

Resolution

Number 19-1456

Adopted Date November 05, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO TIM HUNSAKER, FRAUD INVESTIGATOR, WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Tim Hunsaker; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Tim Hunsaker not to exceed twelve (12) weeks; pending further documentation from Mr. Hunsaker's physician.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
T. Hunsaker's FMLA file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1457

Adopted Date November 05, 2019

APPROVE THE PROMOTION OF ZACH THOMPSON FROM DEPUTY DOG WARDEN I TO THE POSITION OF DEPUTY DOG WARDEN II WITHIN THE DOG AND KENNEL

WHEREAS, Zach Thompson has completed two years of employment as a Deputy Dog Warden I; and

WHEREAS, it is the recommendation of the Dog Warden to promote Zach Thompson to Deputy Dog Warden II; and

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Zach Thompson to the position of Deputy Dog Warden II within the Warren County Dog and Kennel, classified, full-time permanent, non-exempt status, Pay Range 15, at \$17.02 per hour, effective pay period beginning October 26, 2019.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Dog and Kennel (file)
Z. Thompson's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1458

Adopted Date November 05, 2019

ACCEPT RESIGNATION OF BRITTANY METHENY, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT, EFFECTIVE NOVEMBER 7, 2019

BE IT RESOLVED, to accept the resignation, of Brittany Metheny, Emergency Communications Operator, within the Warren County Emergency Services Department, effective November 7, 2019.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 19-1459

Adopted Date November 05, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN SETTLEMENT AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND WARREN COUNTY DISPATCH ASSOCIATION AND TRAMEL WADDELL, EMERGENCY COMMUNICATIONS OPERATOR

WHEREAS, Mr. Waddell was facing disciplinary allegations and a pre-disciplinary conference was scheduled for conduct that occurred in October 2019; and

WHEREAS, all parties have reached a settlement agreement regarding disciplinary allegations for conduct that occurred in October, 2019; and

NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign a settlement agreement on behalf of the Warren County Board of Commissioners and Warren County Dispatch Association and Tramel Waddell Communications Operator; as attached hereto and made a part hereof.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Dispatch Association
c/a—Waddell, Tramel
T. Waddell's Personnel File
Emergency Services (file)
OMB- Sue Spencer

SETTLEMENT AGREEMENT

This settlement agreement is entered into by and between Trammel Waddell (Employee), the Warren County Dispatch Association (WCDA) and the Warren County Board of Commissioners (County) and relates to the matters scheduled for a Pre-Disciplinary Conference on October 23, 2019, involving Employee. In resolution of this matter, the parties agree as follows:

1. Employee agrees to voluntarily resign, effective October 22, 2019, in exchange for the consideration contained in paragraphs 2 through 4 of this Agreement. Further, in exchange for this consideration, Employee agrees to release the County from any and all claims resulting from his employment with the County.
2. Employee will receive pay for all hours worked, and in administrative leave with pay status, for the current pay period on November 1, 2019, pursuant to the County's normal payroll schedule. Employee will receive a lump sum payment for all accrued, but unused, vacation leave on November 15, 2019, pursuant to the County's normal payroll schedule.
3. Employee will be eligible to receive a sick leave payout, pursuant to current County policy. Employee acknowledges that it is his responsibility to contact the County about utilizing this sick leave payout program. Employee may be required to sign the necessary leave payout form at the County's office at a future date.
4. Employer agrees to provide a neutral reference if one is requested, confirming Employee's dates of employment with the County.
5. The WCDA and the County agree the terms of this settlement agreement shall not set a precedent for future matters between the parties.
6. This settlement agreement represents the entire agreement between the parties and may not be amended except by a written agreement signed by all parties.

Trammel Waddell 10/29/19
Trammel Waddell Date

Brad Edington 10/29/19
WCDA Date

Tiffany Zudis 11-5-19
Warren County Date

Resolution

Number 19-1460

Adopted Date November 05, 2019

AUTHORIZE COUNTY ADMINISTRATOR TO SIGN SETTLEMENT AGREEMENT ON BEHALF OF THE WARREN COUNTY BOARD OF COMMISSIONERS AND DAVID GRIFFIN, EMERGENCY COMMUNICATIONS SUPERVISOR

WHEREAS, Mr. Griffin facing disciplinary allegations and a pre-disciplinary conference was scheduled for conduct that occurred in October 2019; and

WHEREAS, all parties have reached a settlement agreement regarding disciplinary allegations for conduct that occurred in October, 2019; and

NOW THEREFORE BE IT RESOLVED, to authorize County Administrator to sign a settlement agreement on behalf of the Warren County Board of Commissioners and David Griffin Emergency Communications Supervisor; as attached hereto and made a part hereof.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Dispatch Association
c/a—Griffin, David
D. Griffin's Personnel File
Emergency Services (file)
OMB- Sue Spencer

Resolution

Number 19-1461

Adopted Date November 05, 2019

APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE 2020 "DAY FOR WELLNESS" **POINTS** PROGRAM

WHEREAS, in an effort to promote employee wellness, the opportunity for voluntary participation in the annual **POINTS** Program is extended to Warren County employees; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2020 **POINTS** Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Day for Wellness" personal day off with pay for each employee that participates in the 2020 **POINTS** Program; and

WHEREAS, the actual policy is attached hereto and made a part hereof outlining the full details of the program; and

NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the 2020 **POINTS** Program.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Benefits file
Sue Spencer, OMB
Tammy Whitaker, OMB
All Elected Officials, Agencies and Department Heads
Horan Associates

2020 “DAY FOR WELLNESS” POLICY

Qualifications:

Eligibility: Part-time and Full-time Permanent Employees

Eligible employees participating in Warren County’s “2020 POINTS Program” and achieving a point total of 250 points will receive a personal day off with pay.

Time Period: The 2020 POINTS Program will begin January 1, 2020. An employee must earn a total of 250 points throughout the year; January 1, 2020 through December 31, 2020.

Receipt of “Day for Wellness”: POINTS Check Sheets and Certification of Information along with any required supporting documentation must be turned in to OMB Benefits no later than February 28, 2021. Submitted information will be verified and OMB Benefits will issue the “Day for Wellness” verification to the employee. Your submission will be kept confidential.

Day for Wellness Hours: The hours will be based on the employee’s normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

Usage:

The employee must use the personal day off with pay no later than December 31, 2021. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2021. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

Process:

Once the employee has departmental approval, the employee will submit the “Day for Wellness” verification form with a completed request for leave form to their department. The personal day off with pay will be reported on payroll as regular hours worked. The department should maintain the request for leave form and “Day for Wellness” verification form with their payroll records for audit purposes.

Saved as: I/HR 2020 Day for Wellness Policy

Resolution

Number 19-1462

Adopted Date November 05, 2019

RENAME "DAY FOR YOUR LIFE" TO "DAVE'S DAY FOR YOUR LIFE" AND APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE 2020 ANNUAL BLOOD DRAW SCREENING PROGRAM FOR COUNTY EMPLOYEES

WHEREAS, in recognition of David G. Young's commitment to employee wellness and his day off incentive that originated in 2009 for participation in the on-site biometric blood draws, rename the "Day For Your Life" to "Dave's Day For Your Life"; and

WHEREAS, this Board provides a voluntary Annual Blood Screening Program to all employees and spouses eligible for coverage under the plan; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2020 Annual Blood Screening Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Dave's Day for Your Life" personal day off with pay for each employee that participates in the 2020 Annual Blood Screening Program; and

WHEREAS, the actual policy is attached hereto and made a part hereof outlining the full details of the program; and


NOW THEREFORE BE IT RESOLVED, to approve renaming the personal day off with pay from "Day For Your Life" to "Dave's Day For Your Life" and approve the policy for participation in the 2020 "Dave's Day For Your Life" as attached hereto.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: OMB File
Benefits file
T Whitaker, OMB
S Spencer, OMB

2020 “DAVE’S DAY FOR YOUR LIFE”

_____ has participated in Warren County’s
Employee Name

Annual Blood Screening on _____
Date

Authorized Signature

Qualifications:

An eligible employee participating in Warren County’s “Dave’s Day For Your Life” 2020 Annual Blood Screening Program will receive a personal day off with pay. The hours will be based on the employee’s normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

If an employee covered under the health plan or eligible for coverage under the health plan, is not able to participate on a scheduled on-site screening day, the employee can request a voucher for screening to be completed at area lab on another date or time but no later than May 31, 2020. Documentation verifying that the blood screen was completed must be provided to the Benefits/Risk Manager. The Benefits/Risk Manager will issue the “Dave’s Day For Your Life” verification form to the employee.

If an employee covered under the health plan or eligible under the health plan does not participate in the on-site screening, he/she can submit proper documentation that an equivalent screening was completed to qualify for the personal day off with pay. The documentation must be submitted to the Benefits/Risk Manager. Based on proper documentation the employee will be issued the “Dave’s Day For Your Life” verification form by the Benefits/Risk Manager. The Benefits/Risk Manager will have the sole discretion in evaluating the submitted documentation.

If an employee is part-time and provides documentation that an equivalent screening was completed, he/she will be issued the “Dave’s Day For Your Life” verification form by the Benefits/Risk Manager for the number of part-time hours scheduled per day. The Benefits/Risk Manager will have the sole discretion in evaluating the submitted documentation.

Usage:

The employee must use the personal day off with pay no later than December 31, 2020. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2020. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

Process:

Once the employee has departmental approval, the employee will submit the “Dave’s Day For Your Life” verification form with a completed request for leave form to their department. The personal day off with pay will be reported on payroll as regular hours worked. The department should maintain the request for leave form and “Dave’s Day For Your Life” verification form with their payroll records for audit purposes.

Please direct questions to: Tammy Whitaker ext 1324 or Sue Spencer ext 1747.

Saved As: Dave’s Day for Life Policy 2020

Resolution

Number 19-1463

Adopted Date November 05, 2019

MAINTAIN CURRENT MONTHLY HEALTH INSURANCE RATES CHARGED TO DEPARTMENTS AND OFFICES EFFECTIVE JANUARY 1, 2020

WHEREAS, based on a thorough review of the self-insured health insurance program offered to employees, the department chargeback rates for medical/rx, dental and vision will remain unchanged; and

WHEREAS, due to Munis software implementation commencing January 1, 2020, it is the desire of the Board that effective the first pay date following January 1, the department healthcare chargeback transfer will be taken each pay date in the Per Pay amount indicated below, and a transfer will not be made on the third pay date in months where there are three pay dates; and

WHEREAS, in order to coincide with other transfers and deductions, it is the desire of the Board that effective the first pay in January 2020, the employee premium contribution which also remains unchanged will be deducted each pay based on 24 pays; a deduction will not be made on the third pay date in months where there are three pay dates; and

WHEREAS, it is also the desire of the Board of Commissioners to continue the annual employer contribution to HSA or HRA for all eligible employees electing the "Buy-Up" Plan in the amount of \$300 single/\$600 family except for instances where a union contract stipulates otherwise.

