  
Mary Haven Youth Center (file)  
Clinton County Family and Children First Council

## **CONTRACT FOR RESIDENTIAL TREATMENT SERVICES AT THE WARREN COUNTY MARY HAVEN YOUTH CENTER**

This contract is entered into and effective as of the date last signed below, by and between the Board of County Commissioners of Warren County, on behalf of the Juvenile Division of the Court of Common Pleas of Warren County (hereinafter "Warren County") and the Clinton County Family and Children First Council, 1025 S. South Street, Wilmington, Ohio 45177 (hereinafter "Clinton County").

**Whereas**, Clinton County is in need of secure residential treatment and rehabilitation services for a male juvenile adjudicated delinquent; and

**Whereas**, Warren County owns and operates the Mary Haven Youth Center per Section 2151.65 of the Ohio Revised Code and has capacity to receive additional male juveniles adjudicated delinquent and in need of secure residential treatment and rehabilitation, and is willing to provide this service to Clinton County on this contractual basis pursuant to Section 2151.654 of the Ohio Revised Code.

**Now, Therefore**, the parties mutually agree as follows:

1. Contingent upon available space, Warren County agree to provide secured residential treatment in the Mary Haven Youth Center to a male juvenile offender, **Juston Strickland** and Clinton County agrees to pay to Warren County a per diem of one hundred seventy-five dollars (\$175.00) per day the juvenile is actually placed at Mary Haven Youth Center.
2. The participating counties agree the term of placement under this Agreement for the above-named child shall be from **March 10, 2023** up to and including **June 30, 2023**, or upon the successful completion of the therapeutic and transition program as determined by Mary Haven Youth Center, or upon the juvenile being ordered into an alternate placement by the Clinton County Juvenile Court, or unless this Agreement is otherwise terminated by either party. The initial term of placement may be extended by written Agreement of the parties, at which time the per diem shall be renegotiated prior to any extension of the placement as part of said written Agreement.
3. The parties herein acknowledge that the adjudicated delinquent juvenile[s] will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile[s] meets the criteria for admission/acceptance into the program for residential treatment services. Clinton County acknowledges and agrees that placement of the juvenile can only take place upon full completion of the intake application to be provided by Warren County.
4. The parties agree that all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, or their insurance provider. Clinton County Juvenile Court shall be responsible to order the above liabilities to be owed by the parent/guardian/custodian in the relevant dispositional entry and order, including the responsibility of child support, provides health insurance, and/or a cash medical order. Clinton



County shall supply the juvenile's health insurance card upon admission of the juvenile into Mary Haven Youth Center.

5. Warren County shall prepare and submit a monthly invoice to Clinton County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made by Clinton County in full within thirty days from the date of the invoice. The failure of Clinton County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services and placement provided herein. Invoices shall be sent to:

Clinton County Family and Children First Council  
Attn: Maggie Henry  
1025 S. South Street, Suite 300  
Wilmington, Ohio 45177  
[Maggie.henry@jfs.ohio.gov](mailto:Maggie.henry@jfs.ohio.gov)

The payment shall be made payable to Warren County Juvenile Court and mailed to:

Warren County Juvenile Court Justice Center  
Attn: \_\_\_\_\_  
900 Memorial Drive  
Lebanon, Ohio 45036

6. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in programs provided at said facility as coordinated and administered by the Mary Haven Youth Center staff. The programs shall consist both of therapeutic and transitional services as planned and directed by Mary Haven Youth Center. Any and all delinquency files, probation files, Mary Haven Youth Center files, documentation, progress notes, treatment plans, etc. in the possession of either Participating County concerning the juvenile at subject to this agreement shall be available upon request to the other Participating County.

7. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Clinton County agrees the Clinton County Juvenile Court shall provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education, a failure to do so may result in immediate termination of this Agreement.

8. Clinton County acknowledges and agrees that it shall be solely responsible for secure transportation of the juvenile subject to this Agreement to and from the Mary Haven Youth Center upon admission, any subsequent review hearings or court appearance, and eventual release.

9. The parties, their employees, and agents shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties further acknowledge and agree that (i) the parties are autonomous organizations; (ii) the parties have independent and separate boards of directors and officers responsible to manage their



**Clinton County Family and Children First Council**

Maggie Henry  
Council Coordinator

3/10/23  
Date

Resolution or Authorizing instrument authorizing signatory to bind the Clinton County Family and Children First Council attached.

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio  
COUNTY OF Clinton

I, Maggie Henry, holding the title and position of Council Coordinator at the firm Clinton County FCFC, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

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

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

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

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

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

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

Maggie Henry  
AFFIANT

Subscribed and sworn to before me this 13<sup>th</sup> day of March 2023

Jeanne L. Horne  
(Notary Public),

Clinton County.

My commission expires Jan 2, 2028

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

# Resolution

Number 23-0347

Adopted Date March 21, 2023

APPROVE AND ENTER INTO AN AGREEMENT WITH THE UNIVERSITY OF CINCINNATI COLLEGE OF ALLIED HEALTH SCIENCES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve enter into an agreement with University of Cincinnati College of Allied Health Sciences on behalf of Warren County Children Services; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: c/a—University of Cincinnati  
Children Services (file)

**University of Cincinnati**  
**College of Allied Health Sciences**  
**Field Instruction – Affiliation Agreement**

THIS AGREEMENT (the “Agreement”), effective the date last signed below (the “Effective Date”), is entered into by and between the **UNIVERSITY OF CINCINNATI**, a state institution of higher education organized under Chapter 3361 of the Ohio Revised Code, having its primary business address at 2618 University Circle, 625 University Pavilion, Cincinnati, OH 45221, **on behalf of the College of Allied Health Sciences** (the “School”) and **WARREN COUNTY CHILDREN SERVICES** (the “Site”) shall govern the use of the Site’s facility as an approved setting for field instruction in the School’s baccalaureate program and/or its graduate specializations in direct practice and social welfare administration.

WHEREAS, it is to the mutual benefit of the Site and the School to cooperate in educational programs using the facilities of the Site; and

WHEREAS, it is in the best interests of the parties to jointly plan for the organization, administration and operation of certain educational programs.

NOW, THEREFORE, in consideration of the following responsibilities to be undertaken by each party for the benefit of the other, the parties hereby agree as follows:

Unless stricken out, the following programs are included in this Agreement:

- Advanced Medical Imaging Technology
- Athletic Training
- Audiology
- Health Informatics
- Medical Laboratory Science
- Nutrition/Dietetics
- Occupational Therapy
- Physical Therapy
- Radiation Science Technology
- Respiratory Therapy
- Social Work
- Speech-Language Pathology

**ARTICLE I – SCHOOL RESPONSIBILITIES**

- A. The School will work cooperatively with the Site, using appropriate channels, in designating appropriate field learning experiences. The School will also work with the student and field instructor in deciding the educational appropriateness, timing, and feasibility of particular field learning experiences. These experiences may be within the Site, or in outside "satellite" placements.
- B. The School will respect the autonomy of the Site to set its own program and Site identity primarily as a service delivery system and only secondarily as a professional training resource.
- C. The School will select and/or recommend students in good standing to be placed at the Site and will make alternate plans for placement of student(s) in the event that such planning becomes necessary.

- D. The School will designate a member of the faculty to serve as fieldwork liaison to the Site. The liaison will periodically visit, either in person or virtually, the Site to review student progress and consult with the field instructor on learning patterns and problems.
- E. The School will provide opportunities for field instructors to review curriculum development efforts and have input into this process.
- F. The School will share student evaluations of the field placement experience and participate with the Site in decision-making regarding on-going field placement opportunities.
- G. The School will insure its employees, agents, and students while participating in the program, through a comprehensive program of self-insurance. Evidence of this insurance shall promptly be provided to the Site upon the Site's request. If employees of the School will be on the Site's facilities with students during the affiliation experience, the School shall promptly provide, upon request, evidence of Workers' Compensation insurance covering its employees. Students pursuing a Certificate are not covered by the School's program of self-insurance. These students will be required to carry a commercial contract for Professional Liability Insurance. Certificate students will be required to carry a policy that provides no less than \$1 million per claim and \$3 million aggregate. Evidence of this insurance shall promptly be provided to the Site upon the Site's request.
- H. The School will carry final responsibility for educational decisions concerning the student (e.g., grades, credits, hours at the Site, and the field-course curriculum in the Site and/or satellite field placement).
- I. The School will provide the Site with electronic access and/or a copy of the School's current Graduate Program Field Instruction and/or Undergraduate Program Field Instruction Manual, along with student evaluation forms.
- J. The School will ensure students involved in the educational program at the Site receive general training regarding the privacy rules of the Health Insurance Portability and Accountability Act (HIPAA) prior to entering the Site's facilities.
- K. *Additional responsibilities of the School of Social Work include:*
  - 1) The School agrees to provide all students with electronic access to and/or copies of the National Association of Social Workers Code of Ethics, as well as provide applicable training on such Code of Ethics and safety in the field.
  - 2) The School agrees to provide all students with electronic access to and/or copies of the current Ohio Counselor, Social Worker & Marriage and Family Therapist Board Laws & Rules.
  - 3) If requested by Site, student shall be responsible for completion of a criminal background check conforming to Site-specific criteria. The student will submit the results of the criminal background check to Site.
  - 4) If requested by Site, student shall be responsible for completion of a drug screening conforming to Site-specific criteria. The student will submit the results of the drug screening to Site.
- L. *Additional responsibilities of the Department of Advanced Medical Imaging Technology*
  - 1) The School shall require faculty assigned to the Site under this Agreement to supply to the Site their credentials at the request of the Site, to include: documentation that the faculty member is free of communicable disease, current immunizations, and evidence of at least basic life support certification in cardiopulmonary resuscitation. The certification card must show inclusive dates.

- M. *Additional responsibilities of the Athletic Training Program*
  - 1) The School will provide students with information regarding expectations for the educational program and general instruction needed for students to perform specific assigned tasks.
  - 2) The School will provide instruction to students pertaining to blood borne pathogens and universal precautions in compliance with Occupational Safety and Health Administration Regulations.
  
- N. *Additional responsibilities of the Medical Laboratory Science Program*
  - 1) The School will maintain a file for each student. The student's file will contain immunization records and documentation of health preventative measures as required by the School;
  - 2) The School will remove or reassign any student that is not compliant with the Site's policies and procedures or any student who is not performing satisfactorily and in a manner that is detrimental to patient care or Site operations.
  - 3) The school will secure and maintain Program accreditation from NAACLS

## ARTICLE II – SITE RESPONSIBILITIES

- A. The Site will permit students to use its facilities during the period of placement, including: (a) space for students that are sufficiently private for carrying on independent work and activities, (b) clerical service for those records and reports which are produced for the Site, (c) access to client and Site records; and (d) cafeteria facilities.
- B. The Site will provide the physical facilities and equipment necessary to conduct the educational program.
- C. The Site will consult with the School, as early as possible, when concerns develop regarding a student's progress or performance.
- D. The Site will provide reimbursement whenever possible for student travel expenses on Site business.
- E. The Site will observe the School's academic calendar with respect to student holiday and vacation periods.
- F. The Site will provide access at reasonable times and with reasonable advance notice to representatives of the School and its accrediting bodies.
- G. The Site will protect student confidential information and education records from disclosure and will abide by all applicable laws, including but not limited to, the federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. & 1232 (g), and agrees to abide by its provisions. The Site will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted student education records received from, or on behalf of School or its students. The procedures will be documented and available for School to review upon request. Upon termination, cancellation, expiration or other conclusion of the Agreement, Site shall securely store or destroy student education records in accordance with its own human resource retention policies. The Site will report any breach of such confidential student information or educational records to the School within five (5) days of determining such a breach.
- H. The Site will insure itself and its employees, agents, and volunteers through a fiscally sound program of self-insurance or commercial insurance or a combination thereof, for professional and general liability.
- I. The Site will provide emergency care to students or faculty for any accident, injury, or illness that occurs at Site's facilities. The student or faculty member or their respective health insurance can be billed for any Emergency Department service. Responsibility for follow up care remains



- the responsibility of the student or faculty member.
- J. The Site will confer with the School faculty and the student on the student's progress.
  - K. The Site will serve as a clinical site and/or a supervised practice site which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of interest.
  - L. The Site will provide staff time for planning with School faculty for student learning experiences.
  - M. The Site will provide opportunities for observation and practical experiences in the patient units and clinics and/or in selected departments of the Site.
  - N. The Site will assist in the orientation of faculty and students to the Site's physical facilities, policies, and procedures.
  - O. The Site will provide instruction and supervision where students are working with patients and equipment and instruction in procedures. The students will be functioning as part of the Site's workforce pursuant to 45 C.F.R. §160.103 and will be subject to the Site's HIPAA policies and procedures. The Site will be responsible for the enforcement of its HIPAA policies and procedures and compliance by the students.
  - P. *Additional responsibilities for Sites collaborating with the School of Social Work*
    - 1) The Site will abide by provisions of the Health Insurance Portability and Accountability Act (HIPAA), Codified at 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq. Site will be responsible for and report any breach of such confidential student information or educational records to the School within five (5) days of determining such a breach.
    - 2) The Site will involve the student in the total Site program as appropriate and select assignments for the students in keeping with their educational needs.
    - 3) The Site will provide qualified staff as field instructors, subject to approval by the School, to supervise the performance of the student.
    - 4) The Site will assure that each field instructor has adequate time within his/her work schedule to: (a) meet the educational needs of the student through development of learning opportunities;(b) prepare for regularly scheduled individual conferences with student for a minimum of one (1) hour per week of formal supervision and ½ hour per week of availability informally for questions; (c) meet with the faculty liaison at periodic intervals to discuss learning opportunities and student performance; (d) prepare reports and evaluations as required by the School; and (e) attend appropriate School sponsored meetings, institutes, and seminars where feasible.
  - Q. *Additional responsibilities for Sites collaborating with the Communication Sciences and Disorders Program (Audiology and Speech-Language Pathology), Occupational Therapy Program, and Physical Therapy Program:*
    - 1) The Site will abide by provisions of the Health Insurance Portability and Accountability Act (HIPAA), Codified at 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq. Site further agrees to be liable for, and report any breach of such confidential student information or educational records to the School within five (5) days of determining such a breach.
  - R. *Additional responsibilities for Sites collaborating with the Medical Laboratory Science Program:*
    - 1) Will serve as a clinical laboratory which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of Laboratory Medicine.
    - 2) Will name a contact individual for planning with School faculty for student learning

- experiences and who will oversee student activities at the Site.
- 3) Will inform the School regarding changes in clinical facilities which may affect the clinical experience of the School's students. (This also is a statement required by our Site inspectors)
  - 4) Students shall not be considered employees of the Site, while performing activities related to and for the completion of their clinical experience, for any purpose and shall have no claim against the Site under this Agreement for wages, social security, or other employee benefits of any kind.

### ARTICLE III – JOINT RESPONSIBILITIES

- A. In the event that either party becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the parties shall reasonably cooperate in defending the claim, securing evidence and obtaining the cooperation of witnesses. Notice shall be provided by either party of any potential claim as soon as the claim, or potential claim, is known.
- B. The maximum number of students assigned to the Site during any instructional period shall be established by mutual agreement. The Site reserves the right to limit the number of students it accepts for affiliation.
- C. Where areas of difference exist or occur in rules, regulations, or questions of School work, field experience, or other Site practices, the Site rules, regulation or practices shall prevail, and such conflict shall be referred to the School and Site field instructor.
- D. There shall be no discrimination based on race, color, religion, national origin, sex, sex orientation, age, physical or mental handicap or status as a disabled veteran or veteran of the Vietnam era.
- E. The parties each agree to comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes, including but not limited to OSHA, which are applicable to this Agreement. This Agreement is executed and delivered in the State of Ohio, and it shall be governed by, construed, and administered in accordance with the laws of the State of Ohio.
- F. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, agent or employment relationship as between School and Site. Neither party has the authority to act for the other party, or to bind the other party in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the other party.
- G. Except as otherwise provided for herein, students will be responsible for their own medical and dental care and shall derive no special benefits or rights in that regard by participation in the program.
- H. This Agreement shall continue for a term of five (5) years from the Effective Date. This Agreement can be terminated at the convenience of either party hereto upon giving the other party no less than ninety (90) days' prior written notice of the party's intention to terminate. All students involved in the field instruction experience at the effective date of termination shall be permitted to complete their current educational term.
  - a. Notice to the School shall be in writing and sent by United States regular mail, postage prepaid, to:

University of Cincinnati  
College of Allied Health Sciences  
3225 Eden Avenue  
PO Box 670394  
Cincinnati, OH 45267

With copy to:  
Office of General Counsel  
University of Cincinnati  
PO Box 210623  
Cincinnati, OH 45221-0623

- b. Notice to Site shall be in writing and sent by United States regular mail, postage prepaid, to:

Site Name: Warren County Children Services

Address 1: 416 S East St

Address 2: \_\_\_\_\_

City, State, Zip: Lebanon, OH 45036

Attn: \_\_\_\_\_

- I. The terms and conditions of this Agreement can only be modified by mutual written agreement of the parties.
- J. *Additional mutual responsibilities pertaining to the School of Social Work*  
1) The parties will follow the standards and guidelines of the School's current Graduate Program (MSW) Field Instruction Manual and/or Undergraduate (BSW) Program Field Instruction Manual.
- K. *Additional mutual responsibilities pertaining to the Department of Advanced Medical Imaging Technology*  
1) The parties agree that when Site staff serve as preceptors supervising students' clinical experiences, the preceptors: a) may not supervise more than two students at any one time, and b) will implement the clinical education plan at the direction of a faculty member participating in the course in which the student is enrolled. Preceptors and roles and responsibilities of the preceptors and faculty will be mutually agreed upon by the Site and School.
- L. *Additional mutual responsibilities pertaining to the Athletic Training Program*  
1) Objectives will be established for fieldwork experiences and internship by the School with approval of the Site's clinical coordinator.  
2) School and Site shall each designate liaison personnel to assure systematic planning in the exchange of information regarding the students' clinical experience.
- M. *Additional mutual responsibilities pertaining to the Medical Laboratory Sciences program:*  
1) Students shall not be considered employees of the Site, while performing activities related to and for the completion of their clinical experience, for any purpose and shall have no claim against the Site under this Agreement for wages, social security, or other employee benefits of any kind.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives as of the Effective Date.