2020 Monthly Department Rates	"Base" Plan		"Buy-Up" Plan	
	Month	Per Pay	Month	Per Pay
Single Med/RX	438.72	219.36	404.88	202.44
Single Dental	29.64	14.82	29.64	14.82
Single Vision	6.66	3.33	6.66	3.33
Life	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$485.02	\$242.51	\$451.18	\$225.29
Family Med/RX	1162.82	581.41	1073.14	536.57
Family Dental	74.10	37.05	74.10	37.05
Family Vision	17.66	8.83	17.66	8.83
Life	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$1,264.58	\$632.29	\$1,174.90	\$587.45
Couple Med/RX	581.41	290.71	536.57	268.29
Couple Dental	37.05	18.53	37.05	18.53
Couple Vision	8.83	4.42	8.83	4.42
Life	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$637.29	\$318.66	\$592.45	\$296.24

Employee Contribution			Month	Per Pay x24
Single "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$71.44	\$35.72
Family "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$189.38	\$94.69
Couple "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$94.69	\$47.34
2020 Monthly COBRA Rates	"Base"		"Buy-Up"	
Single Med/RX	447.50		485.85	
Single Dental	30.24		30.24	
Single Vision	<u>6.80</u>		<u>6.80</u>	
	\$484.54		\$522.89	
Family Med/RX	1186.08		1287.77	
Family Dental	75.59		75.59	
Family Vision	<u>18.02</u>		<u>18.02</u>	
	\$1,279.69		\$1,381.38	

NOW THEREFORE BE IT RESOLVED, to approve the department transfer rates, employee premium contributions, employer HSA/HRA contributions and frequency schedule as specified above effective January 1, 2020.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


 Tina Osborne, Clerk

HR/

cc: Horan Associates
 Benefits file
 OMB File
 Tammy Whitaker, OMB
 Elected Officials

Resolution

Number 19-1464

Adopted Date November 05, 2019

ENTER INTO AGREEMENT WITH CENTURYLINK COMMUNICATIONS, LLC ON
BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to enter into an agreement with CenturyLink Communications, LLC for Internet Service Bandwidth and BGP Upgrade per Resolution 19-1068 dated August 20, 2019 on behalf of Warren County Telecommunications, copy of said agreement attached hereto and made a part hereof.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—CenturyLink Communications, LLC
Telecom (file)

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **WARREN COUNTY** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. **Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. **Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

LEVEL 3[®] INTERNET SERVICES SERVICE SCHEDULE

3. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. **Billing and Payment.**

4.1 **Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

4.2 **Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). If CenturyLink has to collect amounts from Customer that are undisputed, Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3 **Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 **Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

4.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

4.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; and (3) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

5. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. Liabilities and Service Levels.

6.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

6.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

6.3 Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

7. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

8. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. General Terms.

9.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

9.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

9.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers

9.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the OMR054507

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

9.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

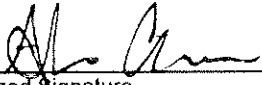
9.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

9.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

9.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

9.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

CENTURYLINK COMMUNICATIONS, LLC



Authorized Signature

STEVE ARNESON

Name Typed or Printed

MANAGER - OFFER MANAGEMENT

Title

10/31/19

Date

WARREN COUNTY



Authorized Signature

Shannon Jones

Name Typed or Printed

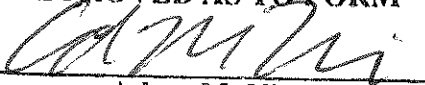
President

Title

11/5/19

Date

Customer's Address for Notice:
Customer's facsimile number (if applicable):
Person designated for notices:

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

**CENTURYLINK MASTER SERVICE AGREEMENT
SERVICE SCHEDULE
LEVEL 3[®] INTERNET SERVICES SERVICE SCHEDULE**

1. **Applicability.** This Service Schedule is applicable where Customer orders Level 3[®] Internet Services (which may also be called Dedicated Internet Access, Internet Services, High Speed IP, or IP Transit Services on ordering, invoicing or other documentation). The Service is also subject to the Master Service Agreement executed between Level 3 and Customer, and if none, Level 3's standard Master Service Agreement (the "Agreement"). Level 3 may subcontract the provision of the Service in whole or part, provided that Level 3 remains responsible for the Service to Customer as set forth herein. Capitalized terms used but not defined herein have the definitions given to them in the Agreement.

2. **Service Description.** Level 3[®] Internet Services are high speed symmetrical Internet services providing access to the Level 3 IP network and the global Internet ("Service"). The Service is generally available via Ethernet connections from 10/100 Mbps ports to 100Gbps ports, as well as T1/E1, DS3/E3, and SONET connections from OC3/STM1 to OC48/STM16. Additional features and functionality may include:

- a. **IP Addresses.** IP Address space with proper justification.
- b. **Primary DNS / Secondary DNS.** Primary or Secondary DNS as requested.
- c. **Static routing / BGP peering.** Static routing or BGP peering options available.
- d. **On-line bandwidth utilization reports.** On-line bandwidth utilization reports available through the customer portal.
- e. **Basic security service.** Subject to Customer having Level 3-approved routers, included as part of the Services is a one-time per 12-month period ability to request Level 3 to temporarily (i.e. for up to 24 hours): (i) apply a temporary access control list (ACL) with up to 10 rules on such routers; (ii) set up firewall filters specifying IPs, subnets, ports and protocols, and (iii) configure null routes. Requests that exceed this duration or frequency will be charged at \$1000 per hour with a minimum charge of \$4000. Customer is encouraged to order additional Services as outlined below.

The following services may be available at an additional charge to be set forth in an Order and pursuant to the separate Service Schedules for such services:

- a. **Level 3 MPLS (IPVPN and VPLS) VPN Service.** As part of a Converged Service, Customer may order Level 3 MPLS VPN Service, which provides private site-to-site communications over Level 3's MPLS network.
- b. **Level 3 Enterprise Voice SIP Based Services.** As part of a Converged Service or a Converged Voice-Internet Service, Customer may order SIP based enterprise voice for Public Switched Telephone Network connectivity, outbound (1+) access to U.S. (interstate and intrastate) and international locations, inbound (8XX) service, and international toll free calling.
- c. **Managed Router.** Managed Router Service provides for Internet access Customer Premises Equipment ("CPE") management by Level 3.
- d. **Site Readiness.** Level 3 will extend cabling from the minimum point of entry (MPOE) to CPE suite.
- e. **MSS-Cloud & MSS-Premise.** Managed Firewall, Intrusion Prevention, Managed Web Filtering, Antivirus, Antispam, and Log Management are available as a cloud-based service ("MSS-Cloud") or as a managed device on premises service ("MSS-Premises").
- f. **Distributed Denial of Service (DDoS) Mitigation Service.** Level 3's DDoS Mitigation Service provides layers of defense through network routing, rate limiting and filtering that can be paired with advanced network-based detection and mitigation scrubbing center solutions.
- g. **Network Protection Service.** Network Protection Service (NPS) is additional Internet security which may be provided in conjunction with Internet Services and provides Customer the ability to request basic Distributed Denial of Service (DDoS) mitigation.
- h. **Dynamic Capacity.** Dynamic Capacity provides the ability to augment bandwidth on a near real-time basis via self-service tools.

3. **Charges.** Customer shall be billed non-recurring charges ("NRC") and monthly recurring charges ("MRC") for Service as set forth in Order(s). NRC includes applicable installation charges for local-access circuit, port connection and bandwidth. MRC includes local-access charges, port connection charges, and bandwidth charges. Other charges, including but not limited to usage-based charges, may apply as stated in Order(s). The Services are available with fixed-rate or burstable billing types.

Fixed-rate. Service with fixed-rate billing provide a set amount of bandwidth at a fixed-rate MRC. No usage element applies. Customer will not be permitted to exceed the contracted bandwidth level, provided that if Customer also orders Dynamic Capacity (where available) bandwidth and the associated charges may be adjusted as set forth in the separate terms for Dynamic Capacity.

Burstable. For Service provided with burstable bandwidth, the MRC is based on Committed Information Rate ("CIR") (which is also called a Committed Data Rate ("CDR")). The CIR/CDR is the minimum Internet bandwidth that will be billed to Customer each month regardless of lower actual usage. Usage charges for any usage in excess of the CIR/CDR (burstable usage) will apply on a per Mbps basis at the rate stated in the Order. Burstable usage is billed on a 95th percentile basis. Usage levels are sampled every five minutes, for the previous 5-minute period, on both inbound and outbound traffic. At the end of the bill cycle, the highest 5% of the traffic samples for each inbound and outbound, will be discarded, and the higher of the resulting inbound and outbound

**CENTURYLINK MASTER SERVICE AGREEMENT
SERVICE SCHEDULE
LEVEL 3[®] INTERNET SERVICES SERVICE SCHEDULE**

values will be used to calculate any applicable usage. If available and identified in the applicable Order, a Peak Information Rate (PIR) or Peak Data Rate (PDR) may apply, which is the maximum available bandwidth.

Burstable Services may also be provided on an aggregated basis. For aggregate burstable Service the bandwidth MRC is based on the aggregate Committed Information Rate ("ACIR") (which is also called an aggregate Committed Data Rate ("ACDR")). The ACIR/ACDR is the minimum bandwidth that will be charged to Customer each month, regardless of lower actual usage. Usage charges for any usage in excess of the ACIR/ACDR (burstable usage) will apply on a per Mbps basis at the rate stated in the Order. Burstable usage is calculated on a 95th percentile basis across all included ports. If available and identified in the applicable Order, an aggregated Peak Information Rate (APIR) or aggregated Peak Data Rate (APDR) may apply, which is the maximum available bandwidth across all included ports.

4. Customer Responsibilities. Customer is solely responsible for all equipment and other facilities used in connection with the Service which are not provided by Level 3. All IP addresses, if any, assigned to Customer by Level 3 shall revert to Level 3 upon termination of Service, and Customer shall cease using such addresses as of the effective date of termination.

5. On-Net and Off-net Access. Access services provided entirely on the Level 3 owned and operated network ("Network") are "On-Net Access Services". Additionally, Level 3 may use third parties to reach Customer's site from the Level 3 Network ("Off-Net Access Services").

6. Converged Voice-Internet Service. Where Customer orders Internet Services bundled with Level 3 Enterprise Voice SIP Based Services such charges will show on the invoice as Converged Voice-Internet Service. For clarification, the Converged Voice-Internet Service is treated as a single Service and if Customer wishes to unbundle or terminate a part of the Converged Voice-Internet Service, early termination liability may apply and Customer will be required to execute new orders for the desired stand-alone Service.

7. Service Levels and Service Credits. The following service level agreements (SLAs) apply as set forth below. When Converged Voice-Internet Service is ordered the SLAs below apply in lieu of any SLAs identified in the applicable Level 3 Enterprise Voice SIP Based Service Schedule as referenced above in Section 2.

- a. Availability Service Level. Level 3's availability SLA in the United States and Canada is 99.99%. Outside the United States and Canada, the availability SLA is 99.98% for On-Net Access Services and 99.9% for Off-Net Access Service.
- b. Network Packet Delivery Service Level. The packet delivery SLA on the Level 3 Network is 99.95%.
- c. Network Latency Service Levels. The latency SLAs on the Level 3 Network are set forth below and are average round-trip.

1. Table A: Network Latency
2.

Route	Network Latency Metrics Round-Trip
Intra-North America	< 50 ms*
Intra-Europe	< 35 ms
Intra-Asia	< 110 ms
Intra-Latin America	< 120 ms
North America to Europe	< 80 ms**
North America to Asia	< 185 ms**
North America to Latin America	< 140ms**
Europe to Asia	< 345 ms**
Europe to Latin America	< 210 ms**
Asia to Latin America	< 315 ms**

- 3.
- 4.
- 5. * Additionally, add 90ms from/to the Mexico IP Hub and add 30ms from/to Hawaii to the west coast of the continental United States.
- 6. ** Additionally, add the applicable "intra-region" latency parameter for the region in which the applicable Customer Site is located

**CENTURYLINK MASTER SERVICE AGREEMENT
SERVICE SCHEDULE
LEVEL 3[®] INTERNET SERVICES SERVICE SCHEDULE**

- d. **Credits for SLAs above:** All SLA credits will be calculated after deducting any discounts and other special pricing arrangements. Credit percentages are applied to the MRC of the CIR/CDR rate, port charge, and local access circuits for applicable sites only. In no event will SLA credits in any calendar month exceed 100% of the total MRCs for Services hereunder for the affected site(s).
- i. **Availability Service Credit:** Service is "Unavailable" (except in the case of an Excused Outage) if the Customer port at a Customer site is unable to pass traffic. Service Unavailability is calculated from the timestamp Level 3 opens a trouble ticket following the report of a problem by the Customer until the time the ticket is closed. If credits are due under this SLA, no other SLAs apply to the same event. If Service is Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC for the affected Service based on the cumulative Unavailability of the Service in a given calendar month as set forth in the tables below.

Table B: Availability Service Credit - United States and Canada

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:05:00	No Credit
00:05:01 – 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Table C: Availability Service Credit - On-Net Access Services outside the U.S. and Canada

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:10:00	No Credit
00:10:01 – 00:43:00	5%
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

Table D: Availability Service Credit- Off-Net Access Services outside the U.S. and Canada

Cumulative Unavailability (hrs:mins:secs)	Service Level Credit
00:00:01 – 00:43:00	No Credit
00:43:01 – 04:00:00	10%
04:00:01 – 8:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

**CENTURYLINK MASTER SERVICE AGREEMENT
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- ii. **Network Packet Delivery Service Credits.** Packet Delivery SLAs are based on monthly average performance between Level 3 designated points of presence ("POPs"). Customer will be entitled to a service credit off of the MRC for the affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the packet delivery SLA for the affected Service where such failure is related to Unavailability under the Availability SLA.

Table E: Packet Delivery Service Credit

Packet Delivery Metrics	Percentage Credit
99.95% or greater	No Credit
99.94% - 99.0%	10%
98.99% - 96.0%	30%
95.99% or less	50%

- iii. **Network Latency Service Credits.** Network latency SLAs are based on monthly average performance between Level 3 designated points of presence ("POPs"). Customer will be entitled to a service credit off of the MRC for the affected Service as set forth below for the Service parameter(s) not met for reasons other than an Excused Outage. Customer will not be entitled to credits under the network latency SLA for the affected Service where such failure is related to Unavailability under the Availability SLA.

Table F: Network Latency Service Credit

Delay Exceeding Network Latency Metrics	Percentage Credit
1- 10 ms	10%
11- 25 ms	30%
26 ms or greater	50%

- e. **Chronic Outage.** As its sole remedy, Customer may elect to terminate an affected Service, or if applicable an affected Converged Voice-Internet Service, hereunder prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, such Service becomes Unavailable (as defined in Section 7(d)(i) above) three times during a 90-day period, Customer may only terminate such Service that is Unavailable as described above, and must exercise its right to terminate the affected Service under this Section, in writing, within 30 days after the event giving rise to the termination right. For clarification, termination of a Converged Voice-Internet Service will result in termination of all applicable Services bundled together as the Converged Voice-Internet Service under the Order.
- f. **Installation Service Level.** Level 3 will exercise commercially reasonable efforts to install any Service on or before the Customer Commit Date for the particular Service. This installation SLA shall not apply to Orders that contain incorrect information supplied by Customer or Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this installation SLA for reasons other than an Excused Outage, Customer will be entitled to a service credit for each day of delay equal to the charges for 1 day of the pro rata share of the MRC associated with the affected Service up to a monthly maximum credit of 10 days. For Services billed on an Aggregate CIR/CDR basis, the charges for 1 day of the pro rata share of the MRC will be calculated based on the average MRC per port for the aggregate.

8. **Resale Restriction.** Notwithstanding anything to the contrary in the Agreement, Customer is prohibited from reselling any Internet Service or any ports provided hereunder as a stand-alone service to a third party without the express written consent of Level 3, provided, however that Customer may bundle any Internet Service or any ports provided pursuant to this Service Schedule with any other Level 3 services (to the extent resale of those service is allowed) or the services of Customer and resell such bundled service to Customer's subscribers and its customers. The Parties agree that the preceding is not applicable to Converged Voice-Internet Service,

**CENTURYLINK MASTER SERVICE AGREEMENT
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LEVEL 3[®] INTERNET SERVICES SERVICE SCHEDULE**

and Customer is prohibited from reselling any Converged Voice-Internet Service unless the parties enter into an amendment signed by authorized representatives of both parties.

9. Latin American Services. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

10. Level 3 Arranged Third Party Procured Internet Services. For certain Service locations (including but not limited to where Level 3 may lack relevant licenses to provide such service), Level 3 may agree to arrange Internet services using third party providers ("Third Party Internet Service"). Service options vary on a country by country basis and may include access to the Internet via overbooked and/or non-overbooked connections, DSL technology, private leased circuits (fixed or wireless) and/or Satellite. Specific service details (access type, e.g. downstream/upstream speed, customer premises equipment requirements and number of IP addresses) also differ on a country by country basis. Customer understands and acknowledges that Third Party Internet Service will, if requested by Customer, be provided by third party subcontractor(s) to Level 3 and accordingly, is provided on a best effort and as-is basis. Notwithstanding the foregoing, Customer may report faults and/or outages in Third Party Internet Access to Level 3 on a 24x7 basis and in such circumstances Level 3 will contact the applicable third party service provider with a view to restoring service as quickly as possible. Customer will reasonably cooperate with the requests of such providers of Third Party Internet Service to enable installation, maintenance, repair and disconnection of Services.

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

Resolution

Number 19-1465

Adopted Date November 05, 2019

**AUTHORIZE TRANSFER OF SURPLUS RADIO EQUIPMENT FROM WARREN COUNTY
TELECOMMUNICATIONS TO CLEARCREEK TOWNSHIP ROAD DEPARTMENT**

BE IT RESOLVED, to authorize the transfer of the surplus radio equipment listed below from Warren County Telecommunications to the Clearcreek Township Road Department:

Model: XLT1500:

- Serial Number 775THL1206
- Serial Number 775THL1210

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Clearcreek Township (file)
Transfer file
B. Quillen – Auditor's Office

Resolution

Number 19-1466

Adopted Date November 05, 2019

AUTHORIZE THE TRANSFER OF SURPLUS RADIO EQUIPMENT FROM WARREN COUNTY TELECOMMUNICATIONS TO TURTLECREEK TOWNSHIP ROAD DEPARTMENT

BE IT RESOLVED, to authorize the transfer of surplus radio equipment listed below from Warren County Telecommunications to the Turtlecreek Township Road Department:

Model: XLT1500:

- Serial Number 775THL1220

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
Turtlecreek Township (file)
Transfer file
B. Quillen – Auditor's Office

Resolution

Number 19-1467

Adopted Date November 05, 2019

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN
THE WARREN COUNTY DEPARTMENT OF CHILDREN SERVICES AND WARREN
COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Children Services and Warren County Board of Developmental Disabilities; copy of agreement is attached hereto and made a part hereof.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a—Warren Co. Board of Developmental Disabilities
Children Services (file)
Developmental Disabilities (file)

Warren County Children Services
Warren County Board of Developmental Disabilities
Memorandum of Understanding: Guidelines for Working Relationships

PURPOSE: The purpose of this memorandum is to clarify the role of the Warren County Board of Developmental Disabilities (hereinafter "WCBDD") involving allegations and investigations of abuse and neglect as defined in sections 2151.03 and 2151.031 of the Ohio Revised Code involving individuals with disabilities served by WCBDD and to outline how WCBDD and Warren County Children Services (hereinafter "WCCS") caseworkers will coordinate efforts in the interest of the children they serve. This will eliminate unnecessary interviews of persons who are subjects of reports of abuse/neglect.

WCBDD PROGRAM INFORMATION

The WCBDD employs three investigative agents to complete administrative investigations of major unusual incidents. Investigative Agents are certified by the Ohio Department of Developmental Disabilities in accordance with rule 5123:2-5-07 of the Ohio Administrative Code.

Major Unusual Incidents include:

- Accidental or suspicious death
- Exploitation
- Failure to report
- Misappropriation
- Neglect
- Physical abuse
- Prohibited sexual relations
- Rights code violations
- Sexual abuse
- Verbal abuse
- Attempted suicide
- Death other than accidental or suspicious death
- Medical emergency
- Missing individual
- Peer-to-peer act
- Significant injury
- Law enforcement
- Unanticipated hospitalization
- Unapproved behavioral

All major unusual incidents require an administrative investigation meeting the applicable administrative investigation procedure in rule 5123-17-02 of the Ohio Administrative Code.

REPORTING REQUIREMENTS FOR ABUSE AND NEGLECT MAJOR UNUSUAL INCIDENTS INVOLVING CHILDREN

All allegations of abuse or neglect as defined in sections 2151.03 and 2151.031 of the Ohio Revised Code of an individual under the age of twenty-one years shall be immediately reported WCCS. The notification may be made by the provider or WCBDD. The WCBDD shall ensure that the notification has been made.

Ohio Mandates reporting law is found in Ohio Revised Code, Section 2151.421. As a mandated reporter, anyone who knows, or has reasonable cause to suspect based on facts that would cause a reasonable person in similar circumstances to suspect, that a child under eighteen years of age, or a person under twenty-one years of age with a developmental disability or physical impairment, has suffered or faces a threat of suffering any physical or mental wound, injury, disability, or other condition of a nature that reasonably indicates abuse or neglect of the child may report or cause reports to be made of that knowledge or reasonable cause to suspect to the entity or persons specified in this division. Except as provided in section 5120.173 of the Revised Code, a person making a report or causing a report to be made under this division shall make it or cause it to be made to the public children services agency or to a peace officer. In the circumstances described in section 5120.173 of the Revised Code, a person making a report or causing a report to be made under this division shall make it or cause it to be made to the entity specified in that section.

When making a report to Warren county Children Services, call 513-695-1546. The follow information will be needed by the agency:

- Names of all persons living in the home.
- Family's address and phone number.
- Who is the alleged child victim?
- Birth dates, if known.
- Summary of the suspected abuse or neglect.

WCBDD INVESTIGATIONS

Except when law enforcement or the WCCS is conducting the investigation, the investigative agent shall conduct all interviews for major unusual incidents unless the investigative agent determines the need for assistance with interviewing an individual. For a major unusual incident occurring at an intermediate care facility for individuals with intellectual disabilities, the investigative agent may utilize interviews conducted by the intermediate care facility for individuals with intellectual disabilities or conduct his or her own interviews. If the investigative agent determines the information is reliable, the investigative agent may utilize other information received from law enforcement, WCCS, or providers in order to meet the requirements of rule 5123-17-02 of the Ohio Administrative Code.

Except when law enforcement or WCCS has been notified and is considering conducting an investigation, the WCBDD shall commence an administrative investigation. If law enforcement or WCCS notifies the WCBDD that it has declined to investigate, the WCBDD shall commence the administrative investigation.

The investigative agent shall complete a report of the administrative investigation and submit it for closure to the Ohio Department of Developmental Disabilities within thirty working days unless an extension is granted for good cause.