UNIVERSITY OF CINCINNATI

Warren County Board of Commissioners, OBO  
WARREN COUNTY CHILDREN SERVICES

By: Charity Accurso

By: Shannon Jones

Name: Charity E. Accurso, PhD

Name: Shannon Jones

Title: *Interim Dean, College of Allied Health Sciences*

Title: President

Date: 2/14/23

Date: 3/21/23

*Please print this document to complete the required information and return, signed, to the College of Allied Health Sciences at the University of Cincinnati. A fully signed copy will be sent back to you for your records.*

**APPROVED AS TO FORM**

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

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

# Resolution

Number 23-0348

Adopted Date March 21, 2023

APPROVE ADDENDA TO AGREEMENT WITH AGAINST ALL ODDS 126, INC.  
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF  
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Against All Odds 126, Inc. relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Against All Odds 126, 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**

**ADDENDA TO AGREEMENT**

**The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:**

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

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

And Against All Odds 126 Inc. hereinafter "Provider," whose address is:

Against All Odds 126 Inc.  
116 N Cherrywood Ave  
Dayton, OH 45403

Collectively the "Parties".

Contract ID: 19307923

Originally Dated: 06/01/2022 to 05/31/2023

Ohio Department of Job and Family Services

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

Addenda Number 1:

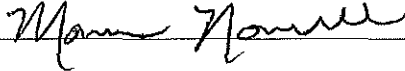
Addenda Reason: Other  
Addenda Begin Date: 06/01/2022  
Addenda End Date:  
Increased Amount:  
Article Name:

Addenda Reason Narrative:

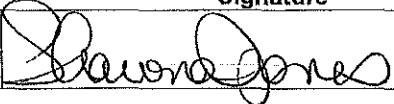
Need to add a new rate to the Title IV-E cost rate sheet. Maintenance - \$383.00, Administration - \$17.00, Total per diem - \$400.00.

**SIGNATURE OF THE PARTIES**

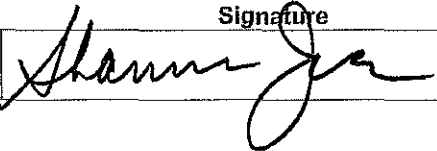
Provider: Against All Odds 126 Inc.

Print Name & Title	Signature	Date
Marcus Norvell Executive Director		2-24-23


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		3-14-23

Additional Signatures

Print Name & Title	Signature	Date
Shannon Jones, President		3/21/23

**APPROVED AS TO FORM**

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney



### Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information  
 Agency: Warren County Children Services  
 Provider / ID: Against All Odds 126 Inc. / 26263049

Run Date: 02/21/2023  
 Contract Period: 06/01/2022 - 05/31/2023

Service Description	Service ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Group Home Placement	35895		\$237.00	\$17.00							\$254.00	06/01/2022	05/31/2023
Group Home Placement	35895		\$383.00	\$17.00							\$400.00	02/01/2023	05/31/2023

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

# Resolution

Number 23-0349

Adopted Date March 21, 2023

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS  
WARREN COUNTY

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

Paradigm Health Services  
1325 E Kemper Rd #200  
Cincinnati, OH 45246

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs  
OhioMeansJobs (file)

## ***Classroom Training Agreement***

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Paradigm Health Services 1325 East Kemper Rd. Suite 200, Cincinnati Oh, 45246** hereinafter referred to as "Contractor".

### **Purpose:**

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

### **Terms of the Agreement:**

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

### **Responsibilities of the Contractor:**

1. Contractor agrees to assume any and all of its own administrative costs and further agrees that said cost will not be passed through in any manner to OMJWC or its trainees in relation to any training program funded through OMJWC.
2. The Contractor understands and agrees that OMJWC shall only incur financial obligation for each trainee upon provision to the Contractor by OMJWC of a signed letter of authorization and/or an approved Individual Training Account. Any additional training costs not covered by this agreement must receive prior OMJWC written approval and will require sufficient documentation of the additional training costs.
3. The Contractor will issue refunds for non-attendance and/or withdrawal for those trainees supported under this Agreement which shall be subject to and consistent with the Contractor's established and written policy relative to the refund of tuition and fees. No tuition will be paid until trainee's attendance exceeds the established refund policy date. Invoices may not indicate dates prior to the date that the WIOA funded trainee actually attends class/training. Test vouchers will not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

require immediate dismissal as per Contractor written policies in the course catalog.

10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

**Responsibilities of OMJWC:**

1. It is the responsibility of OMJWC to determine an applicant's eligibility.
2. OMJWC will provide to the Contractor a signed letter of authorization and/or an approved Individual Training Account.
3. OMJWC will make payment to the Contractor within approximately thirty days after the receipt of an accurate invoice and any necessary supporting documentation. The Contractor, upon acceptance of final payment of the amount due under this agreement, less any credits, refunds or rebates due, shall release and forever discharge OMJWC from all pecuniary and legal liabilities, obligations and claims arising from this Agreement.

### **General Provisions:**

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.
2. Termination of this Agreement may be made without cause by either party. This termination requires ten days advanced written notification.
3. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any actions or proceedings concerned with this Agreement and/or performance thereunder.
4. Commissioners and OMJWC covenant that, to the best of their knowledge, no person under its employ, who presently exercises and functions or responsibilities in connection with the Contractor or projects or programs funded by the Contractor, has any personal financial interest, direct or indirect, in the Agreement. Commissioners and OMJWC further covenant that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by the Commissioners and OMJWC. Any such interest, on the part of the Commissioners and OMJWC or its employees, when known, must be disclosed in writing to the Contractor.
5. By signing this Agreement, Commissioners and OMJWC certify that they are currently in compliance with, and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.
6. Commissioners and OMJWC hereby certify that all applicable parties listed in Division (I) or (J) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I) and (J) of Ohio Revised Code Section 3517.13.

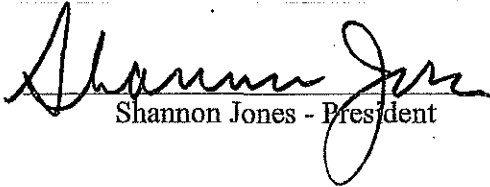
**Assurances and Certifications:**

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. The Contractor will defend, indemnify, protect and save OMJWC harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by the Contractor, its agents, employees, licensees, contractors or sub-contractors; (b) the failure of the Contractor, its agents, employees, licensees, contractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Contractor, its agents, employees, licensees, contractors, or sub-contractors that result in injury to persons or damage to property.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

*Signature Page*

In witness whereof, the parties have executed this instrument on the date(s) indicated below:

**Warren County Board of Commissioners**

  
Shannon Jones - President

3/21/23  
Date

**Contractor**


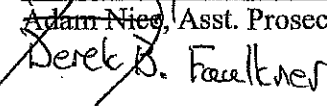
  
Authorized Contractor Signature

03/17/2023  
Date

Michael Hanson  
Typed Name of Authorized Contractor

03/17/2023  
Date

**Approved as to form:**

  
Adam Nieg, Asst. Prosecutor  
  
Derek B. Faulkner

March 17, 2023  
Date



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

# Resolution

Number 23-0350

Adopted Date March 21, 2023

DECLARE VARIOUS ITEMS WITHIN BOARD OF DEVELOPMENTAL DISABILITIES, BOARD OF ELECTIONS, BUILDING & ZONING, MARY HAVEN, RECORDS CENTER, AND TELECOMMUNICATIONS AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

BE IT RESOLVED, to authorize disposal of various items from Board of Developmental Disabilities, Board of Elections, Building & Zoning, Mary Haven, Records Center, and Telecommunications, in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

cc: 2023 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

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

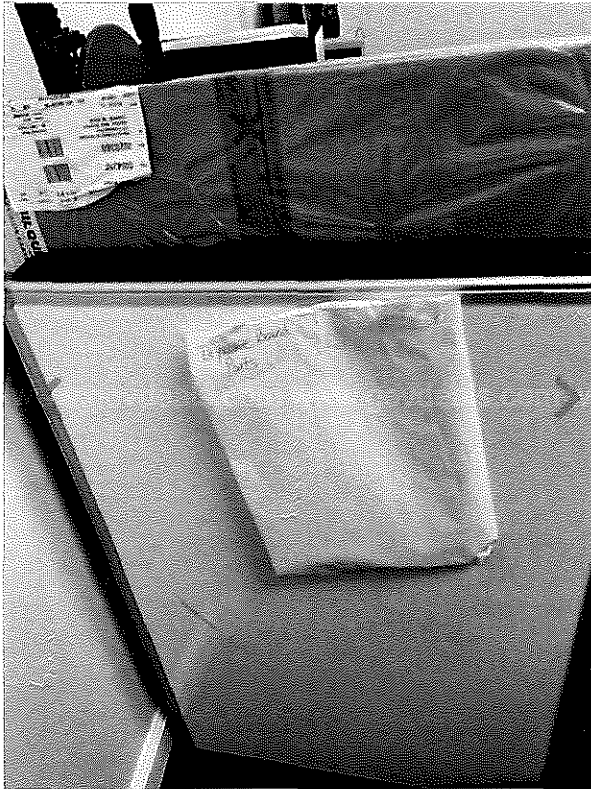
# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



## 3 Dry Erase Boards

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	School Equipment	BDD230016

Lot includes 3 Dry Erase Boards. 2 are gently used, 1 is new in box  
**\*\*PICK UP 42 KINGS WAY, LEBANON, OH 45036\*\***

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



## Digital Video/Photo Tripod

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Electronics, Personal	BDD230017

Digital Video/Photo Tripod- New in Box  
\*\*PICK UP 42 KINGS WAY, LEBANON, OH 45036\*\*

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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

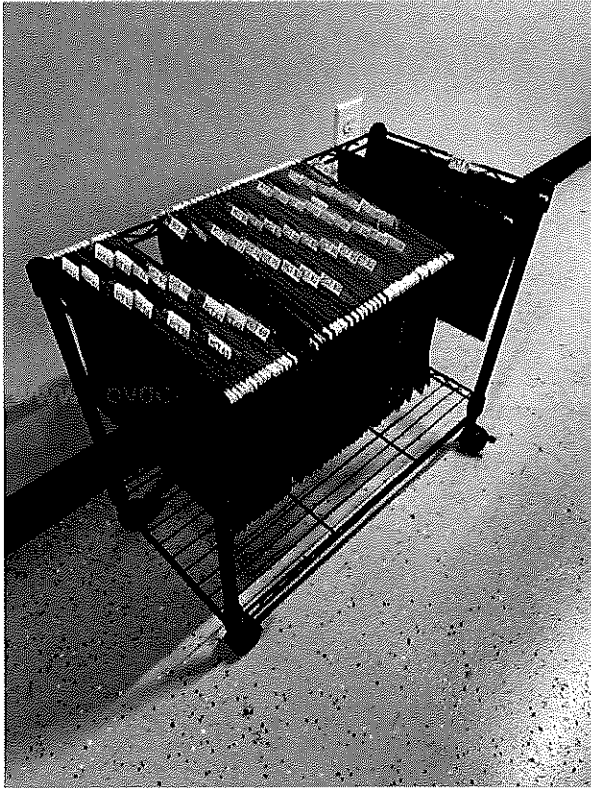
# GovDeals<sup>®</sup>

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[Advanced Search](#)



## Small Filing Cabinet

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230012

4 Small Filing Cabinets

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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## Single Tray Printer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

**Condition**

Used/See Description

**Category**

Election Equipment

**Inventory ID**

BOE230013

Single Tray Printer with power cord.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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## Single Tray Printer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Election Equipment	BOE230014

Single Tray Printer with power cord.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



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## Double Tray Printer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Election Equipment	BOE230015

Double Tray Printer with power cord.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace



[Advanced Search](#)



## Small Standing Voting Booth

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230016

4 Small standing voting booths.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

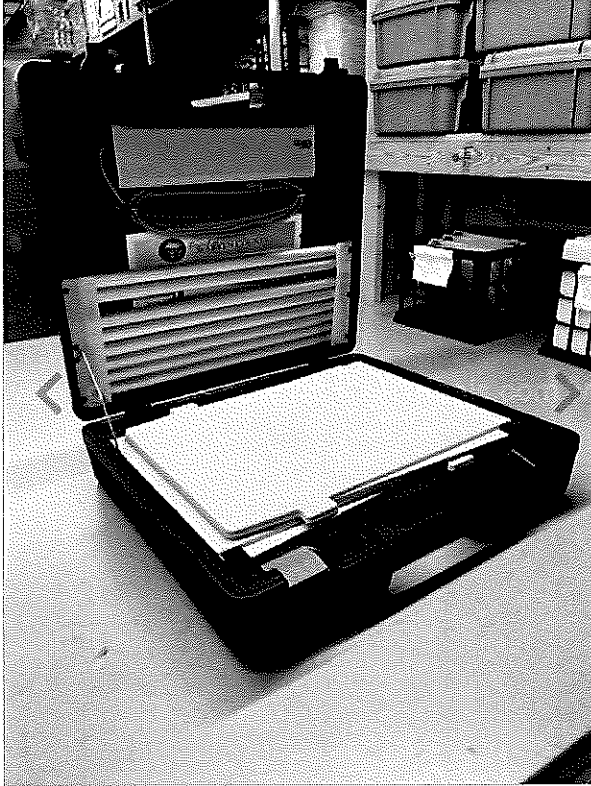
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## Large Standing Voting Booth

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230017

10 Large standing voting booths.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

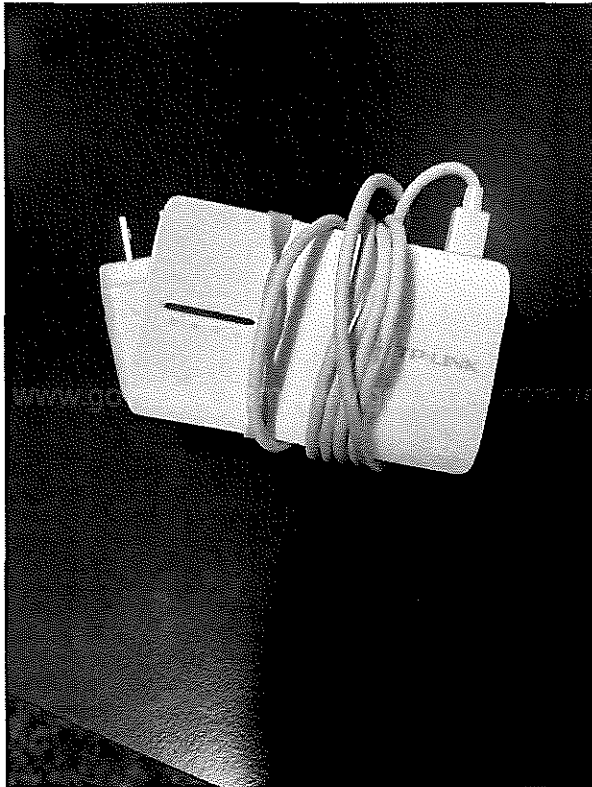
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## TP Link Router

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230018

57 TP Link Routers with Power Cords.

### ? Questions and Answers


There are currently no questions posted for this asset.

» Seller Information

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## Case Used to store ES&S M100

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Election Equipment	BOE230019

2 Empty Storage Cases

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

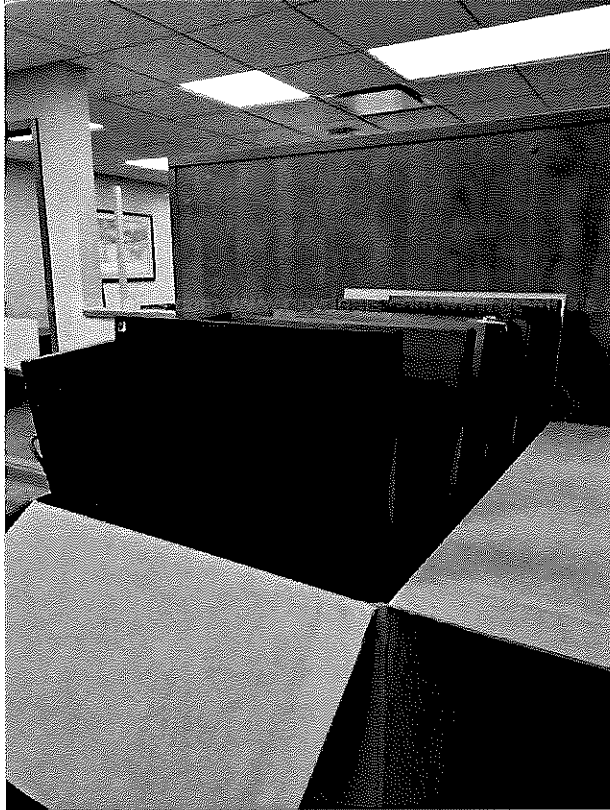
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## PC'S, MONITORS, KEYBOARDS, MOUSE

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors



Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	B&Z230002

13 PC'S (NO HARD DRIVES) 16 KEYBOARDS AND STANDS, 14 MOUSE, 2 VIDEO ADAPTER, 11 POWER PLUGS, 6 USBS AND 2 SPEAKERS

### ? Questions and Answers

There are currently no questions posted for this asset.