The report shall follow the format prescribed by the Ohio Department of Developmental Disabilities. The investigative agent shall include the initial allegation, a list of persons interviewed, and documents reviewed, a summary of each interview and document reviewed, and a findings and conclusions section which shall include the cause and contributing factors to the incident and the facts that support the findings and conclusions.

RELATIONSHIP BETWEEN WCBDD AND WCCS

Reported allegations made involving individuals served by the WCBDD should be shared between WCBDD and WCCS as well as any assessment and investigation information. The WCCS caseworker and WCBDD Investigative Agent will discuss available reports and how to obtain these; individuals involved and plans for interviews; and any involvement with the CAC of Warren County or law enforcement.

- If WCCS receives a referral regarding a client of WCBDD, the screener will send the referral to WCBDD. (There are cases that WCBDD will investigate that are not screened in by WCCS)
- If WCCS investigate an allegation with a client of WCBDD, WCBDD does not investigate the allegation but can assist in the investigation.
- The summary of the completed WCCS investigation will be provided to WCBDD.

IN WITNESS WHEREOF, Warren County Board of County Commissioners on behalf of Warren County Children Services, and Warren County Board of Developmental Disabilities have executed this Agreement effective the date of the last obtained signature as follows:

Susan M. Walther 10/11/19

Susan Walther, Director/Date
Warren County Children Services

Megan K. Manuel 10/23/19

Megan Manuel, Superintendent/Date
Warren County Board of Developmental Disabilities


Warren County Board of County Commissioners:


Commissioner Young

Commissioner Grossmann


Commissioner Jones

Approved As To Form:


Kathryn M. Horvath, Assistant Prosecuting Attorney/Date

Resolution

Number 19-1468

Adopted Date November 05, 2019

APPROVE AND ENTER INTO A COOPERATIVE AGREEMENT WITH COALITION OF CARE LLC ON BEHALF OF WARREN COUNTY EDUCATIONAL SERVICE CENTER AS ADMINISTRATIVE AGENT FOR THE WARREN COUNTY FAMILY AND CHILDREN FIRST COUNCIL

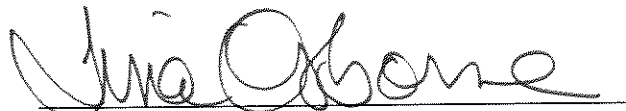
BE IT RESOLVED, to approve and enter into a cooperative agreement with Coalition of Care LLC on behalf of Warren County Educational Service Center as administrative agent for the Warren County Family and Children First Council; copy of agreement is attached hereto and made a part hereof.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a—Coalition of Care LLC
c/a—Warren County Family & Children First Council
c/a—Warren County Educational Service Center (file)
Children Services (file)

**Cooperative Agreement
Between Warren County and Coalition of Care LLC**

WHEREAS, Safe Families for Children is an initiative of Coalition of Care Greater Cincinnati, a nonprofit corporation organized under the laws of the State of Ohio for the specific purpose to support the well-being of children and families in Greater Cincinnati primarily by working with community churches, Christians, government agencies and nonprofit organizations to promote adoption, foster parenting, and host parents to welcome and support children who need a family and to conduct activities consistent with such purposes; and

WHEREAS, pursuant to R.C. 121.37(B)(2), the Warren County Family and Children First Council was established with a purpose to streamline and coordinate existing government services for families seeking services for their children; and

WHEREAS, the parties seek to cooperate to coordinate services for families and children in Warren County, Ohio;

NOW THEREFORE, the following sets forth the terms and conditions of the Cooperative Agreement between and among the parties.

I. Parties

This agreement is entered into between the Warren County Board of County Commissioners, on behalf of, and the Warren County Educational Service Center, as administrative agent for the Warren County Family And Children First Council (hereinafter "FCFC"); and the Coalition of Care Greater Cincinnati (hereinafter "CCGC").

II. Authorization

This Cooperative Agreement is authorized pursuant to the provisions of Ohio Revised Code Section 121.37(B)(5)(a)(i).

III. FCFC Duties

The FCFC shall pay the sum of \$25,000.00 to CCGC towards securing a staff member to oversee CCGC's Safe Families for Children initiative in Warren County. This payment shall be contingent upon the FCFC receiving the necessary funding from the Warren County Board of County Commissioners. All such funds shall be expended by June 30, 2020.

IV. CCGC Duties

A) CCGC agrees to use the funds granted by this agreement for the purpose of securing staff that will recruit host families, oversee the referral process and acceptance of children, and oversee the training and mentoring of family coaches.

B) CCGC agrees to return to FCFC any amount granted herein not used on the project as described by July 15, 2020.

C) CCGC agrees to provide to FCFC an accounting of all funds granted under this agreement and project updates on a semi-annual basis to include tracking and demographic information of children served. The accounting and updates will be submitted by January 15, 2020 and July 15, 2020 respectively.

D) CCGC agrees all host families will complete all background requirements prior to any child residents of Warren County being accepted into their home, including: a home evaluation process, complete criminal background checks for all adult household members, and a search of the child abuse and neglect central registry for all adult household members. The central registry search needs to be requested by each individual adult household member by submitting the request in accordance with directions available at <http://jfs.ohio.gov/ocf/childprotectiveservices.stm>. A copy of this search will be provided to CCGC.

E) CCGC agrees to limit the expenditures of the funds to children and families who are residents of Warren County.

F) CCGC agrees to provide the Warren County Educational Service Center, administrative agent for FCFC, with details pertaining to what work will be performed during pursuant to this agreement.

G) CCGC agrees to provide information regarding recruitment events being attended by CCGC to Warren County Children Services at least 7 days prior to the event, or at the time of scheduling, in order to coordinate recruitment efforts specific to the needs of children and families in Warren County.

H) CCGC certifies that it will comply with all requirements of R.C. 2151.90, *et seq.* effective October 17, 2019; R.C. 5103.181, effective October 17, 2019.

I) CCGC agrees that it will comply with R.C. 2151.421, relating to reports of child abuse and neglect. Further, CCGC certifies that all employees, service coordinators, host families, or persons coming in contact with Warren County children as arranged by CCGC will be subject to the mandatory child and abuse and neglect requirements of R.C. 2151.421(A)(1)(a), *et seq.* CCGC further agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with Warren County children, as arranged by CCGC, are suitable for interaction pursuant to all applicable federal, state, and local laws and regulations.

V. Hold Harmless, Defense and Indemnification

To the fullest extent permitted by, and in compliance with applicable law, CCGC does hereby agree to protect, defend, indemnify, and hold harmless the FCFC, the Warren County Educational Services Center, and the Warren County Board of County Commissioners, their respective members, officers, employees, agents, contractors, and volunteers (the “Indemnified Parties”) from and against all damages, liability, losses, claims, suits, actions, demands, injuries, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation, costs, fees, attorney fees, expenses, profits, liens, commissions, actions, cause of action, suits, at law or in equity, orders and decrees as may be occasioned in executing this Cooperative Agreement.

VI. Insurance

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

The cost of all insurance shall be borne by CCGC. Insurance shall be purchased from a company licensed to provide insurance in Ohio. CCGC shall, at its own expense, carry sufficient insurance of all kinds, including, but not limited to public liability for property damage, personal injury or death, to fully protect and forever save the Indemnified Parties to this Agreement from any loss or liability of any kind, nature and description whatsoever relating to the services CCGC provides under the terms of this agreement.

CCGC shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of one million (\$1,000,000) per occurrence, two million (\$2,000,000) in the aggregate, with no interruption of coverage during the entire term of this Agreement. CCGC further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a “claims made” basis, the policy provides that in the event this Agreement is terminated, CCGC shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County, to include the Warren County Board of County Commissioners, Warren County Educational Service Center, and FCFC, shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. Said liability insurance shall be primary and any policy of liability insurance maintained by the Indemnified Parties to this Agreement shall be secondary.

A copy of said policy shall be submitted to all parties for their approval regarding adequacy of coverage and said coverage shall not be altered, amended or reduced with the express written consent of the parties.

VI. Fiduciary Duties and Obligations

A) CCGC does hereby agree to use the funds as provided herein and shall comply with all statutes and common law of the State of Ohio, including but not limited to fiduciary duties, obligations and liabilities.

B) Upon receipt of detailed invoices, pursuant to Item V (C) above, from the SFFC, the WCESC will disburse funds accordingly for all completed work.

VII. Term; Termination

A) The term of this Cooperative Agreement shall be from the date hereof until June 30, 2020 unless terminated sooner as set forth herein.

B) Either party may terminate this Cooperative Agreement, either with or without cause, upon fourteen (14) days' notice to the other party.

1. In the event of termination hereunder, neither party shall incur additional obligations in execution of the Agreement on or after the date of notice of termination of this Cooperative Agreement.

2. Any payments or fund transfers between the parties which are provided for this in the Cooperative Agreement shall be prorated to the date of termination or used to pay obligations incurred prior to notice of termination.

3. Termination of the Cooperative Agreement by either party shall not relieve CCGC of its obligations to defend, indemnify and hold harmless as set forth herein.

VIII. Notices

A) All notices required or permitted by this Cooperative Agreement shall be given in writing and by certified mail addressed as set forth below unless a party gives the other party notice to address notices differently.

B) All notices shall be deemed complete upon the date of delivery as evidenced by the certified mail return receipt, unless delivery was refused or unclaimed or the party to whom notice is directed intentionally avoids delivery or delays receipt of such notice, in which case notice will be deemed complete as of the date of mailing.

C) Notices shall be addressed as follows:

To: FCFC
Warren County Educational Services Center
Attn: Alleyn Unversaw, Treasurer
1879 Deerfield Road
Lebanon, OH 45036

To: CCGC

Dr. David Anderson, Executive Director
Lydia Home Association, dba Safe Families for Children
4300 Irving Park Road
Chicago, IL 60641

IX. Complete Agreement; Modifications; Binding Effect; Choice of Law.

A) This writing constitutes the complete Cooperative Agreement between the parties and all statements, negotiations, or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.

B) This Cooperative Agreement shall not be modified except in writing and signed by the parties hereto.

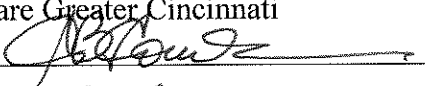
C) This Cooperative Agreement shall be binding upon the successors or the parties hereto.

D) This agreement shall be governed by the laws of the State of Ohio. The parties hereto stipulate that the exclusive venue, for any litigation including but not limited to breach of contract, declarations or interpretations shall be the Warren County, Ohio Court of Common Pleas.

X. SIGNATURES

CCGC Execution

IN EXECUTION WHEREOF, Coalition of Care Greater Cincinnati has caused this Agreement to be executed by CHRIS COMBS, whose title is EXECUTIVE DIRECTOR, on the date stated below, pursuant to a corporate resolution authorizing such act, a copy of which is attached hereto.

Coalition of Care Greater Cincinnati
Signature: 
Print Name: CHRIS COMBS
Title: EXECUTIVE DIRECTOR
Date: 10/17/19

FCFC Execution

IN EXECUTION WHEREOF, the Warren County Family and Children First Council has caused this Agreement to be executed by _____, its _____, on the date stated below, pursuant to Resolution Number _____, dated _____.

Warren County Family and Children First Council

Signature: [Handwritten Signature]

Print Name: Kevin Slapp

Title: Clinical Coordinator

Date: 10-17-19

Warren County Educational Services Center

IN EXECUTION WHEREOF, the Warren County Educational Services Center has caused this Agreement to be executed by _____, its _____, on the date stated below.

Warren County Educational Services Center

Signature [Handwritten Signature]

Printed Name: Alleyn Umersaw

Title: CFO

Date: 10/11/19

Warren County Board of County Commissioners

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution Number 19-1468.

Warren County Board of County Commissioners

Signature: [Handwritten Signature]

Print Name: Shannon Jones

Title: President

Date: 11/5/19

APPROVED AS TO FORM

[Handwritten Signature]
Kathryn M. Horvath

Asst. Prosecuting Attorney

Resolution

Number 19-1469

Adopted Date November 05, 2019

ENTER INTO AN EXCLUSIVE AND PERMANENT HIGHWAY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH LINDA ANN TAYLOR FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

WHEREAS, in order to improve Lytle-Five Points Road and Bunnell Hill Road intersection, it is necessary to construct roadway improvements and in order to do this work it is necessary to enter onto property, which is owned by Linda Ann Taylor, an unmarried woman; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent easement and a temporary construction easement from the property owner; and

WHEREAS, the land for the permanent easement and a temporary construction easement is as follows:

Permanent Construction Easement – Exhibit A & C- 0.155 acres
Temporary Construction Easement – Exhibit B & C 0.049 acres

WHEREAS, the negotiated price for the permanent easement and a temporary construction easement is \$28,387.00; and

NOW THEREFORE BE IT RESOLVED, to enter into permanent easement and a temporary construction agreement, copies of which are attached hereto and made a part hereof, with Linda Ann Taylor, an unmarried woman for the Lytle-Five Points Road and Bunnell Hill Road intersection roundabout project for the sum of \$28,387.00.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Taylor, Linda Ann
Engineer (file)
Easement file
Recorder (certified)

**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
P.I.N. #05-32-101-001-0 (Pt.)**

ARTICLES OF AGREEMENT

This Easement Agreement (the "Agreement") is entered into the date stated below by Linda Ann Taylor, unmarried, whose tax mailing address is 15 E. Lytle-Five Points Road, Centerville, OH 45458 (the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive and permanent highway easement and temporary access rights for Lytle-Five Points Road and Bunnell-Hill Road Intersection - Roundabout Improvement, being a part of a public roadway open to the public without charge, the necessity of which has been determined by Grantee's Resolution No. 19-0039, dated January 15, 2019.

That the Grantor, for and in consideration of the sum of Twenty-Eight Thousand Three Hundred Eighty Seven and no/100 Dollar(s) (\$28,387.00) paid to her by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell, and release to the Grantee, its successors and assigns, an exclusive and permanent highway easement over a part of a parcel situated in Section 32, Town 3, Range 5 between the Miamis, Clearcreek Township, Warren County, State of Ohio consisting of 0.735 acres and being the same premises described in the instruments recorded in the Warren County Recorder's Office as Doc. #2019-003275 and O.R. Vol. 273, Page 518, said permanent highway easement for the purpose of improving and maintaining a public road and a temporary construction easement for constructing the necessary project improvements effects only that part of the real estate upon, over and under the lands hereinafter described as follows:

EXCLUSIVE & PERMANENT HIGHWAY EASEMENT LEGAL DESCRIPTION

**See Exhibit "A" for details.
See Exhibit "C" for drawing.**

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

**See Exhibit "B" for details.
See Exhibit "C" for drawing.**

The Exclusive and Permanent Highway Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land. The Temporary Construction Easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the earlier of the completion of the Lytle-Five Points Road and Bunnell-Hill Road Intersection – Roundabout Improvement, or August 21, 2021.

Grantor shall have the right to repurchase the interest in the property being granted herein for its fair market value at the time of repurchase in accordance with Ohio Rev. Code § 163.211, but only in the event Grantee decides not to use the property for the purpose stated herein. However, such right of repurchase shall be extinguished if any one of the following occurs, to-wit: (i) the Grantor declines to repurchase the property; (ii) the Grantor fails to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges receipt of an appraisal in compliance with Ohio Rev. Code § 163.04 (C).

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes arising out of or relating in any way to this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of or related in any way to this Agreement in any other state or federal court.

GRANTOR

IN EXECUTION WHEREOF, Linda Ann Taylor, unmarried, the Grantor herein, has set her hand hereto on the date stated below.

SIGNATURE: Linda Ann Taylor
PRINTED NAME: Linda Ann Taylor
DATE: 9/22/2019

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 22ND day of September, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Linda Ann Taylor, being the **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed.



GAIL M. BAUMANN
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
May 18, 2021

Notary Public: Gail M. Baumann
My commission expires: May 18, 2021

[the remainder of the page is blank]

GRANTEE

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, has caused this instrument to be executed by Shannon Jones, it's President on the date stated below, pursuant to Resolution No. 19-14009, dated 11/5/19.

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNATURE: [Signature]
PRINTED NAME: Shannon Jones
TITLE: President
DATE: 11/5/19

STATE OF OHIO, COUNTY OF WARREN, ss:

BE IT REMEMBERED, on this 5th day of November, 2019 before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Shannon Jones, the President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorizing such act.

Notary Public: [Signature]
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce McGary, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1384
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

EXHIBIT A

Ver. Date 03/18/2019

PART OF PIN 05-32-101-001

**WAR-CR46/TR128-ROUNDBOUT
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposed, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Engineer's Office of Warren County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing right of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 32, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.735 acre parcel as conveyed to **Linda Ann Taylor** by Document Number 2019-003279 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point at the Northwest corner of section 32 and the intersection of the centerline of Bunnell Hill Road with Lytle-Five Points Road;

thence South 84 degrees 30 minutes 41 seconds East, for a distance of **160.00 feet**, along the northerly line of Section 32, the centerline of Lytle-Five Points Road, and the northerly line of said Taylor parcel, to a point at the northeast corner of said Taylor parcel and the northwest corner of a record 0.459 acre parcel as conveyed to **Ashley N. Milton** by Document Number 2017-020426 of the Warren County Recorder's Records;

thence South 04 degrees 56 minutes 41 seconds West, for a distance of **30.00 feet**, along the easterly line of said Taylor parcel and the westerly line of said Milton parcel, to a point on the existing southerly right-of-way line of Lytle-Five Points Road, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **11.11 feet**, along the easterly line of said Taylor parcel and the westerly line of said Milton parcel, to a point;

EXHIBIT A

2. **thence South 84 degrees 14 minutes 45 seconds West**, for a distance of **91.63 feet**, to a point;
3. **thence South 44 degrees 39 minutes 33 seconds West**, for a distance of **35.78 feet**, to a point;
4. **thence South 13 degrees 25 minutes 00 seconds West**, for a distance of **29.79 feet**, to a point;
5. **thence South 08 degrees 28 minutes 43 seconds West**, for a distance of **83.90 feet**, to a point along the southerly line of said Taylor parcel and the northerly line of a record 0.909 acre parcel as conveyed to **Norma Jean Stanley** by Official Record Volume 4 and Page 374 of the Warren County Recorder's Record;
6. **thence North 84 degrees 30 minutes 41 seconds West**, for a distance of **17.53 feet**, along the southerly line of said Taylor parcel and the northerly line of said Stanley parcel, passing an iron pin found at 13.54 feet, to a point on the existing easterly right-of-way line of Bunnell Hill Road, being 20.00 feet east of the westerly line of said Taylor parcel and Section 32;
7. **thence North 04 degrees 56 minutes 41 seconds East**, for a distance of **170.00 feet**, along the existing easterly right-of-way line of Bunnell Hill Road, to a point at the intersection of the existing easterly right-of-way line of Bunnell Hill Road and the existing southerly right-of-way line of Lytle-Five Points Road;
8. **thence South 84 degrees 30 minutes 41 seconds East**, for a distance of **140.00 feet**, along the existing southerly right-of-way line of Lytle-Five Points Road, to the **Principle Point of Beginning** and containing 0.155 acres, more or less, out of Auditor Parcel Number 05-32-101-001.

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: _____

Brian J. Oyer P.S. 8732

EXHIBIT B

Ver. Date 03/21/2019

PART OF PIN 05-32-101-001

**WAR-CR46/TR128-ROUNDAABOUT
TEMPORARY EASEMENT FOR THE PURPOSE OF
PERFORMING THE WORK NECESSARY TO
CONSTRUCT A ROUNDAABOUT
BY THE ENGINEER'S OFFICE OF WARREN COUNTY, OHIO**

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Warren, and Township of Clearcreek and being a part of Section 32, Town 3, Range 5 of Between the Miami's original land subdivision;

Being part of a record 0.735 acre parcel as conveyed to **Linda Ann Taylor** by Document Number 2019-003279 of the Warren County Recorder's Records, being bounded and described as follows:

Beginning at a point in the Northwest corner of section 32 and the intersection of the centerline of Bunnell Hill Road with Lytle-Five Points Road

thence South 84 degrees 30 minutes 41 seconds East, for a distance of **160.00 feet**, along the northerly line of Section 32, the centerline of Lytle-Five Points Road, and the northerly line of said Taylor parcel, to a point at the northeast corner of said Taylor parcel and the northwest corner of a record 0.459 acre parcel as conveyed to **Ashley N. Milton** by Document Number 2017-020426 of the Warren County Recorder's Records;

thence South 04 degrees 56 minutes 41 seconds West, for a distance of **41.11 feet**, along the easterly line of said Taylor parcel and the westerly line of said Milton parcel, to a point, said point being the **Principle Point of Beginning** for the parcel described herein;

1. **thence South 04 degrees 56 minutes 41 seconds West**, for a distance of **10.72 feet**, along the easterly line of said Taylor parcel and the westerly line of said Milton parcel, to a point;
2. **thence North 86 degrees 19 minutes 30 seconds West**, for a distance of **41.49 feet**, to a point;
3. **thence South 77 degrees 31 minutes 44 seconds West**, for a distance of **50.30 feet**, to a point;
4. **thence South 36 degrees 06 minutes 06 seconds West**, for a distance of **13.77 feet**, to a point;

EXHIBIT B

5. **thence South 14 degrees 40 minutes 09 seconds West**, for a distance of **121.04 feet**, to a point on the southerly line of said Taylor parcel and the northerly line of a record 0.909 acre parcel as conveyed to **Norma Jean Stanley** by Official Record Volume 4 and Page 374 of the Warren County Recorder's Record;
6. **thence North 84 degrees 30 minutes 41 seconds West**, for a distance of **5.42 feet**, along the southerly line of said Taylor parcel and the northerly line of said Stanley parcel, to a point;
7. **thence North 08 degrees 28 minutes 43 seconds East**, for a distance of **83.90 feet**, to a point;
8. **thence North 13 degrees 25 minutes 00 seconds East**, for a distance of **29.79 feet**, to a point;
9. **thence North 44 degrees 39 minutes 33 seconds East**, for a distance of **35.78 feet**, to a point;
10. **thence North 84 degrees 14 minutes 45 seconds East**, for a distance of **91.63 feet**, to the **Principle Point of Beginning** and containing 0.049 acres, more or less, out of Auditor Parcel Number 05-32-101-001.

The Basis of Bearing referred to herein is relative to Grid North of the Ohio State Plane Coordinate System, South Zone, NAD83 (2011) Datum.

This description was prepared and reviewed under the direct supervision of Brian J. Oyer P.S. 8732, from a survey by Strand Associates, Inc in early 2015 and August 2018.