[» Seller Information](#)

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## 3 File Cabinets

Auction Ends **3/22/23 10:04 AM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

0 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	MRY23007

3 File Cabinets

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information

<b>Seller Name</b>	Warren County, OH <a href="#">[view seller's other assets]</a>
<b>Asset Contact</b>	<a href="#">Michael Mason</a> (Phone: 513-695-1613 ext. 1613)
<b>Asset Location</b>	900 Memorial Dr Lebanon, Ohio 45036-2443 <a href="#">Map to this location</a>

## Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

## \$ Payment



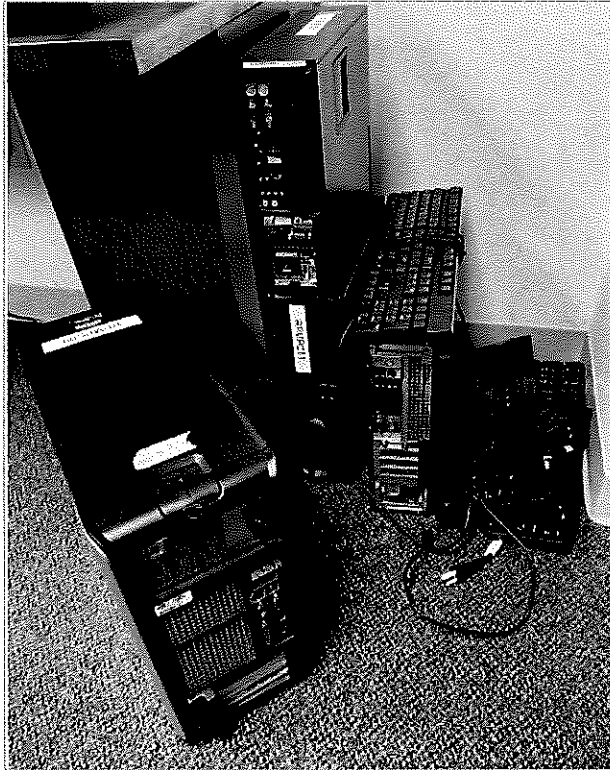
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## Lot of Dell Computers

Auction Ends **5/8/23 1:00 PM ET**

Starting Bid **\$1.00**

Bid Increment **\$2.00**

Minimum Bid **\$1.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

### Make/Brand

Dell

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	RCD23001

4 Optiplex Dell cpu units - 760, 780, 790 and 7010 with two keyboards and one mouse. Working condition, hard drives taken out

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## CISCO CATALYST 2960

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Make/Brand	Model	VIN/Serial
CISCO	CATALYST 2960	FOC1018X02G
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23015

IN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



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

Asset Contact [Kristy Oeder](#) (Phone: 513-695-1319)

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

### Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Inspection is by appointment only. Please see the contact below to schedule an inspection.

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

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## 4 Verint Supermicro 835 Servers

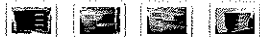
Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial	
Verint Supermicro	835 Server	see below	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Public Utility Equipment	TEL23016

all servers are in working condition

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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

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## 2 D-LINK DES-3200-28

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	VIN/Serial
D-LINK	DES-3200-28	PV8B3E9000007

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23017

UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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## DELL SONIC WALL TZ-105

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

[Terms and Conditions](#)

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0 visitors



Make/Brand	Model	VIN/Serial
DELL	SONIC WALL TZ-105	C0EAE480007C APL22-09B
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23018

USED UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



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

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

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

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

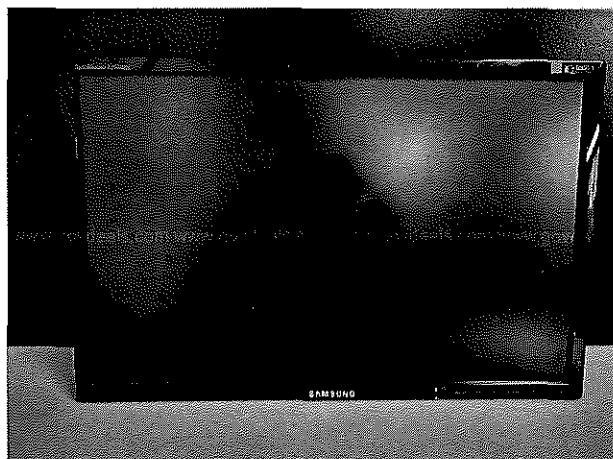
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## SAMSUNG MONITOR 2242BWX MODEL

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

0 visitors

Make/Brand	Model	VIN/Serial
Samsung	2242BWX	MY22H9NQ904592D
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23019

not in working condition; The screen will work Intermittently when first plugged in but will then turn blank/black within a couple of minutes DVI and VGA inputs

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



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

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

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

### Q Inspection

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## 6 HP USED PS2 KEYBOARDS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

**0** visitors

### Make/Brand

HP

### Condition

Used/See Description

### Category

Computers, Parts, and Supplies

### Inventory ID

TEL23020

OLD USED STOCK; UNKNOWN WORKING CONDITION

## ? Questions and Answers

There are currently no questions posted for this asset.

## » Seller Information



### Seller Name

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

### Asset Contact

[Kristy Oeder](#) (Phone: 513-695-1319)

### Asset Location

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

## Inspection

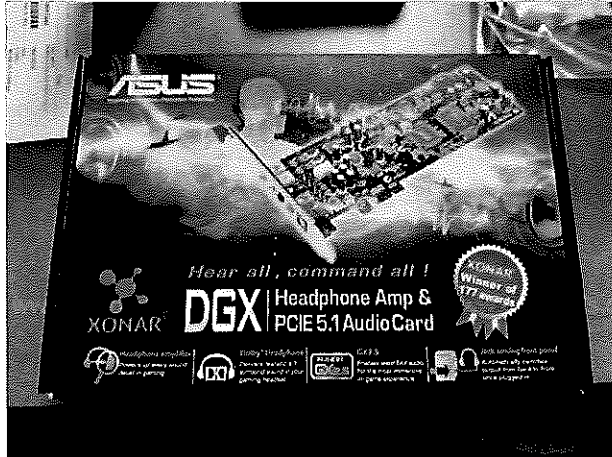
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## BOX OF 14 XONAR/ASUS PCIE 5.1 AUDIO CARDS

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

[Terms and Conditions](#)

0 visitors

Make/Brand	Model	VIN/Serial
XONAR ASUS	DGX	F1YACM013155
Condition	Category	Inventory ID
Used/See Description	Audio/Visual Equipment	TEL23021

UNKNOWN WORKING CONDITION PART NO. - 90-YAA0Q1-0UAN08Z

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



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

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

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

### Q Inspection

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## Box of 20 Standard Power cables

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

**0** visitors



Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	TEL23022

unknown working condition

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

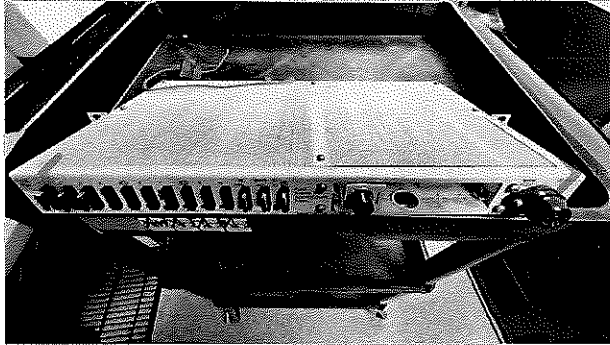
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## FUSE ALARM & DISTRIBUTION PANEL

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

**Make/Brand**

**Model**

UNKNOWN

D4ACTG02AB

**Condition**

**Category**

**Inventory ID**

Used/See Description

Electrical Supplies

TEL23023

UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name**

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

**Asset Contact**

[Kristy Oeder](#) (Phone: 513-695-1319)

**Asset Location**

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

### Q Inspection

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## TEKTRONIX SPECTRUM ANALYZER 2170

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
TEKTRONIX	SPECTRUM	8021868
Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	TEL23024

UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



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

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

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

### Inspection



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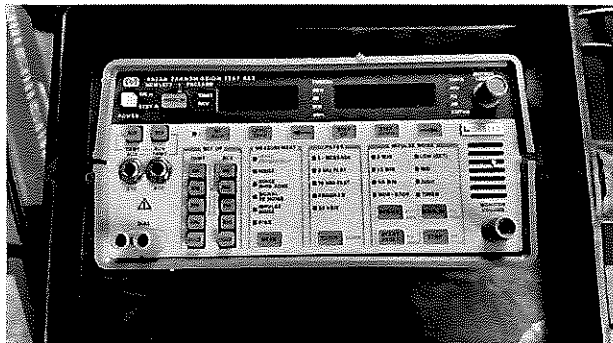
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## HEWLETT PACKARD 4935A TRANSMISSION TEST SET

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
HEWLETT PACKARD	4935A	068113
Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	TEL23025

UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



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

Asset Contact [Kristy Oeder](#) (Phone: 513-695-1319)

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

### Q Inspection

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## VARIOUS TOWER CLIMBING EQUIPMENT

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors

Make/Brand	VIN/Serial
UNKNOWN	n/a

Condition	Category	Inventory ID
Used/See Description	Public Safety and Control	TEL23026

UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



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

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

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

### Q Inspection

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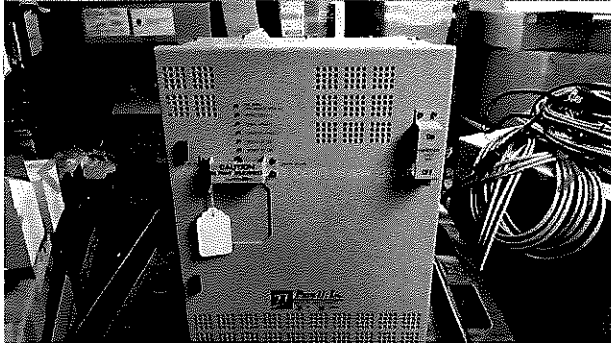
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## PECO II INC. BATTERY DISCONNECT PANEL

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	
PECO II INC	6180323P	
Condition	Category	Inventory ID
Used/See Description	Electrical Supplies	TEL23027

UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



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

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

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

### Q Inspection

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## MOTOROLA SMARTNET SITE CONTROLLER

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Make/Brand	Model	VIN/Serial
MOTOROLA	SMARTNET	277CAR0072
Condition	Category	Inventory ID
Used/See Description	Industrial Equipment, General	TEL23028

UNKNOWN WORKING CONDITION; COMES WITH CABLES ON TOP OF UNIT

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

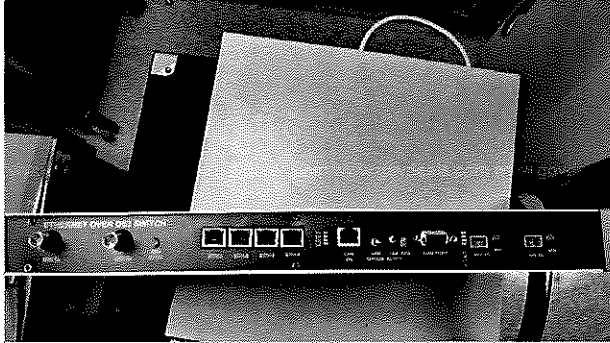
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## ETHERNET OVER DS3 SWITCH

Auction Ends **ET**

Starting Bid **\$0.00**

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0 visitors

Make/Brand	Model	VIN/Serial
UNKNOWN	UNKNOWN	9478
Condition	Category	Inventory ID
Used/See Description	Computers, Parts, and Supplies	TEL23029

UNKNOWN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

### >> Seller Information



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

**Asset Contact** [Kristy Oeder](#) (Phone: 513-695-1319)

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

### Q Inspection

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## 2 HP COMPAQ DC5750 TOWERS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

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0 visitors



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Make/Brand	Model	VIN/Serial	
HP	COMPAQ DC5750	MXL80508NY AND MXM64803SH	
Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Computers, Parts, and Supplies	TEL23030

THESE ARE IN WORKING CONDITION

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

# Resolution

Number 23-0351

Adopted Date March 21, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/14/23 and 3/16/23 as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

# Resolution

Number 23-0352

Adopted Date March 21, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY REDUCTION WITH D.R. HORTON – INDIANA, LLC FOR VALLEY VIEW, SECTION 1 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security reduction:

## REDUCTION

Bond Number	:	22-005 (W/S)
Development	:	Valley View, Section 1
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Reduction Amount	:	\$272,597.88
Surety Company	:	Arch Insurance Company (SU1180792)

BE IT FURTHER RESOLVED: the original amount of bond was \$295,314.37 and the new required bond amount is \$22,716.49.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: D.R. Horton – Indiana, LLC, 9190 Corporate Park Dr., Suite 100, Cincinnati, OH 45242  
Arch Insurance Co, Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311  
Water/Sewer (file)  
Bond Agreement file



# Resolution

Number 23-0353

Adopted Date March 21, 2023

APPROVE A STREETS AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR D.R. HORTON - INDIANA, LLC FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR THE VILLAGES OF HOPEWELL VALLEY, SECTION SIX, SITUATED IN HAMILTON TOWNSHIP

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

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

## BOND REDUCTION

Bond Number	:	20-002 (P/S-M)
Development	:	The Villages of Hopewell Valley, Section Six
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Reduction Amount	:	\$11,189.48
Surety Company	:	Argonaut Insurance Co. (SUR0057210)


BE IT FURTHER RESOLVED: the original amount of bond was \$59,982.00 and after the above reduction, the remaining bond amount is \$48,792.52.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: D.R. Horton – Indiana, LLC, 8180 Corporate Park Dr., Ste 100, Cincinnati, OH 45242  
Argonaut Insurance Co., P.O. Box 469011, San Antonio, TX 78246  
Engineer (file)  
Bond Agreement (file)

# Resolution

Number 23-0354

Adopted Date March 21, 2023

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR D.R. HORTON – INDIANA, LLC FOR COMPLETION OF IMPROVEMENTS IN VALLEY VIEW, SECTION 1 SITUATED IN HAMILTON TOWNSHIP

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

## BOND REDUCTION

Bond Number	:	22-003 (P/S)
Development	:	Valley View, Section 1
Developer	:	D.R. Horton – Indiana, LLC
Township	:	Hamilton
Reduction Amount	:	\$123,913.98
Surety Company	:	Arch Insurance Co. (SU1180791)


BE IT FURTHER RESOLVED: the original amount of bond was \$250,289.72 and after the above reduction, the new required bond amount is \$126,375.74.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: D.R. Horton – Indiana, LLC, 9190 Corporate Park Dr., Ste 100, Cincinnati, OH 45242  
Arch Insurance Co., Harborside 3, 210 Hudson St., Ste 300, Jersey City, NJ 07311  
Engineer (file)  
Bond Agreement File

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0355

Adopted Date March 21, 2023

## APPROVE VARIOUS RECORD PLATS

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

- Behari Estates – Franklin Township

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

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

# Resolution

Number 23-0356

Adopted Date March 21, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMISSIONERS GENERAL  
FUND #11011110

BE IT RESOLVED, to approve the following appropriation adjustment:

Appropriation Adjustment

\$ 1,000.00 from #11011110-5910 (General – Other Expense)  
into #11011110-5370 (General – Software)

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/js

cc: Auditor ✓  
Appropriation Adj. file

OMB (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0357

Adopted Date March 21, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND  
#1011240

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

\$ 500.00	from	11011240-5415	(Juv CT Attorney-Indigent)
	into	11011240-5940	(Juv CT Travel)

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Juvenile (file)

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

# Resolution

Number 23-0358

Adopted Date March 21, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND  
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,000            from #11011300-5910        (Other Expense)  
                     into #11011300-5940        (Travel)

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adj. file  
Board of Elections (file)

# Resolution

Number 23-0359

Adopted Date March 21, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustments:

\$3,235.00	from	#22735100-5310	(Vehicles – Capital Outlay)
\$3,802.08	from	#22735100-5317	(Non-Capital Purchases)
\$5,059.49	from	#22735100-5830	(Workers Comp.)
\$2,499.00	from	#22735100-5855	(Clothing-Personal Equip.)
\$14,595.57	into	#22735100-5400	(Purchased Services)
\$12,798.00	from	#22735100-5820	(Health and Life Insurance)
	into	#22735100-5400	(Purchased Services)
\$76,185.12	from	#22735100-5820	(Health and Life Insurance)
	Into	#22735100-5320	(Capital Purchases)

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0360

Adopted Date March 21, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Geoff Garver:

\$5,100.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor   
Appropriation Adj. file  
Children Services (file)  
OMB



# Resolution

Number 23-0361

Adopted Date March 21, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, in order to process vouchers for office equipment with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$1,400.00      from    #22997000-5400      (Transit – Purchased Services)  
                  into    #22997000-5317      (Transit – Non-Capital Purchase)

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor   
Appropriation Adj. file  
Transit (file)

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

# Resolution

Number 23-0362

Adopted Date March 21, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc:

Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	BRUMBAUGH CONSTRUCTION INC	ENG. HENDRICKSON RD #80-0.19	\$ 447,338.00
WAT	BOLT ACQUIRECO INC	SEW HVAC FURNACE AND HEAT PUMP	\$ 12,776.00
TEL	SECURE CYBER DEFENSE LLC	TEL SECURE CYBER FORTISWITCH C	\$ 2,144.00
TEL	SOUND COMMUNICATIONS INC	TEL VERINT V15 RECORDING SYSTE	\$ 37,613.07
TEL	MCCLUSKEY CHEVROLET	TEL VEHICLE 2023 CHEVROLET SIL	\$ 47,230.00
CSV	MCCLUSKEY CHEVROLET	NEW 2023 CHEVY MALIBU RS	\$ 24,765.00
ECD	ALTAFIBER	ECD BROADBAND ARPA PROJECT	\$ 5,000,000.00

2/21/2023 APPROVED:



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Tiffany Zindel, County Administrator

# Resolution

Number 23-0363

Adopted Date March 21, 2023

APPROVE LAW ENFORCEMENT TRAINING FACILITY TEMPORARY REVOCABLE LICENSE AGREEMENT AND WAIVER OF LIABILITY FORM FOR USE OF SPACE WITHIN THE OLD WARREN COUNTY JAIL LOCATED AT 880 MEMORIAL DRIVE IN LEBANON, OHIO

WHEREAS, a need had been identified for public law enforcement offices to have a space for training to provide the best public safety and law enforcement practices for protection of the public; and

WHEREAS, the old Warren County Jail, located at 880 Memorial Drive Lebanon, Ohio, has been vacant since the opening of the new Warren County Jail and an opportunity exists to utilize the vacated space as a training facility until such time as this Board determines the best future use for said space; and

NOW THEREFORE BE IT RESOLVED, to approve the Law Enforcement Training Facility Temporary Revocable License Agreement and Waiver of Liability form; said form attached hereto and made a part hereof.; and

BE IT FURTHER RESOLVED, that the Warren County Sheriff's Office shall obtain a fully executed Law Enforcement Training Facility Temporary Revocable License Agreement and Waiver of Liability form from any agency/jurisdiction prior to utilization of said facility; and

BE IT FURTHER RESOLVED, that this Board reserves the right to terminate said use of training facility in the future.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Sheriff (file)  
Prosecutor  
OMB

**LAW ENFORCEMENT TRAINING FACILITY TEMPORARY REVOCABLE  
LICENSE AGREEMENT AND WAIVER OF LIABILITY**

This temporary revocable license agreement, effective the date signed below, is made between the Warren County Board of County Commissioners, Ohio on behalf of the Warren County Sheriff's Office [hereinafter "Warren County"] whose address is 406 Justice Drive, Lebanon, Ohio 45036, and the Law Enforcement Agency named and undersigned below.