Date: _____

Brian J. Oyer P.S. 8732

Resolution

Number 19-1470

Adopted Date November 05, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH LINDA ANN TAYLOR FOR THE LYTLE FIVE POINTS ROAD AND BUNNELL HILL ROAD INTERSECTION ROUNDABOUT PROJECT

WHEREAS, in order to improve Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, it is necessary to enter onto the property, parcel #05-32-101-001 located at 15 East Lytle Five Points Rd. Centerville, OH. 45458 which is owned by Linda Ann Taylor, an unmarried woman; and

WHEREAS, in order to complete this work, Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Abandon the existing septic tank per Warren County Combined Health District specifications.
2. Connect house sewer to the Springboro sanitary sewer in compliance with Springboro's sewer use ordinance.
3. Place compacted backfill in all trenches and excavations to restore the existing grade.
4. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Linda Ann Taylor, an unmarried woman, for the Lytle Five Points Road and Bunnell Hill Road Intersection Roundabout Project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Taylor, Linda Ann
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Linda Ann Taylor, an unmarried woman, whose tax mailing address is 15 E. Lytle Five Points Road, Centerville, Ohio 45458 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve public safety at the intersection of Lytle Five Points Road and Bunnell Hill Road, a roundabout intersection project is to be constructed. In order to construct the project it is necessary to enter onto property owned by the Grantor. The subject real estate is located on 15 E. Lytle Five Points Roads, identified as Parcel #05-32-101-001. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Abandon the existing septic tank per WCCHD specifications.
2. Connect house sewer to the Springboro sanitary sewer in compliance with Springboro's sewer use ordinance.
3. Place compacted backfill in all trenches and excavations to restore the existing grade.
4. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Lytle Five Points Road Bunnell Hill Road Roundabout Project or until December 31, 2020, whichever comes first.

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IN EXECUTION WHEREOF, Linda A. Taylor, an unmarried woman has hereunto set her hand on the date stated below.

Grantors:

Linda A. Taylor

Name: Linda A. Taylor

Title: -

Date: 9/22/2019

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 22nd day of September, 2019, before me, the subscriber, a Notary Public in and for said state, personally came Linda A. Taylor, an unmarried woman, being the Grantor in the foregoing agreement, did acknowledge the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



GAIL M. BAUMANN
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
May 18, 2021

Notary Public: Gail M. Baumann
My commission expires: May 18, 2021

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 19-1469, dated 11/5/19

Grantee:
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 11/5/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 5th day of November, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorizing her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Notary Public: Kiana Hawk
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam Nice

Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1782
Fx. (513) 695-2962
Email: Adam.Nice@co.warren.oh.us

Resolution

Number 19-1471

Adopted Date November 05, 2019

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH DAVID C. RAYMOND, TRUSTEE AND KAREN L. RAYMOND, TRUSTEE OF THE RAYMOND FAMILY TRUST (AKA DAVID C. RAYMOND, TRUSTEE AND KAREN L. RAYMOND, TRUSTEE, CO-TRUSTEES OF THE RAYMOND FAMILY TRUST) FOR THE SHAKER ROAD EMBANKMENT AND DITCHING PROJECT

WHEREAS, in order to improve Shaker Road an embankment and ditching project is to be constructed and in order to construct the embankment and ditching project, it is necessary to enter onto the property, parcel #08-21-302-024 located at 3728 Red Fox Run, Franklin, OH 45005 which is owned by David C. Raymond, Trustee and Karen L. Raymond, Trustee of the Raymond Family Trust (aka David C. Raymond, Trustee and Karen L. Raymond, Trustee, Co-Trustees of the Raymond Family Trust); and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Add embankment to extend mound which will direct the storm water into right-of-way ditch.
2. Regrade existing mound, if necessary
3. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and


NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with David C. Raymond, Trustee and Karen L. Raymond, Trustee of the Raymond Family Trust (aka David C. Raymond, Trustee and Karen L. Raymond, Trustee, Co-Trustees of the Raymond Family Trust), for the Shaker Road embankment and ditching project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Raymond, David & Karen
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by David C. Raymond, Trustee and Karen L. Raymond, Trustee of the Raymond Family Trust (aka David C. Raymond, Trustee and Karen L. Raymond, Trustee, Co-Trustees of The Raymond Family Trust), dated May 31, 2017, whose tax mailing address is 3728 Red Fox Run, Franklin, Ohio 45005 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety of Shaker Road an embankment and ditching project is to be constructed. In order to construct the project it is necessary to enter onto property owned by Grantors. The subject real estate is located at 3728 Red Fox Run, Franklin, Ohio 45005, identified as Parcel #08-21-302-024. Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work:

1. Add embankment to extend mound which will direct the storm water into right-of-way ditch.
2. Regrade existing mound, if necessary.
3. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Embankment and Ditching Project or until June 30, 2020, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, David C. Raymond, Trustee and Karen L. Raymond, Trustee of the Raymond Family Trust (aka David C. Raymond, Trustee and Karen L. Raymond, Trustee, Co-Trustees of The Raymond Family Trust), dated May 31, 2017, the Grantors herein, has hereunto set their hands on the date stated below.

Grantors:

Signature: David C. Raymond

Printed Name: David C. Raymond

Title: Trustee of the Raymond Family Trust, dated May 31, 2017

Date: 10-23-2019

Signature: Karen L. Raymond

Printed Name: Karen L. Raymond

Title: Trustee of the Raymond Family Trust, dated May 31, 2017

Date: 10-23-2019

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 23 day of OCTOBER, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be David C. Raymond, Trustee and Karen L. Raymond, Trustee of the Raymond Family Trust (aka David C. Raymond, Trustee and Karen L. Raymond, Trustee, Co-Trustees of The Raymond Family Trust), dated May 31, 2017, being the Grantors in the foregoing Agreement, and pursuant to the powers and authority granted to them by the said Trust to execute this Agreement on behalf of Grantors, they did acknowledge the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/22
Recorded in
Warren County

Notary Public: Dominic M. Brigano
My commission expires: 02/06/22

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 19771, dated 11/5/19.

Grantee:
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: President
Date: 11/5/19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 5th day of November, 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the **Grantee** in the foregoing Agreement, and acknowledged the signing thereof to be her voluntary act and deed, and pursuant to the Resolution authorization her to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



KIANA HAWK
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Notary Public: Kiana Hawk
My commission expires: 7/9/23

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Adam M. Nice

Adam M. Nice, Assistant Prosecutor
520 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2759
Email: Adam.Nice@warrencountyprosecutor.com

Resolution

Number 19-1472

Adopted Date November 05, 2019

AUTHORIZE TRANSFER OF TITLE OF A WARREN COUNTY COMMISSIONERS
POLICE CRUISER TO NATIONWIDE INSURANCE COMPANY

WHEREAS, on September 30, 2019 a police cruiser was struck by a third party vehicle; and

WHEREAS, the County Garage Chief Mechanic and Nationwide Insurance Company agreed that the vehicle was totaled; and

WHEREAS, the Chief Mechanic determined that the totaled vehicle was of no use to Warren County; and

WHEREAS, as part of the settlement for said loss to Warren County in the amount of \$26,444.28, Nationwide Insurance Company wishes to take possession of the totaled vehicle; and

NOW THEREFORE BE IT RESOLVED, in exchange for settlement amount of \$26,444.28 to Warren County, transfer title of a 2017 Ford Explorer, serial #1FM5K8AR3HGD66819 with 20,000 miles to Nationwide Insurance Company.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: Garage – A. Russell (file)
Sheriff (file)
Transfer file
B. Quillen – Auditor's Office
Tina Osborne

Resolution

Number 19-1473

Adopted Date November 05, 2019

WAIVE FEES ASSOCIATED WITH THE INSTALLATION OF A TENT DURING CHRISTMAS IN THE VILLAGE ON BEHALF OF THE WAYNESVILLE CHAMBER OF COMMERCE

WHEREAS, the Waynesville Area Chamber of Commerce is submitting permit applications for the installation a tent at the corner of Main and Miami Streets during Christmas in the Village in the Village of Waynesville; and

WHEREAS, we are in receipt of a letter from the Waynesville Area Chamber of Commerce requesting said fees be waived; and

NOW THEREFORE BE IT RESOLVED, to waive the fees associated with the permit application of the Waynesville Area Chamber of Commerce; and

BE IT FURTHER RESOLVED, that the Waynesville Area Chamber of Commerce be responsible for the surcharge required by the State of Ohio.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Building Department (file)
Waynesville Chamber of Commerce (suz@waynesvilleohio.com)

Resolution

Number 19-1474

Adopted Date November 05, 2019

AUTHORIZE THE WARREN COUNTY ADMINISTRATOR, ON BEHALF OF THE COUNTY COMMISSIONERS, TO SIGN DOCUMENTS PERTAINING TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)

BE IT RESOLVED, to authorize the Warren County Administrator, on behalf of the County Commissioners, to sign documents pertaining to the Emergency Management Performance Grant (EMPG); and

BE IT FURTHER RESOLVED, that in the event grant funding is not available the Warren County Board of Commissioners has no further obligation to fund this program.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS




Tina Osborne, Clerk

cc: c/a—Ohio Emergency Management Agency
Emergency Services (file)
OGA

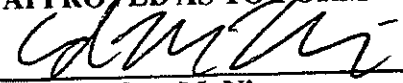
**OHIO EMERGENCY MANAGEMENT AGENCY
GRANT AGREEMENT**

Subrecipient Grant Agreement # 81254		Subrecipient Vendor ID # 52991		Federal Pass-Thru # EMC-2019-EP-00005		AL # 97.042	State Fund #3370	St Grant # DPSFE247	Page 1 of 3
FY2019 Emergency Management Performance Grant (EMPG) Warren County				Total Award \$110,227.00		Performance Period 10/1/2018 – 9/30/2020			
Subrecipient Signatory Office/Address				Subrecipient Grant Manager			Subrecipient Fiscal Contact		
Name/Title		Melissa Bour, Director/Tiffany Zindel, County Administrator		Name			Name		
Agency		Warren County Department of Emergency Services		Title			Title		
Address1		500 Justice DR		Phone			Phone		
Address2				Fax			Fax		
City, Zip		Lebanon	OH	45036-2379		Email			Email
Grantee Office/Address				Grantee Grant Manager			Grantee Fiscal Contact		
Name		Sima S. Merick, Executive Director		Name	Geoff Martin		Name	Teresa L. Peters	
Agency		Ohio Emergency Management Agency		Title	Grants Branch Chief		Title	Fiscal Manager	
Address1		Attn: Preparedness Grants Branch		Phone	614-799-3836		Phone	614-889-7175	
Address2		2855 W. Dublin-Granville Road		Fax	614-799-3823		Fax	614-799-3673	
City, St, Zip		Columbus	OH	43235-2206		Email	gsmartin@dps.ohio.gov		Email
Award Requirements					Award Requirements				
<ul style="list-style-type: none"> ▪ The following forms must be filled out, signed and returned with <u>original signature</u> to the Ohio EMA Grants Branch, via mail within sixty (60) days after receipt of this Award: <ul style="list-style-type: none"> ○ Grant Agreement – (Insert Subrecipient Grant Manager and Fiscal Contact information) ○ Assurances & Disclosure of Lobbying Agreement ▪ Signatory of this Agreement must have authority to obligate the Subrecipient. ▪ Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Notice of Award document has been returned to Ohio EMA. ▪ Subrecipient agrees to submit through revised Baseline Work Plan any significant revisions to their pre-approved budget, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision. ▪ Subrecipient will draw down funds through submission of a “Request for Cash” to include proof of cost and proof of payment documentation ▪ When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e. request for quotes, advertisement of bid, bid specs, 					<ul style="list-style-type: none"> ▪ The EMPG Grant requires a 50% match. Subrecipients may only provide up to 25% of their federal award with in-kind match documentation. ▪ Subrecipient is required to submit quarterly Work Plan Updates and Requests for Cash on the form established by Ohio EMA no later than thirty (30) days after federal quarter end (12/31, 3/31, 6/30, and 9/30) in order to demonstrate progress ▪ Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding. ▪ Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended. ▪ Subrecipient shall use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in 2 CFR 200, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in 2 CFR 200. ▪ Subrecipient shall only use funds in accordance with the FY2019 Federal and State guidance and the rules, regulations and requirements contained within. 				