**Whereas**, Warren County has identified a need for public law enforcement offices to have a space for training to provide the best public safety and law enforcement practices for protection of the public, and as such Warren County desires to make available to all public law enforcement offices, departments or entities the use of the Warren County Law Enforcement Training Facility at 880 Memorial Drive, Lebanon, Ohio 45036 [hereinafter the "Facility"].

**Whereas**, the undersigned Law Enforcement Agency requires a space for training on public safety and law enforcement practices and desires to use the Facility for this purpose,

**Whereas**, Warren County pursuant to Resolution No. \_\_\_\_\_ hereby grants a temporary revocable license for the use of the Facility to the undersigned Law Enforcement Agency pursuant to the following terms and conditions, as follows:

**Warren County / Licensor's Rights and Responsibilities:**

- 1.) Warren County hereby grants the temporary use of the Facility for the purpose of law enforcement training to the undersigned Law Enforcement Agency.
- 2.) Warren County shall provide a point of contact within the Warren County Sheriff's Office for any notifications required under this license. This point of contact shall have the sole discretion to schedule the use of the Facility. The point of contact shall direct the Law Enforcement Agency towards parking and provide access to the Facility on the scheduled day of use and secure the Facility upon the end of the scheduled use.
- 3.) The Law Enforcement Agency shall only have access to and permission to the Facility during the time scheduled by the Warren County Sheriff's Office point of contact otherwise this temporary license is not in effect. Warren County retains the right to accept, cancel, or adjust the dates and times scheduled for Facility use, and shall provide reasonable advanced notice to the Law Enforcement Agency if a scheduled time requires to be adjusted or cancelled.
- 4.) Warren County reserves the right to inspect each participant, equipment, or weapons prior to use of the Facility. Warren County shall have sole discretion to deny the use of the Facility by any participant or deny the use of any equipment or weapons within the Facility. There shall be no live ammunition within the Facility.

**Law Enforcement Agency / Licensee's Rights and Responsibilities:**

- 1.) An authorized contracting authority of the Law Enforcement Agency shall sign below in agreement and acknowledgment of the terms and conditions of this revocable temporary license.

- 2.) The Law Enforcement Agency shall designate one point of contact for scheduling, emergencies, or any notifications required under this license.
- 3.) Use of the Facility shall be under the supervision and control of the Law Enforcement Agency subject to the terms and conditions of this license. Only the undersigned Law Enforcement Agency shall be granted use of the Facility and it shall not act as a proxy for any other department, organization, or office in order to obtain access to the Facility.
- 4.) Non-public government office space and public spaces may be accessible from the Facility and are not designated for training purposes. Use of the Facility for training purposes shall be strictly limited to the areas designated by Warren County's point of contact.
- 5.) All reasonable attempts shall be made to cancel use of the Facility 24 hours prior to the scheduled use.
- 6.) The Facility is a smoke-free, tobacco product free building, any use of tobacco products shall take place outdoors 50 feet away from all doorways.
- 7.) There are no public restrooms available in the Facility, the Law Enforcement Agency may use any other open public restroom facilities on Warren County's campus.
- 8.) No live ammunition is permitted in the Facility. The Law Enforcement Agency shall be solely responsible to check all participants and weapons to ensure no live ammunition enters the Facility.
- 9.) Law Enforcement Agency hereby acknowledges and agrees it and the participants of the training are familiar with and responsible for the safe use of the equipment at the Facility and any equipment brought to the Facility. Law Enforcement Agency shall provide the Warren County Sheriff's Office written notice no later than 10 days prior to the scheduled training of any and all equipment that will be used in the Facility. Warren County may at its sole discretion reject the use of any equipment within the Facility. Any equipment and the premises of the Facility shall be returned to its original state after the completion of any training.
- 10.) Should any emergency exist before, during or immediately after the training at the Facility, it is the sole responsibility of the Law Enforcement Agency to immediately contact any emergency assistance, including but not limited to fire or EMS responders. Should such circumstances arise, Warren County shall be immediately notified of such occurrence.
- 11.) The undersigned Law Enforcement Agency hereby agrees and acknowledges that it shall be fully responsible for any loss, claim, or expense, including attorney's fees, related to any bodily injury, including death, or property damage, suffered at any time resulting from its use of the Facility.

- 12.) The Law Enforcement Agency hereby waives any claim and holds harmless the Warren County Board of County Commissioners, its officers, agents and employees and the Warren County Sheriff's Office, its officers, agents and employees from all liability from any loss, claim, damages, lawsuits, costs, judgment, and expenses, including attorney's fees, and any other liabilities incurred by Warren County as a result of bodily injury, including death, destruction of tangible property, including the loss of use resulting there from, caused in whole or in part by the intentional or negligent act or omissions arising from the use of the Facility by the employees, volunteers, guests, invitees of the undersigned Law Enforcement Agency.
  
- 13.) The Law Enforcement Agency shall keep in effect at all times this license is in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Facility, with liability limits not less than Two Million Dollars (\$2,000,000) per occurrence and shall provide certificates of coverage evidencing such coverage upon execution of this license.
  
- 14.) The Law Enforcement Agency shall carry statutory worker's compensation insurance as required by law and shall provide Warren County with certificates of insurance evidencing such coverage upon request by Warren County.
  
- 15.) This temporary revocable license shall be governed by the laws of the State of Ohio, the venue for any legal dispute arising from this agreement shall be that of Warren County Common Pleas Court.
  
- 16.) This license shall terminate upon the completion of the scheduled training period any subsequent trainings shall require a new license to be granted and executed by the Law Enforcement Agency.

**In execution whereof**, the contracting authority signed below hereby certifies that it is a duly authorized signatory with express authority to bind the Law Enforcement Agency to this temporary revocable license agreement and waiver subject to the terms and conditions above,

**Law Enforcement Agency / Licensee,**

\_\_\_\_\_  
 Printed Name of Law Enforcement Agency

\_\_\_\_\_  
 Printed Name, Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**APPROVED AS TO FORM**

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

# Resolution

Number 23-0364

Adopted Date March 21, 2023

## APPROVE APPOINTMENT TO THE ELDERLY SERVICES ADVISORY COMMITTEE

BE IT RESOLVED, to approve the appointment of Kendra Couch, Executive Director of Otterbein Lebanon, to the Elderly Services Advisory Committee, to fill the unexpired term of Chris Ellis; said term to expire December 31, 2024.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/lkl

cc: Appointments file  
Appointees  
Elderly Services (file)  
L. Lander



# Resolution

Number 23-0365

Adopted Date March 21, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,  
MARCH 23, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,  
March 23, 2023.

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

Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor   
Commissioners' file  
Press

# Resolution

Number 23-0366

Adopted Date March 21, 2023

ENTER INTO A SUBRECIPIENT AGREEMENT WITH CINCINNATI BELL TELEPHONE LLC AND CINCINNATI BELL EXTENDED TERRITORIES LLC, COLLECTIVELY DBA AS ALTA FIBER, RELATIVE TO THE BROADBAND PROJECT AND THE AMERICAN RESCUE PLAN ACT- CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

BE IT RESOLVED, to enter into a subrecipient agreement with Cincinnati Bell Telephone LLC and Cincinnati Bell Extended Territories LLC collectively DBA as AltaFiber, relative to the Broadband Project and the American Rescue Plan Act- Coronavirus State and Local Fiscal Recovery Funds, as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that said agreement shall be effective upon execution.

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

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

Resolution adopted this 21<sup>st</sup> day of March 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Cincinnati Bell Telephone, LLC (dba – AltaFiber)  
Economic Development (file)  
Commissioners file  
OMB Bid File

## **MASTER BROADBAND NETWORK CONSTRUCTION AGREEMENT**

THIS MASTER NETWORK CONSTRUCTION AGREEMENT (“**Agreement**”) is made as of the date last signed below, between WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Ohio and its successors and assigns, with an address of 406 Justice Drive, Lebanon, Ohio 45036 (“**County**”) and CINCINNATI BELL TELEPHONE LLC and CINCINNATI BELL EXTENDED TERRITORIES LLC, collectively doing business as altafiber, Ohio limited liability companies, on behalf of their affiliated companies, and any successors and assigns, with an address of 221 E. Fourth Street, Cincinnati, Ohio 45202 (“**altafiber**”), (each a “**Party**” and collectively the “**Parties**”).

**WHEREAS**, the County is a local government recipient of funding pursuant to Section 9901 of the American Rescue Plan Act which amended Title VI of the Social Security Act to add section 603 which established the Coronavirus State and Local Fiscal Recovery Fund (hereinafter “**ARPA**”); and,

**WHEREAS**, one eligible use of ARPA funds is to make necessary investments in broadband infrastructure where the broadband infrastructure project establishes or improves the broadband service to underserved households and businesses that lack access to a connection that reliably meets or exceeds symmetrical 100 Mbps download and upload speeds, lack of affordable access to broadband, or lack of reliable broadband service, and further, that such necessary broadband services are not met by existing federal or state funding commitments; and,

**WHEREAS**, the COVID-19 pandemic has manifested the importance of High-Speed Broadband Services for employment, education, consumerism, telemedicine and other residential and business needs to successfully function and compete in Warren County, however, many areas of Warren County remain underserved by broadband services; and

**WHEREAS**, the provision and delivery of High-Speed Broadband Services will require the intervention and partnership of local governments with private telecommunication providers to achieve delivery of high speed broadband service and ensure that no portion of the community is underserved or left behind; and

**WHEREAS**, altafiber has proposed a plan to extend its backbone fiber optic network to approximately fifty-two thousand (52,000) unserved/underserved Single Family Unit (SFU) and Multifamily Dwelling Unit (MDU) Addressable Locations within Warren County (“**Service Area**”), to provide High Speed Broadband Services to Warren County residents and businesses (collectively, “**Consumers**”); and

**WHEREAS**, the County, pursuant to R.C. 307.862 issued a request for proposals from internet service providers to deploy, operate, and maintain a broadband internet network, and using the published criteria, ranked altafiber as the top ranked proposer and desires to grant ARPA funds to altafiber for the above stated eligible use; and,

**WHEREAS**, in accordance with 31 CFR Part 35 Subpart A, Section 35.6(e)(2)(i) (hereinafter the Final Rule), the Parties have negotiated in good faith to develop acceptable terms and wish to enter into a binding Agreement defining the objectives, duties, roles, and

responsibilities of each party with respect to extending the backbone fiber network of altafiber to provide High Speed Broadband Services to the Consumers within the Service Areas.

**NOW, THEREFORE**, for and in consideration of the mutual benefits accruing to the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Network Extension Work.** altafiber agrees to undertake the necessary design, construction and installation of equipment and infrastructure to extend its existing backbone fiber optic network to identified Consumers within the Service Area (“**Network Extension Work**”). The proposed backbone fiber network will provide Consumers with High-Speed Broadband Services capable of provisioned speeds of 1 Gigabit per second symmetrical (Gbps) (“**High-Speed Broadband Services**”), subject to customer preferences. Both parties agree and understand that the backbone fiber network proposed will provide the fiber infrastructure to qualify Consumers as either Fiber Qualified or Fiber Passed as defined in **Exhibit C**. For avoidance of all doubt, this agreement is not to be construed as a Franchise Agreement.

2. **Term.** Unless this Agreement is terminated in accordance with the provisions contained herein, or extended by mutual agreement of the parties, their successors or assigns, the term of this Agreement shall begin on the Effective Date and continue until \_\_\_\_\_, 2038. Notwithstanding, all Network Extension Work shall be completed and approved by the County by no later than December 31, 2026, due to the County’s use of American Rescue Plan Act of 2021 (ARPA) funds.

3. **Project Timeline.** altafiber will use all reasonable efforts to substantially complete the Network Extension Work for the addressable locations defined as Single Family Units (SFU) in the Service Area within thirty-six (36) months of the Effective Date. altafiber will use all reasonable efforts to substantially complete the Network Extension Work for the addressable locations defined as Multi-Dwelling Units (MDUs) within forty-eight months (48) months of the Effective Date. All Network Extension Work shall be completed and approved by the County by no later than December 31, 2026. Prior to the commencement of Network Extension Work, altafiber shall submit a proposed timeline for completion of the Network Extension Work, which shall include milestones based on Door Release Dates (“**Timeline**”). “**Door Release Date**” shall be defined as the date upon which a Consumer location becomes Fiber Qualified or Fiber Passed as defined in **Exhibit C**. Notwithstanding the foregoing, the parties acknowledge and agree that unexpected delays caused by third parties and/or the County’s failure to perform its obligations outlined in Section 7 of this Agreement may impact the Timeline. In the event of an unplanned delay outside of the control of altafiber, altafiber will provide notice of the delay to County.

4. **Project Performance and Metrics.** altafiber will develop engineering plans, infrastructure designs, timelines, performance goals, and other project implementation information (collectively, “**Project Information**”). altafiber will provide Project Information to the County prior to the Network Extension Work. Once Network Extension Work has commenced, altafiber shall provide the County with quarterly performance updates and metrics related to Project Information (“**Metrics**”). Metrics shall be reported in writing and shall include, but are not limited to, data on penetration rates and buildout progress. altafiber agrees to meet with the County on a quarterly basis to discuss the Metrics and set performance goals for the following quarter. As this

project is funded with ARPA State and Local Fiscal Recovery Funds, County is required to make quarterly Project and Expenditure Reports pursuant to the U.S. Department of Treasury's Compliance and Reporting Guidance. Therefore, the abovementioned written Metrics shall contain all of the following information contained in the attached **Exhibit E** (the "**Quarterly Project Metrics Report**"). All Network Extension Work must be completed, and all invoices approved and paid no later than December 31, 2026. After December 31, 2026, any costs associated with the Network Extension Work and incurred by altafiber will be the sole responsibility of altafiber.

5. **Contribution Amount.** In consideration of the Network Extension Work, County shall pay altafiber Four Million Eight Hundred Thousand Dollars (\$4,800,000) (the "**Contribution Amount**"), which has a value of Ninety-Six Dollars (\$96) per SFU Addressable Location. County shall pay altafiber in periodic installments in accordance with the payment schedule attached hereto as **Exhibit A** (the "**Payment Schedule**"). Additionally, in consideration of the Contribution Amount, altafiber will qualify up to 2,000 MDU Addressable Locations as "Fiber Passed" or "Fiber Qualified," as defined in Exhibit C, at no additional cost to County. The Contribution Amount shall constitute an all-inclusive, total sum for all services provided by altafiber under the terms of this Agreement, subject to customary availability and deployment in the market, as well as applicable legal and regulatory requirements. Payments of the Contribution Amount shall be calculated based upon payment milestones achieved during the period set forth in the Payment Schedule covered by the applicable Payment Application (as defined below). Upon the expiration of each such period, altafiber shall prepare a written invoice and submit same to County together with any other supporting documentation reasonably requested by County (collectively, the "**Payment Application**"). Within thirty (30) days after County's receipt of each Payment Application, County will pay portions of the Contribution Amount then due with immediately available funds by wire transfer to an account specified by altafiber. In the event that County disputes any amount set forth on a Payment Application, County shall notify altafiber in writing setting forth the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. altafiber shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include amounts of the Contribution Amount with respect thereto with the next Payment Application, unless otherwise agreed upon by the Parties in writing.

6. **Responsibilities of altafiber.** altafiber represents and warrants that it shall:

- a) perform the Network Extension Work in a safe and workman-like manner and in accordance with all applicable federal, state, county, and municipal laws, ordinances, orders, rules, and regulations in effect on the date hereof and the applicable provisions of any Pole Attachment Agreements;
- b) take all reasonable precautions to protect the persons and property of others on or adjacent to Network Extension Work sites from damages, loss, injury, interference, or nuisance resulting from the Network Extension Work and to restore any property areas to a condition materially consistent with the condition immediately prior to the Network Extension Work, and shall obtain all rights, licenses, easements from any landowner to construct network on any land outside of the public right of way;

- c) obtain all necessary federal, state, county, and municipal permits, licenses, and approvals, including but not limited to right of way permits from the Warren County Engineer's Office, prior to the commencement of the Network Extension Work;
- d) meet with the County representatives as reasonably requested and coordinate access to worksites within the Service Area prior to commencement of the Network Extension Work;
- e) pay for all services, labor and materials and other costs and expenses incurred in connection with the Network Extension Work;
- f) pay for all services, labor, materials and other costs and expenses incurred in connection with the installation of fiber service drops, both aerial and direct buried, to an SFU Addressable Location as defined in Exhibit C and covered under Section 5 – Contribution Amount. Under normal business practices, this requires the property owner to provide altafiber an unobstructed path for installation of the fiber service drop. The unobstructed path can be either aerial or underground. Failure of the property owner to provide an unobstructed path may result in special construction charges billable to the private property owner initiating the service request. To the extent feasible, altafiber will install direct buried fiber drops to new SFU locations covered under this Agreement. This excludes any existing SFU location within Warren County that is currently being serviced by aerial drop facilities.
- g) pay for all services, labor, materials and other costs and expenses incurred in connection with the installation of fiber service cable, both aerial, direct buried, or underground fiber service cable in conduit to an MDU Addressable Location as defined in Exhibit C and covered under Section 5 – Contribution Amount. Under normal business practices, this requires the property owner to provide altafiber an executed Right-of-Entry (ROE) agreement, an unobstructed pathway, and/or easement for the installation of the fiber service cable. The unobstructed pathway and/or easement can be either aerial or underground. Failure of the property owner to provide an unobstructed path may result in special construction charges billable to the private property owner initiating the service request. altafiber does not consider private property owners requests for revenue sharing, entrance fees, and/or other such financial requests to install fiber service cable.
- h) attest to Exhibit D and agree to Exhibit E prior to receipt of any funds from County. The Contribution Amount from County to altafiber is subject to all applicable federal, state, and local laws regarding the governance of ARPA;
- i) develop performance goals and Metrics for completion of Network Extension Work that meet the County's reporting requirements outlined in Exhibit E;
- j) use all reasonable efforts to prioritize delivery of fiber to the premises for SFU addressable locations within the Unserved Area of the County, as described in Exhibit F, also being Exhibit 3 from the request for proposals issued by the County. SFU addressable locations within the Unserved Area will qualify as Fiber Qualified or Fiber Passed following the Network Extension Work;
- k) submit for the County's review and comment all Project Information within a reasonable time,

including altafiber's plan for delivery of fiber to the premises for particular locations specified by the County, as described in Exhibit G;

- l) cause all of its contractors, subcontractors, representatives and agents performing the Network Extension Work to comply with all requirements of this Section 6, as applicable;
- m) remain committed to its "Fiber First" strategy, including providing all existing and future Addressable Locations within the County access to altafiber's high-speed fiber network utilizing fiber to the premises (FTTP) technology. Under the Fiber First strategy, there will be no additional costs to the County beyond that defined in Section 5 – Contribution Amount for future Addressable Locations within Warren County. altafiber's Fiber First strategy will provide residents and businesses of the County with access and ability to upgrade to the latest fiber, fiber-equivalent or fiber-superior technologies, as such technologies become commonly and customarily available, commercially reasonable, and compatible with altafiber's existing infrastructure and network upgrade plans;
- n) provide Consumers with unique access to communications with altafiber, such as a designated web page on altafiber's website for up-to-date information related to the Network Extension Work, personalized customer notifications related to fiber availability within the Service Area, and a County-specific telephone hotline for fielding customer inquiries related to the Network Extension Work and High-Speed Broadband Services;
- o) provide introductory rate packages equal to or less than what altafiber currently offers in the Cincinnati Region, and offer rate packages for High-Speed Broadband Services to Consumers within the Service Area that are the same or better than the Cincinnati Region during the Term of this Agreement and commensurate with the Federal Communications Commission's Affordable Connectivity Program (ACP) for applicable Consumers;
- p) participate in County's on-going community engagement efforts, including a mutually agreeable communication and engagement plan and Joint Marketing as outlined in Section 17 of this Agreement;
- q) reasonably pursue and participate when economically feasible and operationally practicable in federal, state and private grant funding opportunities, at the reasonable request of and in conjunction with the County; and
- r) provide project closeout documentation, including a Notice of Completion, upon completion of Network Extension Work within the Service Area.
- s) Notwithstanding the foregoing, Warren County acknowledges that certain SFUs and MDUs, as defined in Exhibit C, may not have access to the backbone fiber constructed due to restrictions on accessing the units by property owners, fee requirements of property owners, or other non-customary requirements of property owners to access the property units as required to extend the fiber infrastructure to deliver service. In addition, the parties acknowledge that areas in County may exist where the installation of backbone fiber and the provision of services hereunder may be practically impossible. Reasons for such practicable impossibility may include, but are not limited to, topography, geography, government regulation and right of

entry. In the event that altafiber discovers any such areas, it will promptly notify the County. Promptly after discovery of such obstacles, County and altafiber will convene and negotiate in good faith to develop feasible alternatives.

7. **Responsibilities of the County.** The County represents and warrants that it shall:
- a) provide the Contribution Amount described in Section 5 of this Agreement to fund altafiber's Network Extension Work in accordance with the requirements of ARPA, including expending the Contribution Amount by December 31, 2026;
  - b) as expeditiously as reasonably possible, cooperate in the permitting process for use of public right of ways and zoning permits within the County's zoning jurisdiction for the Network Extension Work and promptly deliver such permits within thirty days of all applicable permit applications, whereas the Parties contemplate that the design and permitting process will occur in segments in which the County can reasonably review within thirty days of application;
  - c) identify and consult with all applicable County stakeholders, including when applicable, the County Engineer, prior to execution of this Agreement;
  - d) provide altafiber with any County-specific ordinances, rules and regulations in effect as of the date of this Agreement, prior to commencement of Network Extension Work for review and comment by altafiber;
  - e) provide County-specific geospatial datasets, including parcel and address data to altafiber free of charge, which shall only be used for work under this Agreement, and that by County providing such information does not constitute a guarantee of any public right of ways, easements, or property boundaries, nor does it substitute for sound land surveying or design of the Network Extension Work;
  - f) assist altafiber in identifying and communicating with residential property owners and business property owners regarding the Network Extension Work; and
  - g) reasonably pursue and participate when economically feasible and operationally practicable in federal, state and private grant funding opportunities, at the reasonable request of and in conjunction with altafiber.

8. **Business and Residential Customers.** The County acknowledges and agrees that altafiber currently intends to offer High-Speed Broadband Services to Consumers resulting from the Network Extension Work. At its option, however, altafiber may elect to provide additional Services to such Consumers, provided that altafiber does not expand the scope of the Network Extension Work hereby contemplated without the prior written consent of the County and provided further that altafiber complies at all times with the terms of this Agreement. altafiber will be solely responsible for providing High-Speed Broadband Services to Consumers under its own brands. The County will have no authority or responsibility for fielding customer inquiries, addressing customer concerns, or otherwise with respect to altafiber customers within the County. The County will have no responsibility for network upgrade costs or other costs to maintain or enhance the provision of Services to such residential and/or business customers, beyond those defined in



this Agreement under Network Extension Work. During the entire Term of this Agreement, altafiber shall continue to permit Consumers to participate in the Federal Communications Commission's Affordable Connectivity Program (ACP), or any successor programs.

9. **Unicity Smart City Funding.** Upon County's request, altafiber will collaborate with County to identify opportunities for public Wi-Fi infrastructure improvements within County ("Unicity Smart City Opportunities"). Upon identification of Unicity Smart City Opportunities, altafiber shall provide County with funding in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) for public Wi-Fi infrastructure improvements within the County ("Unicity Smart City Funding"). altafiber will undertake the necessary design, construction and installation of equipment and infrastructure to extend its backbone fiber optic network to account for the Unicity Smart City Opportunities. altafiber will use all reasonable efforts to implement Unicity Smart City Opportunities concurrently with the Network Extension Work. The Unicity Smart City funding is limited to the Service Area under this Agreement.

10. **Ownership.** altafiber shall retain sole ownership in altafiber's existing backbone fiber network and any additions to the backbone fiber network as contemplated by the Network Extension Work and this Agreement. The entire fiber network will remain with altafiber, and the County shall have no interest therein. If altafiber undergoes a change in ownership, substantial sale of assets, acquisition, or dissolution, it must provide notice in writing to the County.

11. **Confidentiality.** Subject to the Ohio Public Records Act, the County and altafiber agree to keep confidential the provisions of this Agreement and any and all valuable or potentially valuable information, whether communicated in oral, written, electronic or other form prior to or after execution of this Agreement, including, but not limited to, customer information and financial, commercial, marketing, sales, technical, or scientific information (including without limitation all patents, copyrights, trademarks, service marks, trade names, trade dress, and applications relating to same, trade secrets, software, code, inventions, know-how, and similar information), and any and all other material, documents, and data related to the business activities of the other party (collectively, "**Confidential Information**"). Notwithstanding the foregoing, the Parties may disclose Confidential Information to their lawyers, accountants, other professional advisors, and lenders on a confidential basis, and as required by law, regulation or other legal rule or order. The County may disclose altafiber data related to the Network Extension Work to private or public entities for the sole purpose of applying for and/or securing funding or grants, provided that altafiber consents in writing, which consent shall not be unreasonably withheld or delayed. altafiber acknowledges that County is characterized as a public office under O.R.C. § 149.43(A)(1). Notwithstanding any statement in this Agreement to the contrary, the County's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records and Confidential Information in the possession of the County or retained by it may be subject to disclosure under the Ohio Public Records Act at O.R.C. § 149.43. In the event that the County receives a Public Records Act Request which seeks Confidential Information, County hereby covenants and agrees that it will assert that the Confidential Information constitutes a trade secret under O.R.C. § 1333.61 to § 1333.69, and that the Confidential Information is exempt from disclosure under O.R.C. § 149.43(A)(1)(v). County further covenants and agrees that it will promptly notify altafiber of the request. altafiber will then immediately assert and claim its rights to exclude the Confidential Information from disclosure. In the event that the requesting party objects to the assertion of the exemption and proceeds to challenge the same according to O.R.C.

§ 149.43(C), County covenants and agrees that it will inform altafiber of the challenge. In the event of a challenge, altafiber will indemnify the County, and defend the exemption in any and all administrative and judicial proceedings, and be responsible for any attorney's fees, civil forfeiture, and court costs.

12. **Indemnification.** altafiber shall indemnify, defend and hold harmless the County, and its agents, representatives, employees, officers and affiliates (the "**Indemnitees**") against all claims, demands, causes of action, damages, losses, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or incurred in connection with any personal injury or property damage caused by the gross negligence or willful misconduct of altafiber, its contractors, subcontractors, agents or representatives or a failure of altafiber to perform any of its obligations under this Agreement. altafiber shall not be liable or responsible for the gross negligence of Indemnitees.

13. **Insurance.** altafiber shall maintain insurance in accordance with the insurance requirements attached hereto as **Exhibit B**. Prior to performing any Network Extension Work, and at any time upon the request of the County, altafiber shall provide the County with certificates evidencing compliance with all such insurance requirements. By endorsement to the Commercial General Liability coverage, County shall be named as an additional insured with the same primary coverage as the principal insured, and no policy of Commercial General Liability coverage that provides only excess coverage for an additional insured is permitted.

14. **Event of Default; Remedies.** In the event that either party breaches a material provision of this Agreement, which shall constitute an "**Event of Default**" under this Agreement, the non-defaulting party shall give written notice to the defaulting party setting forth the nature of the default ("**Notice of Default**"). The defaulting party will have thirty (30) days following receipt of the Notice of Default to cure such Event of Default. If the defaulting party fails to cure the Event of Default within the cure period (which shall be extended in cases where the default is of the nature that it cannot reasonably be cured within such 30-day period), the non-defaulting party may terminate this Agreement for cause under this Section by written notice to the other party and may exercise its legal rights and remedies as a result of such Event of Default. During the Term of this Agreement, each party, and their successors and assigns, has the right to enforce this Agreement and any provisions in law and or equity by seeking monetary damages, injunction, specific performance, or other legal and equitable relief without prejudice to any other rights or remedies such party may have at law or in equity for breach of this Agreement.

15. **Breach of Service.** In addition to any other legal right or remedy available under the Agreement for breach thereof, if altafiber ceases to provide High-Speed Broadband Service as defined in Section 1 of this Agreement to Fiber-Qualified Addressable Locations during the term of the Agreement, altafiber will provide compensation equal to a percentage of the Contribution Amount. The percentage of the Contribution Amount owed to the County by altafiber shall be based on the number of years that this Agreement has been in effect, as follows:

Years from Effective Date	Percentage of Contribution Amount
Less than 1	Contribution Amount
1	Contribution Amount
2	Contribution Amount
3	Contribution Amount
4	Contribution Amount
5	10/15
6	9/15
7	8/15
8	7/15
9	6/15
10	5/15
11	4/15
12	3/15
13	2/15
14	1/15
15	0/15

16. **Termination.** Notwithstanding the rights to terminate in Section 14, County shall have the right to terminate this Agreement for convenience upon six (6) months prior written notice to altafiber. If County exercises its right to terminate for convenience, County shall be responsible for any expenses under the terms of this Agreement prior to termination. Expenses means any out-of-pocket expenses incurred by altafiber.

17. **Successors and Assigns; Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. altafiber may assign this Agreement upon prior written notice to the County. Successors and assigns of altafiber shall be bound by and comply with Section 10 of this Agreement. Successors and Assigns shall be liable for Breach of Service as defined in Section 15.

18. **Use of Either Party's Name; Joint Marketing.** The County acknowledges that all goodwill associated with altafiber's name and logo are, and shall remain, the sole property of altafiber and no rights are conferred upon the County to use the same without the prior written consent of altafiber, which consent shall not be unreasonably withheld, conditioned or delayed. altafiber acknowledges that all goodwill associated with the County's name and logo are, and shall remain, the sole property of the County and no rights are conferred upon altafiber to use the same without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall cooperate in joint marketing efforts utilizing the marketing resources and goodwill of each party to promote the High-Speed Broadband Services made available to Consumers as a result of the Network Extension Work. Except as otherwise mutually agreed to by the Parties, each party shall bear its own expenses without contribution in connection with such joint marketing efforts.

19. **Authority.** The County and altafiber represent and warrant to the other that it is not, by law or by agreement with others, prohibited from entering into this Agreement, that each party has obtained any necessary approvals or consents in advance of executing this Agreement, and that the persons executing this Agreement on behalf of each party are authorized to execute and deliver this Agreement on behalf of such party.

20. **Severability.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision and the rights and obligations of each party shall be construed and enforced accordingly. The Parties shall negotiate in good faith to amend this Agreement, to the extent necessary, to replace any unenforceable provision so as to give effect to the Parties' intent.

21. **Entire Agreement.** This Agreement, the Exhibits, the County's *Request for Proposals for Internet Service Provider(s) to Deploy, Operate, and Maintain a Broadband Internet Network Which Delivers High-Speed Broadband to Currently Underserved Premises in Warren County*, dated July 24, 2022, and altafiber's proposal, subject to the trade secret protections outlined in the above Section 11, constitute the entire agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by this Agreement.

22. **Execution in Counterparts.** This Agreement may be executed and delivered in any number of counterparts each of which so constituted and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

23. **Notice.** Every notice required or permitted hereunder must be in writing and is deemed to have been duly given if personally delivered or mailed by certified or registered mail, return receipt requested, to the party's address set forth below. Notice is effective upon receipt or refusal as indicated by the return receipt. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

**Notice to altafiber:**  
altafiber  
221 East Fourth Street – 103-1080  
Cincinnati, Ohio 45202  
Attn: Legal Department

**Notice to the County:**  
Warren County Administrative Building  
406 Justice Drive  
Lebanon, Ohio 45036  
Attn: Legal Department

24. **Interpretation.** All paragraph headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.
25. **Survival.** The provisions of Sections 10, 11, 12, 13 and 17 will survive termination of this Agreement.
26. **Governing Law.** This Agreement is governed by and construed under the laws of the State of Ohio, without regard to conflict of laws principles. The venue for any legal disputes shall be that of Warren County Common Pleas Court.
27. **Amendment.** This Agreement may only be modified by a written amendment to this Agreement signed by the Parties hereto.

*[Remainder of Page Intentionally Left Blank. Signature Page Follows.]*

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date

County:

WARREN COUNTY BOARD OF COMMISSIONERS  
WARREN COUNTY, OHIO  
A political subdivision of Ohio

By:

Name: Shannon Jones  
Title: President  
Date: 3-21-23

Approved as to form,  
Adm M Ni 3/21/23  
Adam M. Nice, Asst. Prosecutor

altafiber:

CINCINNATI BELL TELEPHONE LLC d/b/a altafiber  
An Ohio limited liability company

By: [Signature]  
Name: JASO E. PAVETA  
Title: PRESIDENT - CONSUMER SMS  
Date: 03/20/2023

**Exhibit A**

**Payment Schedule**

Both parties have reviewed the addressable location data provided by altafiber and agree that there are approximately fifty-two thousand (52,000) unserved or underserved Addressable Locations, including fifty thousand (50,000) Single Family Units (SFU) and two thousand (2,000) Multi-Dwelling Units (MDU) within Warren County.

As defined previously in Section 5 – Contribution Amount, both parties agree to a total not to exceed the Contribution Amount of Four Million Eight Hundred Thousand Dollars (\$4,800,000), or Ninety-Six Dollars (\$96) per SFU Addressable Location for fifty thousand (50,000) SFU Addressable Locations. Under the Fiber First Strategy as defined in Section 6 of the Agreement, altafiber may, at its sole expense, extend its backbone fiber network to additional SFU Addressable Locations within the Service Area. Additionally, under the Fiber First Strategy, altafiber will perform Network Extension Work for up to two thousand (2,000) MDU Addressable Locations at altafiber's sole expense. The MDU Addressable Locations will qualify as either "Fiber Passed" or "Fiber Qualified" as defined in Exhibit C. The parties acknowledge and agree that the unique nature of MDUs will likely prohibit altafiber from extending backbone fiber facilities to all two thousand (2,000) identified Addressable Locations. altafiber cannot guarantee installation of its backbone fiber for MDU or SFU locations where practicably impossible.

Under the proposed Payment Schedule provided below, the period covered by the first Payment Application will begin on the first date of the month immediately following the Effective Date of this Agreement. Thereafter, altafiber will submit quarterly Payment Applications to the County upon the expiration of each quarterly period. The basis of the Payment Application shall be the number of SFU Addressable Locations which have been Fiber Qualified or Fiber Passed within the Payment Application period at Ninety-Six Dollars (\$96) per SFU Addressable Location. Within thirty (30) days after County's receipt of each Payment Application, County will pay undisputed portions of the Contribution Amount then due with immediately available funds by wire transfer to an account specified by altafiber. In the event that County disputes any amount set forth on a Payment Application, County shall notify altafiber in writing identifying the amount withheld from such Payment Application and a reasonable description of the rationale for the withholding. altafiber shall promptly cure the underlying cause for any such withholding and, upon curing such underlying cause, may include withheld amounts of the Contribution Amount with the next Payment Application.