**OHIO EMERGENCY MANAGEMENT AGENCY
GRANT AGREEMENT**

<p>bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.</p> <ul style="list-style-type: none"> ▪ Subrecipient will submit the Ohio EMA non-competitive procurement form to Ohio EMA prior to making a "sole source" purchase for required pre-approval. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval. ▪ All procurements exceeding \$10,000 must be pre-approved by Ohio EMA prior to obligation of funds ▪ Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements. ▪ Subrecipient affirms that funds will be disbursed within ten (10) days of receipt. ▪ Subrecipient agrees that any project requiring Environmental/Historical Preservation (EHP) clearance will not be initiated without prior Ohio EMA and FEMA approval. 	<ul style="list-style-type: none"> ▪ Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds. ▪ Subrecipient agrees to update and finalize the Bi-annual Strategy Implementation Report (BSIR) within the time frames provided by and as directed by Ohio EMA. ▪ Subrecipient agrees to submit a yearly inventory certification within 30 days after December 31 of each year for grant funded assets from the current and any previous awards. ▪ Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, & shall specify the changes & justification.
<p>Subrecipient Signatory Official </p>	<p>Grantee Signatory Official</p>
<p>* Melissa Bour, Director/Tiffany Zindel, County Administrator Warren County Department of Emergency Services</p>	<p>Sima S. Merick, Executive Director Ohio Emergency Management Agency, State Administering Agency</p>

APPROVED AS TO FORM



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

**OHIO EMERGENCY MANAGEMENT AGENCY
GRANT AGREEMENT**

- This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
- Authorized Program Expenditures include: Planning, Organization, Personnel, Equipment, Training, Exercise and Administration as outlined in the county's application and in accordance with FY2019 guidance.
- Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as SAA.
- Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any & all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Homeland Security.
- This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective & valid under applicable law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
- Recipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
- In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that US DHS-FEMA or the State of Ohio determines that funds are not appropriated or otherwise available to support continuation of this sub-grant, the sub-grant shall be canceled. A determination of unavailability of funds shall be final and conclusive.
- Recipient may request review any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
- Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
- Subrecipient is prohibited from transferring funds among direct cost categories, programs, functions, or activities without prior written approval OEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget Ohio EMA last approved.
- Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
- Subrecipient shall provide such information as may be requested by U.S. DHS to ensure compliance with any applicable environmental laws and regulations.
- Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
- Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and U.S. DHS.
- Subrecipient agrees that it cannot undertake any project having potential impact on Environmental and Historical Preservation (EHP) resources without the prior approval of DHS-FEMA. Subrecipient must comply with all conditions placed on a project as a result of the EHP review. A change in scope of work will require EHP re-evaluation.
- Per DHS special conditions of the FY2019 EMPG, the Subrecipient and Subrecipient's employees may not engage in trafficking of persons, procurement of commercial sex acts and/or use of forced labor in the performance of this award or during the duration that this award is in place.
- Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
- Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
- Subrecipient agrees to reimburse Grantor for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this agreement.
- The Ohio Department of Public Safety requires that information regarding ODPS polices 501.39 and 501.40 concerning civil rights and other discrimination complaints. These policies have been included in guidance provided to you as the Subrecipient.

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
Expires August 31, 2011

FOR FY 2019

CA FOR (Name of Recipient)
Warren County Department of Emergency Services

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II FEMA Form 20-16B, Assurances-Construction Programs
- Part III FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV SF LLL, Disclosure of Lobbying Activities (*If applicable*)

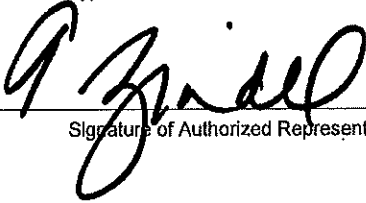
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Tiffany Zindel

County Administrator

Typed Name of Authorized Representative

Title



11-5-19

Signature of Authorized Representative

Date Signed

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and maintaining the data needed, and submitting this form. You are not required to complete this form unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472, Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address.**

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NONCONSTRUCTION PROGRAMS

O.M.B. No. 1660-0025
Expires August 31, 2011

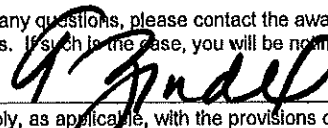
Paperwork Burden Disclosure Notice

Paperwork reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden estimate to: Information Collection Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0025). **NOTE: Do not send your completed form to this address**

NOTE:

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:



1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute (s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a-1-276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 9-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

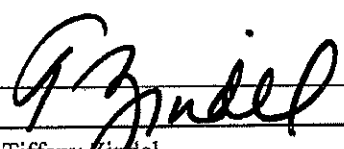
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known: Warren County Department of Emergency Services 520 Justice Drive, Lebanon Ohio 45036 Congressional District, if known: 01	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Ohio Emergency Management Agency 2855 W Dublin Granville Road Columbus, Ohio 43235 Congressional District, if known:	
6. Federal Department/Agency: Department of Homeland Security - FEMA	7. Federal Program Name/Description: FY2019 Emergency Management Performance Grant CFDA Number, if applicable: <u>97.042</u>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Tiffany Zindel Warren County Board of Commissioners 406 Justice Drive, Lebanon Ohio 45036	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="text-align: center; font-size: 2em; font-family: cursive;">T. Zindel</div>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Print Name: <u>Tiffany Zindel</u> Title: <u>County Administrator</u> Telephone No.: <u>(513) 695-1241</u> Date: <u>11-5-19</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the Implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

O.M.B. No. 1660-0025
Expires August 31, 2011

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached

(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the term of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring on the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

520 Justice Drive

Lebanon Ohio 45036

Check If there are workplaces on file that are not identified here.

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

State of Ohio
Ohio Emergency Management Agency
NIMS Compliance Certification Statement

I, Melissa Bour, Director of the Warren County Department of Emergency Services. I have reviewed Warren County Department of Emergency Services application and supporting documentation to the Ohio Emergency Management Agency for NIMS implementation and compliance with NIMS objectives.

I hereby certify:

- (1) that the Warren County has sufficient legal authority provided by Warren County's lawfully enacted or promulgated statutes, ordinances, or regulations to adopt the NIMS requirements;
- (2) that such statutes, ordinances, or regulations are in full force and effect on the date of this certification;
- (3) that the tasks necessary to implement NIMS requirements have been accomplished to the "good faith effort" standard within the locality name by all disciplines receiving direct benefit as a result of federal preparedness funding; and
- (4) that Warren County Department of Emergency Services has reviewed the specific tasks in the FEMA NIMS Implementation Objectives and completed the annual NIMS survey as provided by the Ohio EMA in its grant announcement.

To assist Ohio EMA's review of this application, additional evidence of compliance may be requested and reviewed by Ohio EMA and must be made available upon request. I understand failure to provide the information may result suspended or terminated funding.



Tiffany Zindel
County Administrator



FY2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT
WORK PLAN UPDATE

1) County Name: **Warren County**

2) Quarter: Quarter 4 Quarter 5 Quarter 6 Quarter 7 Quarter 8
7/1/19-9/30/19 10/1/19-12/31/19 1/1/20-3/31/20 4/1/20-6/30/20 7/1/20-9/30/20

3) Accomplishments: (Provide a description of what was accomplished for the quarter)

Continued planning meetings for Warren County Local Emergency Planning Committee and Emergency Operation Center training meetings. Updated EOP-Base Plan and sent to State EMA for review. Updated Hazmat Plan Annex to Base Plan. Participated in 2018 National Night Out with booth with public education on disaster preparedness.

EMPG- Funded Staff	NIMS Complete	ICS 100	ICS 200	ICS 700	ICS 800	PDS Complete	120	230	235	240	241	242	244	Use space below as needed to list other training
Melissa Bour	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Lesli Holt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jess Wisecup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
David Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Melissa Abrams	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Programmatic Overview

	Federal Amount (50%)	Local Amount (50%)	Total (100%)
1. Your total award amount (Grant agreement plus/minus any amendments)	\$110,227.00	\$110,227.00	\$220,454.00
2. Amount of cash you have received (Total of completed cash requests)	\$0.00	\$0.00	\$0.00
3. Total of outstanding obligations (Unreimbursed expenses/obligations)	\$0.00	\$0.00	\$0.00
4. Grant Award Balance Remaining (Line 1 minus Line 2)	\$110,227.00	\$110,227.00	\$220,454.00

Activity Description/Milestone	% Complete	Est. Comp. Date	Completion Date
1 Hazard Mitigation Plan 5 year update	20.00%	6/30/19	
2 EOC Position Book update	30.00%	6/30/19	
3			
4			
5			
6			
7			
8			

If any milestones have been delayed, cancelled, or suspended explain why, identify corrective measures, and outline any assistance needed to resolve the situation. If all milestones are on track for completion, type N/A below.

Melissa Bour
10/28/2019

A. Zindel
11-5-19

**EMERGENCY MANAGEMENT PERFORMANCE GRANT
CASH REQUEST**

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4			YEAR: FY 2019					
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	EMA Use/ABU	
1	Employee Payroll Gross Earnings	Payroll - Melissa Abrams 32 hours		7/12/19	\$ 1,557.60	7/12/19	14	\$ 1,557.60	\$ 623.04		
2	Employee Payroll PERS	Payroll - Melissa Abrams 32 hours		7/12/19	\$ 218.06	7/12/19	14	\$ 218.06	\$ 87.22		
3	Employee Payroll Medicare	Payroll - Melissa Abrams 32 hours		7/12/19	\$ 20.34	7/12/19	14	\$ 20.34	\$ 9.03		
4	Employee Payroll Gross Earnings	Payroll - Melissa Abrams 18 hours		7/26/19	\$ 1,557.60	7/26/19	15	\$ 1,557.80	\$ 350.46		
5	Employee Payroll PERS	Payroll - Melissa Abrams 18 hours		7/26/19	\$ 218.06	7/26/19	15	\$ 218.06	\$ 49.06		
6	Employee Payroll Medicare	Payroll - Melissa Abrams 18 hours		7/26/19	\$ 20.34	7/26/19	15	\$ 20.34	\$ 5.08		
7	Employee Payroll Gross Earnings	Payroll - Melissa Abrams 33 hours		8/9/19	\$ 1,557.60	8/9/19	16	\$ 1,557.60	\$ 642.51		
8	Employee Payroll PERS	Payroll - Melissa Abrams 33 hours		8/9/19	\$ 218.06	8/9/19	16	\$ 218.06	\$ 89.95		
9	Employee Payroll Medicare	Payroll - Melissa Abrams 33 hours		8/9/19	\$ 20.34	8/9/19	16	\$ 20.34	\$ 9.31		
10	Employee Payroll Gross Earnings	Payroll - Melissa Abrams 32 hours		8/23/19	\$ 1,557.60	8/23/19	17	\$ 1,557.60	\$ 623.04		
11	Employee Payroll PERS	Payroll - Melissa Abrams 32 hours		8/23/19	\$ 218.06	8/23/19	17	\$ 218.06	\$ 87.22		
12	Employee Payroll Medicare	Payroll - Melissa Abrams 32 hours		8/23/19	\$ 20.34	8/23/19	17	\$ 20.34	\$ 9.03		
13	Employee Payroll Gross Earnings	Payroll - Melissa Abrams 34 hours		9/6/19	\$ 1,557.60	9/6/19	18	\$ 1,557.60	\$ 661.98		
14	Employee Payroll PERS	Payroll - Melissa Abrams 34 hours		9/6/19	\$ 218.06	9/6/19	18	\$ 218.06	\$ 92.67		
15	Employee Payroll Medicare	Payroll - Melissa Abrams 34 hours		9/6/19	\$ 20.34	9/6/19	18	\$ 20.34	\$ 9.59		
FUND 101-2850 Expenses									TOTAL (PAGE 1) REQUEST FOR REIMBURSEMENT	\$ 3,349.19	

I hereby certify that the expenses reported in this request have been paid by the County, that costs have not been reimbursed from other Federal Grants, programs or EMPG from another year. Costs are eligible under the EMPG program (Per A-874); these costs do not exceed the costs as budgeted in the approved budget worksheet.