Upon altafiber's determination of completion of all Network Extension Work, altafiber shall submit to County a Notice of Completion. Following receipt of the Notice of Completion, County shall pay to altafiber the remainder of the Contribution Amount. The payment amount shall be based upon the Contribution Amount less the amount provided to altafiber in previous Payment Applications, up to and including Four Million Eight Hundred Thousand Dollars (\$4,800,000). County will pay the remainder of the Contribution Amount with immediately available funds by wire transfer to an account specified by altafiber within thirty days of receipt of the Notice of Completion.

Unless otherwise agreed by the County in writing, payment shall not be due for any SFU Addressable Locations that become Fiber Qualified after forty-two (42) months from the Effective Date until a Notice of Completion for all Network Extension Work is submitted to County.

Example: In the first Payment Period altafiber completes 5,500 SFU addressable locations and 300 MDU addressable locations. The Payment Application would be calculated as follows:

Contribution Amount:  $5,500 \times \$96 = \$528,000$  for Payment Application No. 1.

Below is the proposed Payment Application Schedule for this Agreement:

<b>Payment Application Number</b>	<b>Period Covered by Payment Application</b>
1	0-90 days
2	91-180 days
3	181-270 days
4	271-365 days
5	366-450 days
6	451-540 days
7	541-630 days
8	631-730 days
9	731-810 days
10	811-900 days
11	901-990 days
12	991-1095 days



**Exhibit B**

**Insurance Requirements**

Except as otherwise stated below, altafiber shall maintain the following insurance for the duration of this Agreement and at all times when performing Network Extension Work:

Commercial General Liability insurance, reasonably equivalent to the latest filed and approved ISO CG 00 01 coverage form, with commercially reasonable endorsements, in an amount not less than two million dollars (\$2,000,000) for bodily injury and property damage per occurrence, three million dollars (\$3,000,000) products/completed operations aggregate and three million dollars (\$3,000,000) general aggregate. Products/completed operations shall be maintained for the applicable statute of limitations.

Worker's Compensation insurance in accordance with applicable state law where the Network Extension Work is performed.

Employers Liability insurance in an amount of not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee by disease and one million dollars (\$1,000,000) policy limit by disease.

Business Automobile insurance with combined single limit of not less than one million dollars (\$1,000,000) each accident.

Umbrella/Excess Liability insurance following the form of the Commercial General Liability, Business Automobile Liability and Employers Liability insurance policies in an amount of not less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

All insurance policies required hereunder shall be written by companies with an A. M. Best Financial rating or its equivalent of "A" or better that are qualified to conduct business in the state where the Network Extension Work is performed. All policies must be primary with respect to the Indemnitees and contain a waiver of any rights of subrogation in favor of the Indemnitees. The Commercial General Liability, Business Automobile and Umbrella/Excess liability policies shall include the Indemnitees as additional insureds. altafiber and County acknowledge that altafiber may retain, self-insure or maintain deductibles in an amount of not more than \$2,500,000 per occurrence.

## Exhibit C

### Definitions

As used in this Agreement, an “**Addressable Location**” is defined as a location within the county in which there is an existing Delivery Point Validation (DPV) verified address, a non-DPV verified address location in which alfafiber service has existed in the past, or a location in which there is a potential for the requirement to deliver High-Speed Broadband.

As used in this Agreement, a “**Single Family Unit**” (SFU) is defined as a location within the county, either residential or business or combination of the two, containing less than five units within an addressable location and does not typically require a Right of Entry (ROE) agreement with the property owner. A SFU addressable location is fed off of the backbone fiber with either an aerial fiber service drop or direct buried fiber service drop to addressable residential and business locations.

As used in this Agreement, a “**Multi Dwelling Unit**” (MDU) is defined as a location within the county, either residential or business or combination of the two, containing five or more units within an addressable location and requires a Right of Entry (ROE) agreement with the property owner, or any addressable business location that has a direct buried or underground service feed at the time of the Network Extension Work. A MDU addressable location is fed off of the backbone fiber with either an aerial fiber cable, direct buried fiber cable, or underground fiber cable placed in conduit, to the addressable location. Additionally, addressable MDU locations typically require alfafiber to install additional inside wiring facilities to each MDU location.

As used within the Agreement, “**Fiber Qualified**” shall mean backbone fiber has been installed within the road right-of-way and/or the private property equivalent at or adjacent to the Consumer location, as applicable, such that the Consumer location is capable of receiving High-Speed Broadband Services with the provisioning of a so-called aerial fiber service drop or direct buried fiber service drop to an addressable residential or business location by alfafiber, but without further Network Extension Work or other construction related activities. As defined above, SFU addressable locations are typically “**Fiber Qualified**” once the necessary Network Extension work has been completed.

As used within the Agreement, “**Fiber Passed**” shall mean backbone fiber has been installed within the road right-of-way and/or the private property equivalent at or adjacent to the Consumer location, as applicable, such that the Consumer location is capable of receiving High-Speed Broadband Services with additional Network Extension Work. The additional Network Extension Work for a “**Fiber Passed**” location is not considered to be backbone fiber extension, and is subject to all customary special construction charges, ROE Agreements, and any other conditions that need to be provided by the end user customer outside of this Agreement.

**Examples of scenarios that may cause an “Addressable Location” to be qualified as “Fiber Passed” at the completion of the backbone fiber construction.**

- Any addressable location, residential, or business, or a combination of the two containing five or more units within a single structure.
- Any addressable MDU location, residential or business, requiring a Right of Entry Agreement (ROE) with the property owner.
- Any addressable business location that has a direct buried or underground service feed at the time of the Network Extension Work.

**Exhibit D**

**Agreement with Subrecipient of  
Federal Recovery Funds**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act of 2021 (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. Warren County has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This Agreement is between your organization and the County and your organization is signing and certifying the same terms and conditions included in the County's separate agreement with Treasury. Your organization is referred to as a SUBRECIPIENT.

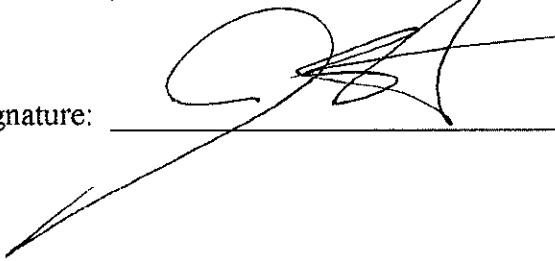
As a condition of your organization receiving federal recovery funds from the County, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name: CINCINNATI BELL TELEPHONE LLC

Authorized Representative: JASON E. PRACTER

Title: PRESIDENT - CONSUMER SMS

Signature: 

## SUBRECIPIENT'S RESPONSIBILITIES TO WARREN COUNTY

1. SUBRECIPIENT acknowledges that it will fulfill all of the services as outlined in Section 6 in accordance with the terms of this Agreement.
2. Use of Funds
  - a. SUBRECIPIENT acknowledges that by entering into this Agreement it is assuming responsibility for the proper expenditure of the federal funds being provided by the County.
  - b. SUBRECIPIENT acknowledges this subaward is not for research and development.
  - c. SUBRECIPIENT understands and agrees that the funds disbursed under this subaward may only be used in compliance with section 602(c) of the Social Security Act and Treasury's regulations implementing that section and guidance as well as all other pertinent State and Federal laws and regulations.
  - d. SUBRECIPIENT will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
  - e. SUBRECIPIENT will exercise normal stewardship in overseeing the project activities performed under this subaward. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with subaward terms and conditions; and reviewing technical performance after project completion to assure that the subaward objectives have been accomplished.
  - f. SUBRECIPIENT acknowledges that, as set forth in Treasury's implementing regulations, SUBRECIPIENT may use subaward funds to cover eligible costs incurred during the period that begins on effective date of Agreement, and ends on December 31, 2026.
  - g. SUBRECIPIENT, in addition to any other federal law or regulation, agrees not to expend money received pursuant to this subgrant on anything other than an allowable expense. An allowable expense is:
    - i. Reasonable and necessary;
    - ii. Allocable to the subaward;
    - iii. Not disallowed under the terms of the subaward, the applicable cost regulation, or the governing program or program legislation;
    - iv. Accorded consistent treatment within the SUBRECIPIENT's accounting practices;
    - v. Treated in accordance with generally accepted accounting procedures;²=
    - vi. Not used to meet cost-sharing or matching requirements unless its application for that purpose is in accordance with the applicable rules
    - vii. Reflects the net of all applicable credits;

- viii. Approved if their incurrence required the agency's prior approval (See 2 C.F.R. Pt. 200, Subpt. E and 2 C.F.C. §200.407(a) to (g);
  - ix. Adequately documented; and
  - x. Actually incurred.
- h. SUBRECIPIENT agrees that if a question arises about the allowability of any expenditure pursuant to this subgrant, either by the SUBRECIPIENT or an entity with which the SUBRECIPIENT has contracted with pursuant to this subgrant, prior to expending any such funds SUBRECIPIENT will consult with the County and if necessary the appropriate federal agency for a determination on the allowability of such expenditure.
- i. SUBRECIPIENT agrees that the funds provided by the County pursuant to this subgrant award will be used exclusively toward the goals as set forth in this Agreement. SUBRECIPIENT further agrees to keep such funds separate from other funds in the possession of the SUBRECIPIENT. SUBRECIPIENT agrees that it shall develop a cost allocation plan to be approved by the County to fairly and equitably allocate the shared costs of the organization attributable to this subgrant and the SUBRECIPIENT's other activities.
- j. SUBRECIPIENT agrees that all expenditures will be subject to all competitive bidding and selection processes as required by Federal and State law, including but not limited to, Ohio Revised Code §307.86 – 307.92 and 2 C.F.R. §200.317 through 330.
- k. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this subaward.
- l. Administrative Costs. SUBRECIPIENT may use funds provided under this subaward to cover both direct and indirect costs. SUBRECIPIENT shall follow guidance on administrative costs issued by the County.
- m. The County and SUBRECIPIENT agree that indirect costs of claimed by SUBRECIPIENT in administering shall not exceed ten (10) percent as provided by 2 C.F.R. 2 §200.414(e) unless SUBRECIPIENT can provide documentation of a previously negotiated indirect cost rate with the federal agency distributing these SLFRF funds. SUBRECIPIENT shall adhere to the rules for allocation of indirect costs in 2 C.F.R. Pt. 200, App. IV, Appendix V, Appendix VI, Appendix VII and all other federal laws, rules and guidance applicable as applicable to SUBRECIPIENT.
- n. Cost sharing or matching funds are not required to be provided by SUBRECIPIENT.

### 3. Oversight

- a. SUBRECIPIENT is responsible for implementing internal controls to provide reasonable assurance that each of the following objectives are achieved.
- i. Effective and efficient operations so as to eliminate fraud and waste in the expenditure of the federal funds provided by the County;

- ii. Reliable reporting for both internal and external use which will be shared with the County, the Federal Government or any audit ordered by either the County or Federal Government.
- iii. Compliance with all applicable laws and regulations.
  - 1. Transactions must be properly recorded and accounted for in order to:
    - a. Permit the preparation of reliable financial statements and federal reports;
    - b. Maintain accountability over assets; and
    - c. Demonstrate compliance with federal statutes, regulations, and the terms and conditions of the Coronavirus Local Fiscal Recovery Act.
  - 2. In addition to properly recording all transactions, all transactions must be executed in compliance with:
    - a. Federal statutes, regulations, and the terms and conditions of the Coronavirus Local Fiscal Recovery Act that could have a direct and material effect on the grant; and
    - b. Any other federal or state statutes and regulations that are applicable.
  - 3. Funds, property and other assets are safeguarded against loss from unauthorized use or disposition. SUBRECIPIENT guarantees it will have adequate security and accountability over all grant assets.

b. SUBRECIPIENT's internal controls shall be in the form of a written policy which shall be provided to the County for its approval prior to the effective date of this Agreement.

c. SUBRECIPIENT's internal control policy will identify internal controls and strategies meant to prevent, detect and correct any fraud or compliance issues. SUBRECIPIENT is encouraged but not required to implement the Federal Government Accountability Office's "Seventeen Principles" found in the GAO's Green Book into its internal control policy.

#### 4. Reporting

- a. SUBRECIPIENT agrees to comply with any reporting obligations established by Treasury as they relate to this subaward. SUBRECIPIENT also agrees to comply with all reporting requirements of the County as detailed in Exhibit E.
- b. The County may request additional information from the SUBRECIPIENT, as needed, to meet any additional guidelines regarding the use of SLFRF funds that may be established by the US Treasury during the scope of this Agreement.
- c. SUBRECIPIENT agrees to provide the County with detailed and comprehensive list of all expenditures and backup documentation to support such expenditures. Such reports must include a statement signed by the SUBRECIPIENT, indicating that all expenditures therein comport with the guidelines of the Act as set for the by the US Treasury.

- d. SUBRECIPIENT acknowledges that the County reporting obligations to the United States Treasury Department at regular intervals both during and subsequent to the effective term of this Agreement. SUBRECIPIENT agrees to provide the information required by the County as detailed in Exhibit E and to furthermore provide such information on or before the required reporting dates as provided in Exhibit E.
- e. SUBRECIPIENT agrees that if it detects fraud, waste, unallowable expenditures or other actions contrary to federal or state laws and regulations or the terms of this Agreement it will immediately report such activity to the County's designated contact person no later than the next business day after such discovery.

5. Maintenance of and Access to Records

- a. The SUBRECIPIENT shall maintain records, books, documents, and other materials relevant to its performance under this Agreement to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing as well as any other applicable Federal and State laws and regulations.
- b. SUBRECIPIENT agrees the County, State of Ohio or Federal Government may inspect its financial and other records related to this subaward, in the possession of SUBRECIPIENT or any entity with which SUBRECIPIENT contracts with in relation to this subgrant, at any time with twenty-four (24) hours' notice. SUBRECIPIENT further agrees to provide any records to the County within forty-eight (48) hours of a written or oral request which the County requires for any reporting or oversight function.
- c. SUBRECIPIENT agrees that if its total federal award exceeds seven hundred and fifty thousand dollars (\$750,000), inclusive of this subgrant award, during the County's calendar fiscal year, SUBRECIPIENT will cooperate fully with the County by providing the County any documentation or other information or assistance which the County requires to satisfy the Single Audit Act pursuant to 31 U.S.C.A. §7501 to 7507. SUBRECIPIENT agrees to comply with all requirements of the Single Audit Act.
- d. If the Agreement is not subject to the Single Audit Act of 1996 SUBRECIPIENT agrees to cooperate fully with the County in any audit or other oversight activity ordered by the County. The County shall pay the costs of such audit or oversight activity and such activity will be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards and limited in scope to activities allowed or unallowed, allowable costs and cost principles, eligibility of expenditures and compliance with reporting requirements.
- e. SUBRECIPIENT agrees to allow any County and Federal personnel to conduct onsite visits on any property in the possession of SUBRECIPIENT or any entity contracting with SUBRECIPIENT in relation to this subgrant, within twenty-four (24) hours' notice



and will make available for interviews any employees the County or Federal Agency deems necessary to speak with.

- f. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of SUBRECIPIENT in order to conduct audits or other investigations.
- g. Records shall be maintained by SUBRECIPIENT for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

## Exhibit E

### Quarterly Project Metrics Report

#### *Overall Project Information*

- Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- Confirm that the service provider for the project has, or will upon completion of the project, either participated in the Federal Communications Commission (FCC)'s Affordable Connectivity Program (ACP) or otherwise provided access to a broad-based affordability program that provides benefits to households commensurate with those provided under the ACP to low-income consumers in the proposed service area of the broadband infrastructure (applicable only to projects that provide service to households).

#### *Detailed Project Information*

- Project technology type(s) (Planned/Actual)
  - Fiber
  - Coaxial Cable
  - Terrestrial Fixed Wireless
  - Other (specify)
- Total miles of fiber deployed (Planned/Actual)
- Total number of funded locations served (Planned/Actual)
  - Total number of funded locations served, broken out by speeds:
    - Pre-SLFRF Investment:
      - Number receiving 25/3 Mbps or below
      - Number receiving between 25/3 Mbps and 100/20 Mbps
    - Post-SLFRF Investment (Planned/Actual):
      - Number receiving minimum 100/100 Mbps
      - Number receiving minimum 100/20 Mbps and scalable to minimum 100/100 Mbps
  - Total number of funded locations served, broken out by type (Planned/Actual):
    - Residential
      - Total Housing Units
    - Business
    - Community anchor institution
- Speed tiers offered, corresponding non-promotional prices, including associated fees, and data allowance for each speed tier of broadband service (collection to be phased in a future reporting period)

#### *Location-by-Location Project Information*

For each location served by a Project, the recipient must collect from the subrecipient or contractor and submit the following information to Treasury using a predetermined file format that will be

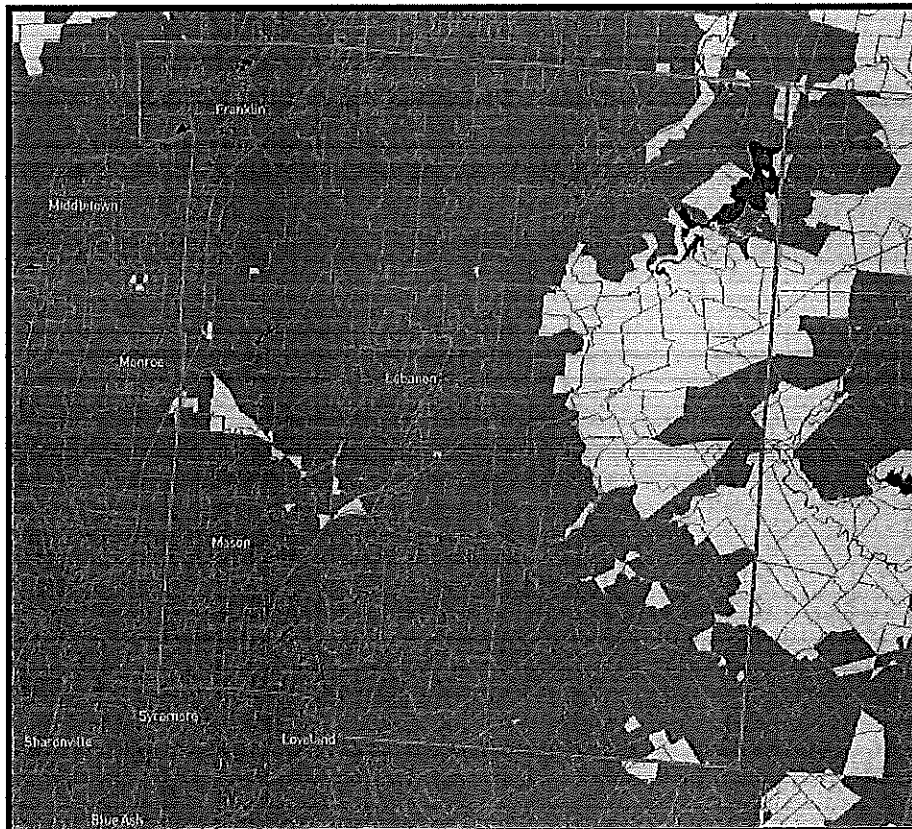
provided by Treasury (collection of certain fields will begin in October 2022, as specified below):

- Latitude/longitude at the structure where service will be installed (required starting October 2022)
- Technology used to offer service at the location (required starting October 2022)
- Location type (required starting October 2022)
  - o Residential
    - If Residential, Number of Housing Units
  - o Business
  - o Community anchor institution
- Speed tier at the location pre-SLFRF investment (collection to be phased in)
  - o 25/3 Mbps or below
  - o Between 25/3 Mbps and 100/20 Mbps
- Speed and latency at the location post-SLFRF investment (collection to be phased in)
  - o Maximum download speed offered
  - o Maximum download speed delivered
  - o Maximum upload speed offered
  - o Maximum upload speed delivered
  - o Latency

## Exhibit F Deployment of Fiber to the Unserved Area

As used within the Agreement, the "Unserved Area" shall be the yellow geographic areas of the County as represented in the map below, also being *Exhibit 3: FCC Broadband Map for 100/10 Service in Warren County* from the request for proposals issued by the County. altafiber will prioritize deployment of fiber to the premises to SFU addressable locations within the Unserved Area. Subject to unforeseen circumstances, altafiber will use reasonable efforts to ensure that SFU addressable locations within the Unserved Area are Fiber Passed or Fiber Qualified, as defined in Exhibit C, within 24 months of the Effective Date.

Notwithstanding the foregoing, the parties acknowledge that areas within the Unserved Area may exist where the installation of backbone fiber and the provision of services may be practically impossible. Reasons for such practicable impossibility may include, but are not limited to, topography, geography, government regulation and right of entry. There may also be circumstances which justify deployment of fiber to other areas of Warren County prior to certain areas within the Unserved Area. In the event that altafiber discovers any such areas, it will promptly notify the County. Promptly after discovery of such areas, the County and altafiber will convene and negotiate in good faith to determine the best course of action for installation of backbone fiber and provision of services within the Unserved Area.



**Exhibit G**  
**County Asset Locations**

As used within the Agreement, the following locations shall become Fiber Passed or Qualified as part of this Agreement:

Zoar Tower	804 US Rt 22-3 E, Morrow, OH 45152
Manchester Tower	5700 Dixie Highway, Franklin, OH 45005
Hatfield Tower	2997 Hatfield Road, Lebanon, OH 45036
Snider Tower	8181 Snider Road, Mason OH 45040
Goose Creek	6452 Furnas – Oglesby Road, Waynesville, OH 45068
Lytle Tower	360 E Lytle-Five-Points Road, Dayton, OH 45458
Blackhawk Tower	7400 St Rt. 123 S, Blanchester, OH 45017
ODOT	509 South State Route 741, Lebanon, Ohio
Washington Township tower	6415 Wilmington Road, Oregonia, OH 45054
Telecom	500 Justice Drive Lebanon, Ohio 45036
Title Office	4780 Socialville Foster Rd Mason 45040
Title Office	773 Reading Rd Mason 45040
County Garage	1433 St Rt 63 Lebanon Ohio 45036
County Engineer's Garage	105 Markey Road Lebanon, Ohio 45036
County Engineer's Office	210 W. Main Street Lebanon, Ohio 45036
320 Silver St	320 Silver Street Lebanon, Ohio 45036
Waynesville Waste Water	444 Rt 42 Waynesville, Ohio 45068
Water Department Warehouse	1200 Monroe Rd Lebanon, Ohio 45036
Sycamore Trails Waste Water	Wind Forest Drive Springboro, Ohio 45066
Sod Farm	690 Mason Road South Lebanon, Ohio 45065
Striker Road	6193 Striker Road Maineville, Ohio 45039

G-2

Lower Little Miami	2086 W. US Highway 22&3 Maineville, Ohio 45039
Socialville Foster	3812 Socialville Foster Road Mason, Ohio 45040
Dearth Road	4844 Dearth Road Springboro, Ohio 45066
Shelly	6648 Shelly Street Franklin, Ohio 45005
North Well Field	8093 Franklin-Trenton Road Carlisle, Ohio 45005

# **Warren County Broadband Infrastructure Project**

**Warren County, Ohio**

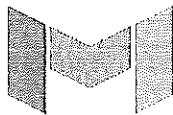
**Request for Proposals (RFP) Notification**

**For**

**Internet Service Provider(s) to Deploy, Operate, and Maintain a  
Broadband Internet Network Which Delivers High-Speed Broadband  
to Currently Underserved Premises in Warren County**

Project number: 12049.1.001A

Issued:  
July 24, 2022



**MORLEY**

ARCHITECTS | ENGINEERS | SURVEYORS

» 812.464.9585 office 812.464.2514 Fax  
» 4800 Rosebud Ln., Newburgh, IN 47630  
» morleycorp.com

## Request for Proposals

**Project Location:** Warren County, Ohio

**Response Due Date and Time:** By 12:00 PM ET – Friday, September 9<sup>th</sup>, 2022

This Request for Proposals (RFP) is official notification of needed broadband services and is being issued to solicit a response and other documents from Internet Service Providers (ISPs) qualified to deploy, operate, and maintain a broadband internet network ensuring that currently underserved premises in Warren County are served by high-speed broadband. A submittal does not guarantee that the applicant will be contracted to perform any services but only serves notice that the applicant desires to be considered. Warren County, Ohio ("County") is not responsible for any costs incurred by the Applicants for the preparation of any materials required for responding to this RFP.

### Submittal Requirements:

RFP responses shall be submitted via physical copies, with blue ink signatures, to the Warren County Economic Development office listed below, and include a USB flash drive containing an electronic copy (PDF format) of all submitted documents. Morley has been retained by Warren County to assist with managing the RFP process, distribution, and Q&A. All inquiries related to the RFP shall be directed to both contacts listed below.

Morley  
Attention: Jeramy Elrod, P.E.  
4800 Rosebud Lane  
Newburgh, IN 47630  
Phone: 812-464-9585  
Email: jeramy@morleycorp.com

Warren Co Economic Development  
Attn: Matt Schnipke  
406 Justice Drive, Suite 301  
Lebanon, OH 45036  
Phone: 513-695-2090  
Email: matthew.schnipke@co.warren.oh.us

### Selection Procedures:

Proposals will be received, reviewed, and scored accordingly by the Board of County Commissioners, with assistance from Morley, and any such Applicant(s) selected shall proceed with subsequent contract negotiations with the County. The County may make one or multiple awards but is not required to make an award.

Funding for broadband projects will be through the County's allocation of Coronavirus Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021 (ARPA) and all funded projects shall meet the eligibility requirements of the Final Rule as published by the Department of the Treasury.

### Informational Webinar:

An informational webinar will be held at the time and date listed in the RFP. The purpose is to familiarize interested Applicants on the contents of the RFP and the goals of the project. Interested Applicants are *strongly* encouraged to attend. Attendees will also have the opportunity for open discussion and asking questions. Please contact Jeramy Elrod via email at jeramy@morleycorp.com to receive invitation details to the webinar.

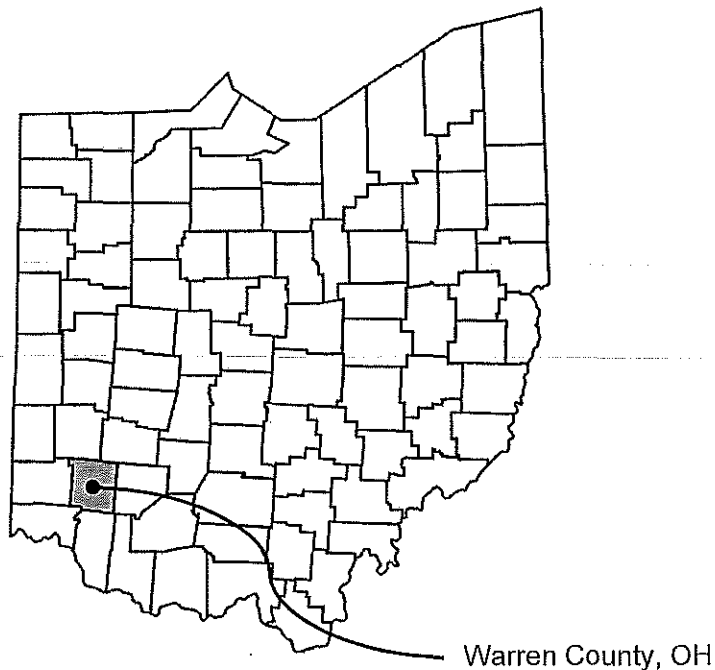


## 1 Project Overview

This RFP reflects the commitment of the County to ensure high-speed broadband is available to as many local residents and businesses (collectively “premises”) as possible. The successful Internet Service Provider(s) or other organization(s) responding to this RFP (hereinafter referred to as “Applicant”) will be expected to deploy a network that meets the eligibility requirements set forth in the Final Rule of the Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act of 2021.

The purpose of the RFP is to seek innovative or traditional broadband solutions from one or more Applicants proposing one or multiple solutions over all or portions of the County. From these RFP responses, the County will select the best Applicant(s) to finalize project details by creation and execution of a contract with the County.

The County is offering direct capital funding of up to \$5 million to qualified and committed private sector partners to support deployment. The purpose of the direct capital funding will be to defray the cost of the infrastructure necessary to meet the requirements of the RFP, which might include construction or improvement of fiber optics, cabinets, pedestals, poles, pole attachments, towers, wireless equipment, CPE, etc. (collectively this infrastructure is hereinafter referred to as “Assets”).



## 2 Eligibility Requirements

This RFP does not dictate which technologies or solutions the Applicant should select or build, but rather leaves it to the Applicant to propose technologies that are suitable for deployment and able to reach the target areas while also achieving the following eligibility requirements:

- A network which serves locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection).
- A network which reliably meets or exceeds symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, the network may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.
- The ISP must either participate in the FCC's Affordable Connectivity Program (ACP) or provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP.
- System designed to 99.9% uptime.
- All products proposed MAY NOT contain monthly data caps or bandwidth/speed reduction due to metered usage.
- All eligibility requirements as set forth in the Final Rule of the Local Fiscal Recovery Fund established under the American Rescue Plan Act of 2021.
- In general, use of County contributed funds shall not be applied to areas already targeted by state or federally funded broadband projects or commitments.

**Open Access Requirements:** There are no requirements for open access related to this RFP.

### **Network Construction Standards:**

Applicants should expect that upon successful completion of a negotiated contract for deployment of a broadband network, and commencement of work by the selected Applicant, the County may provide inspection oversight to ensure compliance with design and deployment standards per the negotiated contract.

The selected Applicant will fully engineer and permit the project prior to commencement of construction as a function of the negotiated contract.

Deployment of all fiber and fiber-related infrastructure must comply with all National Electrical Contractors Association (NECA) codes and laws at the local, state, federal, and private land levels as they pertain to communication installations.

Should wireless technology be selected for deployment, all towers, antennas, and other components utilized to deliver wireless broadband must comply with all FCC regulations regarding tower construction, spectrum registration, and applicable state/County authority over zoning and land use regulations.

The selected Applicant will be expected to have all routes and tower sites surveyed by a licensed surveyor as well as provide the County with GIS/CAD mapping showing the locations of all facilities deployed and service areas of engineered coverage design(s). The County has available certain GIS layers that may prove useful to the applicant, which can be found at: <https://www.co.warren.oh.us/warrencis/>. However, Applicant shall note that GIS layers for parcel lines, public easements, and right of ways do not suffice as a survey for public routes or tower sites.

Other construction requirements that are the responsibility of the Applicant include:

- Work with all appropriate agencies to obtain all required right of way approvals.
- Obtain all required permits and private easement approvals.
- Coordinate project deployment with all utilities.
- Coordinate and resolve third party or private claims.
- Repair any and all damages to private property.
- At all times, maintain an adequate staff of experienced and qualified employees for efficient performance.
- At all times, furnish or perform any services in a safe, proper, and workmanlike, manner.

The Applicant will be required to demonstrate network performance to specified test standards. These standards will need to be met for services offered and infrastructure built or contracted. Speeds will be tested and proven as negotiated in the contract.

### 3 General RFP Information

Available funding for project is up to \$5 million.

Funding will be released upon completion and acceptance of agreed upon project milestones as stipulated in the negotiated contract.

Any awards and/or contracts resulting from this RFP will be subject to availability of funds, which may require appropriations or other governmental proceedings to make available.

Applicants may submit multiple responses to this RFP for proposals that differ in service areas, technology, requested County contribution, timing of deployment, eligibility requirements or any combination thereof.

The County does not intend to enter the broadband business as a competitive service provider.

The County does not intend to own or operate the network infrastructure Assets it financially supports through this RFP process.

This RFP does not constitute a contract for services performed or to be performed.

The County is not required to accept the lowest cost proposal. Rather, the County will negotiate a contract with the offeror who submits the proposal that the County determines is the most advantageous to the County based on highest ranking of the published factors and criteria.

The County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that the County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

The County reserves the right to reject, in whole or in part, any proposal that the County has determined, using the factors and criteria, would not be in the best interest of the County.

The County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

The County may make such investigation as deemed necessary to determine the ability of the Applicant to perform the work, and the Applicant shall furnish to the County all such information by the date specified by the County.

The submission of an RFP response will constitute representation by the Applicant that it understands and has complied with the requirements of the RFP. Submission of a response indicates the RFP information provided was sufficient in scope and detail to convey understanding of anticipated terms and conditions for performance of the work.

An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. The County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails

to negotiate in good faith. If the County terminates negotiations with an offeror, the County shall negotiate with the offeror whose proposal is ranked the next most advantageous to the County according to the factors and criteria published in this RFP.

The information contained in proposals submitted for consideration by the County may be defined as a public record and may at some point in time be disclosed to the public. In order to ensure fair and impartial evaluation proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after the award of the contract.

The Applicant will be expected to execute a contract within 45 days of notification they have been selected by the County as an awarded candidate. The County reserves the right to select other candidates if a contract is not executed within the 45-day timeline. There is no guarantee a contract will successfully be awarded related to a winning Applicant's response.

The County may require the successful Applicant(s) to post a letter of credit, performance bond, or other surety to support its performance obligations as part of the negotiated contract.

## 4 Service Areas

The County seeks to close the broadband availability/reliability gap throughout its limits. Of highest priority are residents and businesses without access to wireline internet providing speeds which exceed 100/20 Mbps.

The County acknowledges that specific geographic regions of the county are underserved, without reliable access to wireline internet providing speeds which exceed 100/20 Mbps. Figure 3 below demonstrates suspected areas that do not have access to wireline internet providing speeds which exceed 100/10 Mbps. Those areas are shaded yellow. Please refer to the legend attached on Page 11.

Similarly, the County acknowledges that specific geographic regions of the county do not have reliable access to wireline internet providing symmetrical speeds which meet or exceed 100 Mbps. As the Final Rule requires, all funded projects shall be designed to meet or exceed symmetrical speeds of 100 Mbps and it is a priority of the County to provide this level of service. Figure 4 below demonstrates suspected areas that do not have access to wireline internet providing symmetrical speeds which meet or exceed 100 Mbps. Those areas are shaded yellow. Please refer to the legend attached on Page 12.

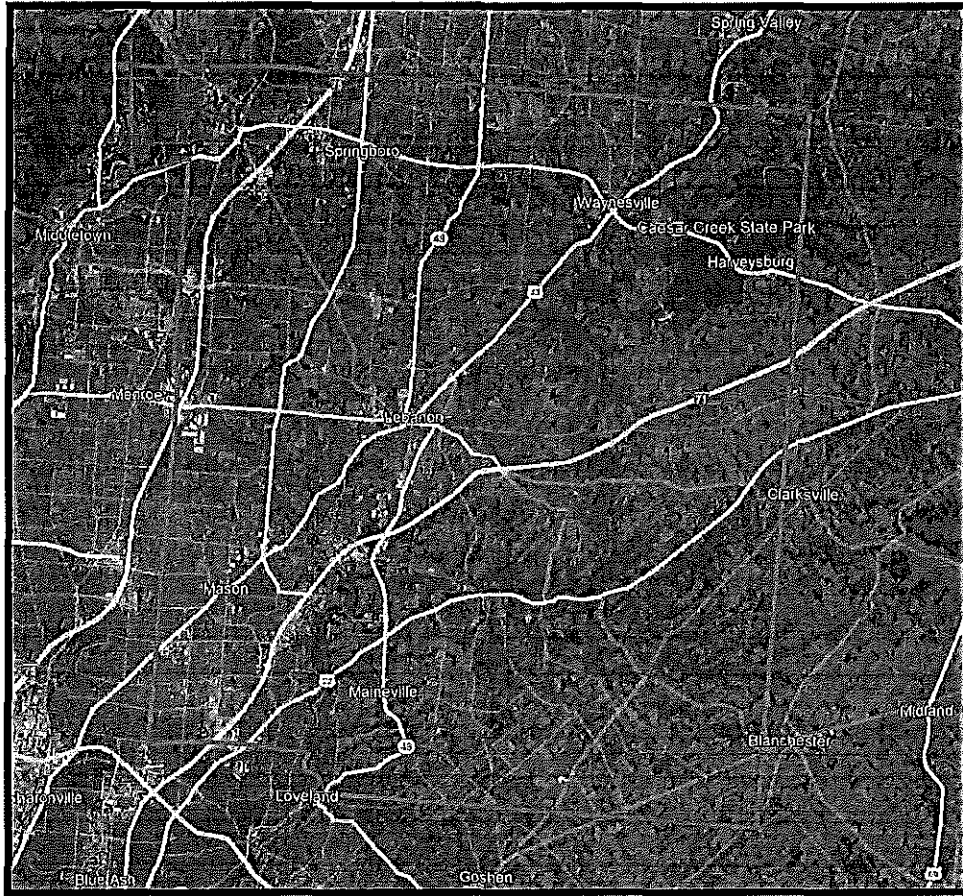
The County is not limiting proposals to only unincorporated portions of the county. Applicants are encouraged to submit their best proposal to the County, with or without service locations within municipal limits. However, applicants shall itemize the number of premises served for each municipality from the total number of premises served.

Several exhibits are shown below. Applicants are encouraged to supplement this data with other available sources or using proprietary data.

Applicants are encouraged to provide response information engineered to the highest level of detail possible for an RFP of this nature.

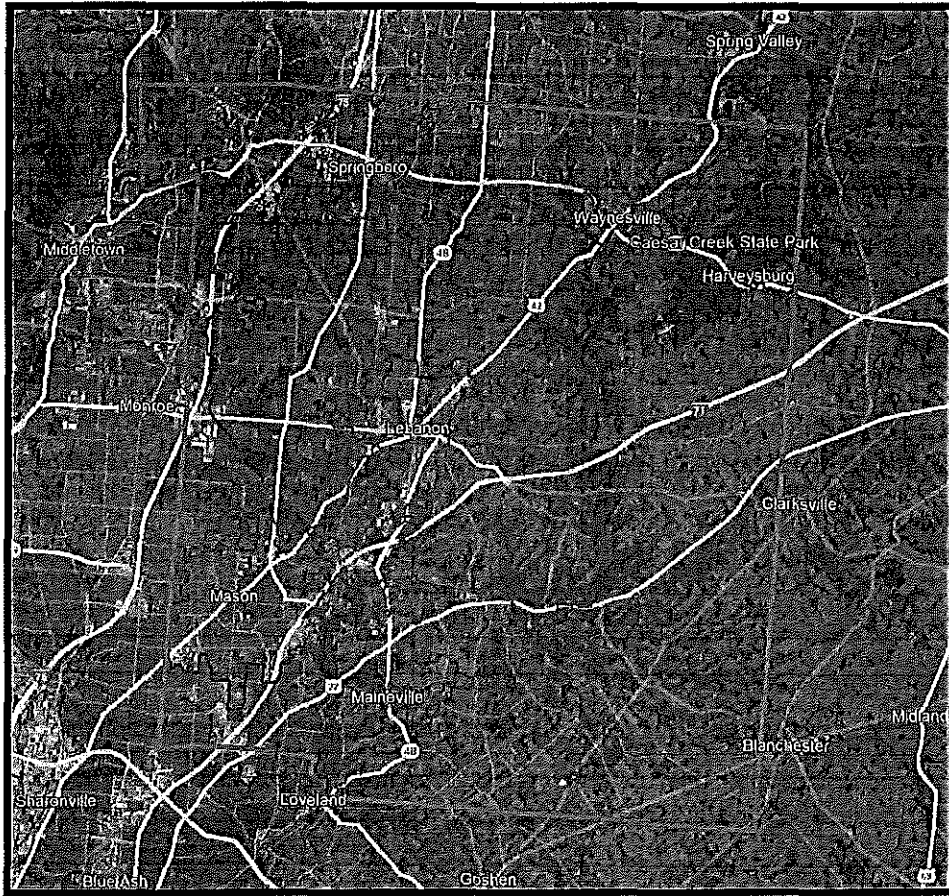
Contiguous geographic areas are not required.

The County acknowledges that the successful Applicant may need to install Assets originating from outside of the County; however, Applicant shall only count premises within the County's when estimating the total number of premises served.



*Exhibit 1: Warren County Limits*

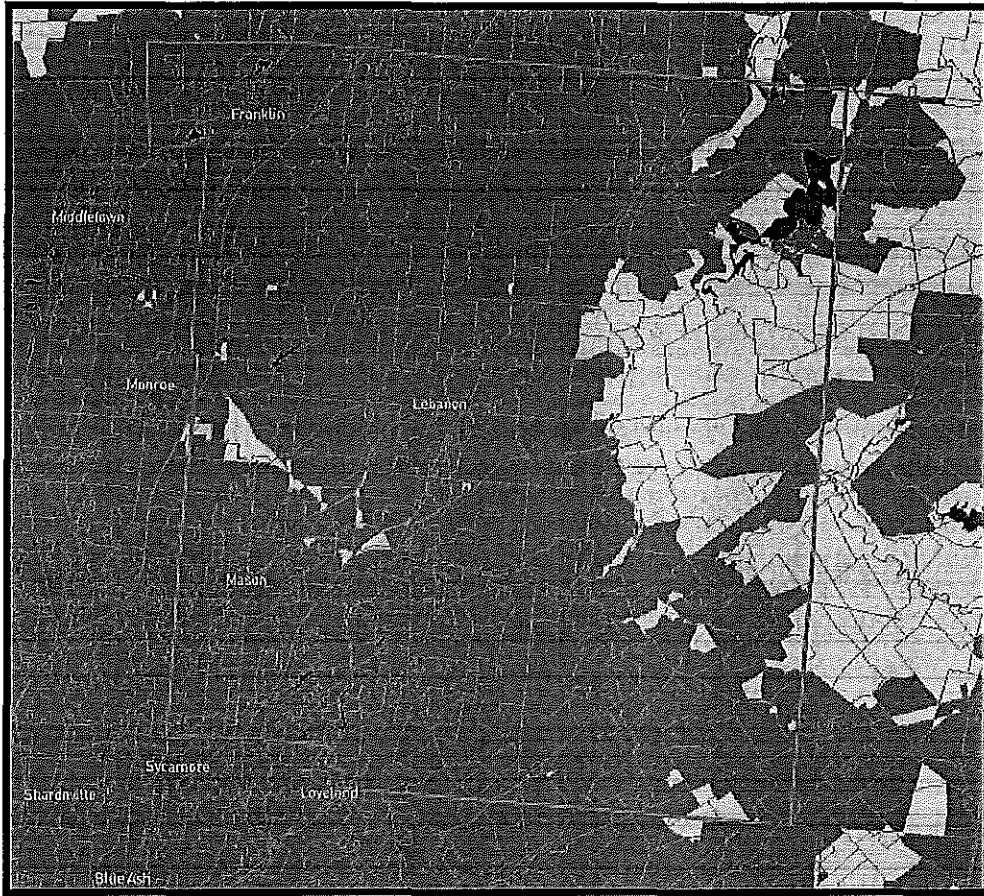
Kmz or .dwg/.dxf files of County and Municipal Limits are available upon request.



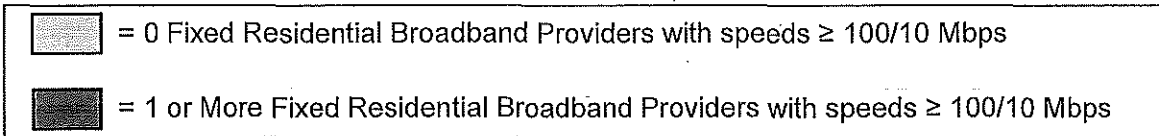
*Exhibit 2: Warren County Limits with Municipal Limits*

Kmz or .dwg/.dxf files of County and Municipal Limits are available upon request.





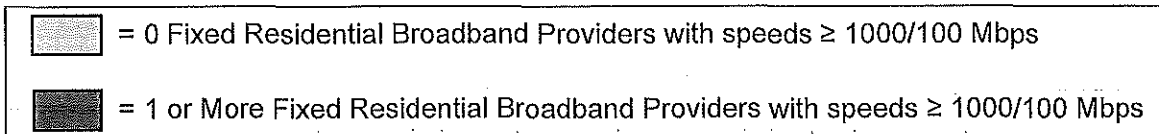
*Exhibit 3: FCC Broadband Map for 100/10 Service in Warren County*



<https://go.usa.gov/xSgSR> - Link for the image above.



*Exhibit 3: FCC Broadband Map for 1000/100 Service in Warren County*



<https://go.usa.gov/xSgS5> - Link for the image above.

Additionally, the County has various offices and county assets that do not currently have access to reliable wireline internet providing sufficient speeds for the County. Those offices and assets are listed below with their physical address location.

Zoar Tower	804 US Rt 22-3 E, Morrow, OH 45152
Manchester Tower	5700 Dixie Highway, Franklin, OH 45005
Hatfield Tower	2997 Hatfield Road, Lebanon, OH 45036
Snider Tower	8181 Snider Road, Mason OH 45040
Goose Creek	6452 Furnas – Oglesby Road, Waynesville, OH 45068
Lytle Tower	360 E Lytle-Five-Points Road, Dayton, OH 45458
Blackhawk Tower	7400 St Rt. 123 S, Blanchester, OH 45017
ODOT	509 South State Route 741, Lebanon, Ohio
Washington Township tower	6415 Wilmington Road, Oregonia, OH 45054
Telecom	500 Justice Drive Lebanon, Ohio 45036
Title Office	4780 Socialville Foster Rd Mason 45040
Title Office	773 Reading Rd Mason 45040
County Garage	1433 St Rt 63 Lebanon Ohio 45036
County Engineer's Garage	105 Markey Road Lebanon, Ohio 45036
County Engineer's Office	210 W. Main Street Lebanon, Ohio 45036
320 Silver St	320 Silver Street Lebanon, Ohio 45036
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Water Department Warehouse	1200 Monroe Rd Lebanon, Ohio 45036
Sycamore Trails Waste Water	Wind Forest Drive Springboro, Ohio 45066
Sod Farm	690 Mason Road South Lebanon, Ohio 45065
Striker Road	6193 Striker Road Maineville, Ohio 45039
Lower Little Miami	2086 W. US Highway 22&3 Maineville, Ohio 45039
Socialville Foster	3812 Socialville Foster Road Mason, Ohio 45040
Dearth Road	4844 Dearth Road Springboro, Ohio 45066
Shelly	6648 Shelly Street Franklin, Ohio 45005
North Well Field	8093 Franklin-Trenton Road Carlisle, Ohio 45005

## 5 RFP Submittal Process

The RFP Schedule is as follows:

<b>RFP Publication and Post Date:</b>	<b>Sunday, July 24<sup>th</sup>, 2022</b>
<b>RFP Informative Webinar:</b>	<b>10:00 AM ET - Wednesday, August 3<sup>rd</sup>, 2022</b>
<b>Written Questions Due:</b>	<b>By 5:00 PM ET – Friday, August 12<sup>th</sup>, 2022</b>
<b>Written Answers Delivered:</b>	<b>By 5:00 PM ET – Friday, August 26<sup>th</sup>, 2022</b>
<b>RFP Response Due Date:</b>	<b>By 12:00 PM ET – Friday, September 9<sup>th</sup>, 2022</b>
<b>RFP Public Reading:</b>	<b>Tuesday, September 20<sup>th</sup>, 2022 (Anticipated)</b>
<b>Analysis and Scoring Complete:</b>	<b>Tuesday, September 27<sup>th</sup>, 2022 (Anticipated)</b>
<b>Notice of Award:</b>	<b>Tuesday, October 4<sup>th</sup>, 2022 (Anticipated)</b>

### **RFP Submittal process:**

Final RFP responses will only be accepted in physical form, with blue ink signatures, at the Warren County Economic Development office listed below and including a USB flash drive containing an electronic copy (PDF format) of all submitted documents. Documents should be well organized and presented as this will be part of the scoring for completeness of RFP.

Warren Co Economic Development  
Attn: Matt Schnipke  
406 Justice Drive, Suite 301  
Lebanon, OH 45036  
Phone: 513-695-2090  
Email: [matthew.schnipke@co.warren.oh.us](mailto:matthew.schnipke@co.warren.oh.us)

Responses received after the specified due date and time shall result in disqualification of the Applicant's RFP submittal and will not be accepted.

Applicants are responsible for confirming receipt of RFP submittals.

### **RFP Question and Answer Process:**

Outside of the informational webinar, RFP Applicants must submit any technical or procedural questions related to the RFP in writing via e-mail at [jeramy@morleycorp.com](mailto:jeramy@morleycorp.com)

All questions related to the RFP must contain in the subject line of the e-mail the following identifier:

*"Warren County – Broadband RFP – Questions"*

All submitted questions will receive a written response. Additionally, any Applicant who submits a question, attends the webinar, or inquires about the RFP by contacting [jeramy@morleycorp.com](mailto:jeramy@morleycorp.com) will receive the final Q&A document.

## RFP Response Format

In an effort to expedite the evaluation of the RFP responses received, Applicants are encouraged to organize proposals in the sequence below.

There is no restriction on the number of pages submitted in the proposal.

- A. Company Name, Profile, and History
- B. Executive Summary of Scope of Work
- C. Project Team
- D. Statement of Qualifications
- E. Technical Approach and Work Plan
- F. Product Offerings
- G. Cost Proposal
- H. Schedule
- I. Appendices

### **A. Company Name, Profile, and History**

Provide the full legal name of the Applicant, including any previous names or doing-business-as names. The final response shall include the signature of an owner, corporate officer, or agent authorized by the Applicant. Include a designated contact person. Provide a brief history of the company and its work in the broadband industry as an internet service provider.

### **B. Executive Summary of Scope of Work**

Applicant shall provide an overview of the major features of the RFP submission. Include any suggestions, conclusions, recommendations, or assumptions the Applicant believes are significant to the understanding of the RFP.

### **C. Project Team**

List key personnel involved in the planning, management, oversight, deployment, operation, and maintenance of the project with a brief description of each members qualifications and ability to contribute to a successful project.

### **D. Statement of Qualifications**

Provide a description of (up to) three (3) projects similar to the one described in this RFP that your company has deployed within the last five (5) years. Outline services offered, geography covered, network design utilized, and customer types served. For each project provide the contact information for the primary reference for each of the projects including: the company/organization name, a primary point of contact, their title, and their phone number.

### **E. Technical Approach and Work Plan**

Provide a detailed technical approach and work plan for the project. Describe proposed project location(s).

Provide coverage area map(s) and narratives outlining Asset placement as applicable to support the proposed design that demonstrates coverage of the project location within the specified area(s).

Clearly state how many premises will be covered and at what levels of service. If any premises will be covered within municipal limits, denote how many will be covered for each municipality.

#### **F. Product Offerings**

Provide a list of product tiers to be provided as part of the project. For each product being proposed please provide the following information as applicable:

- Downstream speed
- Upstream speed
- Monthly recurring cost (MRC) – inclusive of estimated taxes and fees.
- One-time non-recurring installation costs (NRC) – inclusive of estimated taxes and fees.
- Narrative of installation requirements/process.
- Service level agreement and performance metrics for each.

All proposals are required to include a description of the services required as the Applicant's organization would address support of the deployment, operation, and maintenance for the delivery of broadband Internet network products and services throughout the County. Provide a narrative of your current and/or intended presence in the County (i.e., sales, administrative, customer service personnel) in support of the internet infrastructure established as a result of this RFP.

#### **G. Cost Proposal**

Applicant shall provide a detailed breakdown of the total project cost, then clearly indicate the requested County contribution and Applicant's contribution. Total project cost shall not include ongoing fees such as licenses, O&M costs, or lease/rent expenses. Should any scope alternatives be included for the County's consideration, a separate cost proposal should be included for each alternative.

#### **H. Schedule**

Applicant should provide a proposed schedule for design, permitting, construction, and initiation of broadband services to the specified areas of the County. The timeline schedule should include key milestones and phasing plans. Should any technical alternatives be included for the County's consideration, a separate schedule should be included for each alternative.

The County intends the project be deployed in a continuous fashion commencing immediately upon contract execution.

The County desires that all projects be completed prior to December 31<sup>st</sup>, 2024, preferably sooner, or by the negotiated date of the contract with the County. Applicants shall provide a

proposed schedule for implementation that reflects the most expeditious timeline possible, including engineering, permitting, licensing, construction, and validation.

**I. Appendices**

Applicants can attach such documentation as desired to support the RFP response to assist the County to better assess the Applicant's RFP submission. If used, Appendices must be clearly labeled with a purpose for submission.

## 6 Scoring Criteria

The Board of County Commissioners will evaluate the proposal(s), using the scoring criteria listed below as a guide, to determine if the proposal(s) is in the best interest of Warren County.

The Board of County Commissioners will initially check the proposals to validate that all information required to conform to this RFP is included. Absence of required information or nonconforming proposals may result in rejection.

The Board of County Commissioners may, at their discretion, schedule selected Applicants for interviews of their proposals. The Warren County Board of Commissioners may, at their discretion, require additional steps before an award is made.

<i>Criteria</i>	<i>Points</i>	<i>Score</i>
<b><i>Project Costs and County Contribution</i></b>	30%	
Overall County contribution – priority given to projects that provide highest value per County dollar contributed		
<b><i>Proposed Solution</i></b>	40%	
Number of premises served		
Overall deployment timing - priority given to projects that can be done the quickest		
Product Offerings – priority given to variety of product tiers, competitiveness of pricing, and maximum available speeds		
All fiber network, with last-mile connections		
Overall coverage, topology, and resiliency elements		
<b><i>Applicant Background, Qualifications, and Capabilities</i></b>	20%	
Relevant projects		
Knowledge, team, and technical competence		
Proposed local presence/customer support		
<b><i>Completeness of RFP</i></b>	10%	
<b><i>Total</i></b>	100%	