Approved Federal share to reimburse (50%)

ATTACH SUPPORTING DOCUMENTATION: (Proof of Cost and Proof of Payment)

County EMA Director's Signature: <i>Melissa Bour</i>	County Auditor Signature (if desired by county)
Print EMA Director's Name: Melissa Bour	Date Signed: 10/28/2019
County Auditor Name: Matt Nolan	
County Commissioner Signature: <i>Tiffany Zindel</i>	
Printed County Commissioner Name: Tiffany Zindel	Date Signed: 11-5-19

EMA USE:	Field Liaison	Field Ops Supv	Fiscal
ONLY:	Date	Date	Date

EMERGENCY MANAGEMENT PERFORMANCE GRANT

CASH REQUEST

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4			YEAR: FY 2019				
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	EMA Use A/U
16	Employee Payroll Gross Earnings	Payroll - Melissa Abrams 34 hours		9/20/19	\$ 1,557.60	9/20/19	19	\$ 1,557.60	\$ 661.98	
17	Employee Payroll PERS	Payroll - Melissa Abrams 34 hours		9/20/19	\$ 218.06	9/20/19	19	\$ 218.06	\$ 92.67	
18	Employee Payroll Medicare	Payroll - Melissa Abrams 34 hours		9/20/19	\$ 20.34	9/20/19	19	\$ 20.34	\$ 9.59	
19										
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30										

FUND 101-2850 Expenses

TOTAL (PAGES 1 and 2) REQUEST FOR REIMBURSEMENT \$ 4,113.43

I hereby certify that the expenses reported in this request have been paid by the County. That costs have not been reimbursed from other Federal Grants, programs or EMPG from another year. Costs are eligible under the EMPG program (Per A-87). These costs do not exceed the costs as budgeted in the approved budget worksheet.

ATTACH SUPPORTING DOCUMENTATION (Proof of Cost and Proof of Payment)

Approved Federal share to reimburse (50%) \$

County EMA Director's Signature: <i>Melissa Bour</i>		County Auditor Signature (if desired by county)	
Print EMA Director's Name: Melissa Bour	Date Signed: 10/28/2019	County Auditor Name: Matt Nolan	
County Commissioner's Signature: <i>Tiffany Zindel</i>			
Printed County Commissioner's Name: Tiffany Zindel	Date Signed: 11-5-19		

OFFICE: _____	EMA USE: Field Liaison _____	Field Ops Supv: _____	Fiscal: _____
ONIS: _____	Date: _____	Date: _____	Date: _____

**EMERGENCY MANAGEMENT PERFORMANCE GRANT
CASH REQUEST**

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4	YEAR: FY 2019						
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	EMA Use/Att
1	Employee Payroll Gross Earnings	Payroll - Melissa Bour		7/12/19	\$ 1,471.18	7/12/19	14	\$ 1,471.18	\$ 1,471.18	
2	Employee Payroll PERS	Payroll - Melissa Bour		7/12/19	\$ 205.97	7/12/19	14	\$ 205.97	\$ 205.97	
3	Employee Payroll Medicare	Payroll - Melissa Bour		7/12/19	\$ 20.33	7/12/19	14	\$ 20.33	\$ 20.33	
4	Health and Life Insurance	Employee Premiums - Melissa Bour		7/12/19	\$ 318.69	7/12/19	14	\$ 318.69	\$ 318.69	
5	Employee Payroll Gross Earnings	Payroll - Lesli Holt		7/12/19	\$ 1,881.60	7/12/19	14	\$ 1,881.60	\$ 1,881.60	
6	Employee Payroll PERS	Payroll - Lesli Holt		7/12/19	\$ 263.42	7/12/19	14	\$ 263.42	\$ 263.42	
7	Employee Payroll Medicare	Payroll - Lesli Holt		7/12/19	\$ 26.56	7/12/19	14	\$ 26.56	\$ 26.56	
8	Health and Life Insurance	Employee Premiums - Lesli Holt		7/12/19	\$ 637.79	7/12/19	14	\$ 637.79	\$ 637.79	
9	Employee Payroll Gross Earnings	Payroll - Jessica Wisecup		7/12/19	\$ 1,120.00	7/12/19	14	\$ 1,120.00	\$ 1,120.00	
10	Employee Payroll PERS	Payroll - Jessica Wisecup		7/12/19	\$ 156.80	7/12/19	14	\$ 156.80	\$ 156.80	
11	Employee Payroll Medicare	Payroll - Jessica Wisecup		7/12/19	\$ 16.24	7/12/19	14	\$ 16.24	\$ 16.24	
12	Employee Payroll Gross Earnings	Payroll - David Wood		7/12/19	\$ 1,488.80	7/12/19	14	\$ 1,488.80	\$ 1,488.80	
13	Employee Payroll PERS	Payroll - David Wood		7/12/19	\$ 208.43	7/12/19	14	\$ 208.43	\$ 208.43	
14	Employee Payroll Medicare	Payroll - David Wood		7/12/19	\$ 19.98	7/12/19	14	\$ 19.98	\$ 19.98	
15	Health and Life Insurance	Employee Premiums - David Wood		7/12/19	\$ 231.09	7/12/19	14	\$ 231.09	\$ 231.09	
TOTAL (PAGE 1) REQUEST FOR REIMBURSEMENT									\$ 8,066.88	

I hereby certify that the expenses reported in this request have been paid by the County. That costs have not been reimbursed from other Federal Grants, programs or EMPG from another year. Costs are eligible under the EMPG program (Per A-87). These costs do not exceed the costs as budgeted in the approved budget worksheet.

Approved Federal share to reimburse (50%)

ATTACH SUPPORTING DOCUMENTATION (Proof of Cost and Proof of Payment)

County EMA Director's Signature: <i>Melissa Bour</i>	County Auditor Signature (if desired by county)
Print EMA Director's Name: Melissa Bour	Date Signed: 10/28/2019
County Auditor Name: Matt Nolan	
County Commissioner's Signature: <i>Tiffany Zindel</i>	
Printed County Commissioner Name: Tiffany Zindel	Date Signed: 11-5-19

EMA USE ONLY:	Field Liaison	Field Ops Supv.	Fiscal
Date:	Date:	Date:	Date:

**EMERGENCY MANAGEMENT PERFORMANCE GRANT
CASH REQUEST**

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4	YEAR: FY 2019						
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	OEMA Use A/U
16	Employee Payroll Gross Earnings	Payroll - Melissa Bour		7/26/19	\$ 1,471.16	7/26/19	15	\$ 1,471.16	\$ 1,471.16	
17	Employee Payroll PERS	Payroll - Melissa Bour		7/26/19	\$ 205.96	7/26/19	15	\$ 205.96	\$ 205.96	
18	Employee Payroll Medicare	Payroll - Melissa Bour		7/26/19	\$ 20.33	7/26/19	15	\$ 20.33	\$ 20.33	
19	Health and Life Insurance	Employee Premiums - Melissa Bour		7/26/19	\$ 313.44	7/26/19	15	\$ 313.44	\$ 313.44	
20	Employee Payroll Gross Earnings	Payroll - Lesli Holt		7/26/19	\$ 1,881.80	7/26/19	15	\$ 1,881.80	\$ 1,881.80	
21	Employee Payroll PERS	Payroll - Lesli Holt		7/26/19	\$ 263.42	7/26/19	15	\$ 263.42	\$ 263.42	
22	Employee Payroll Medicare	Payroll - Lesli Holt		7/26/19	\$ 26.56	7/26/19	15	\$ 26.56	\$ 26.56	
23	Health and Life Insurance	Employee Premiums - Lesli Holt		7/26/19	\$ 627.29	7/26/19	15	\$ 627.29	\$ 627.29	
24	Employee Payroll Gross Earnings	Payroll - Jessica Wisecup		7/26/19	\$ 1,085.00	7/26/19	15	\$ 1,085.00	\$ 1,085.00	
25	Employee Payroll PERS	Payroll - Jessica Wisecup		7/26/19	\$ 151.90	7/26/19	15	\$ 151.90	\$ 151.90	
26	Employee Payroll Medicare	Payroll - Jessica Wisecup		7/26/19	\$ 15.73	7/26/19	15	\$ 15.73	\$ 15.73	
27	Employee Payroll Gross Earnings	Payroll - David Wood		7/26/19	\$ 1,488.80	7/26/19	15	\$ 1,488.80	\$ 1,488.80	
28	Employee Payroll PERS	Payroll - David Wood		7/26/19	\$ 208.43	7/26/19	15	\$ 208.43	\$ 208.43	
29	Employee Payroll Medicare	Payroll - David Wood		7/26/19	\$ 19.98	7/26/19	15	\$ 19.98	\$ 19.98	
30	Health and Life Insurance	Employee Premiums - David Wood		7/26/19	\$ 220.59	7/26/19	15	\$ 220.59	\$ 220.59	
TOTAL (PAGES 1 and 2) REQUEST FOR REIMBURSEMENT									\$ 16,067.07	

I hereby certify that the expenses reported in this request have been paid by the County. That costs have not been reimbursed from other Federal Grants programs or EMPC from another year. Costs are eligible under the EMPC program (Part A-B7). These costs do not exceed the costs as budgeted in the approved budget worksheet.

ATTACH SUPPORTING DOCUMENTATION (Proof of Cost and Proof of Payment) \$ _____ Approved Federal share to reimburse (50%)

County EMA Director's Signature: <i>Melissa Bour</i>	County Auditor Signature (if desired by county)
Print EMA Director's Name: Melissa Bour	Date Signed: 10/28/2019
County Auditor Name: Matt Nolan	
County Commissioner Signature: <i>Tiffany Zindel</i>	
Printed County Commissioner Name: Tiffany Zindel	Date Signed: 11-5-19

EMPC ONLY:	Field Liaison	Field Ops Supv.	Fiscal
Date:	Date:	Date:	Date:

**EMERGENCY MANAGEMENT PERFORMANCE GRANT
(CASH REQUEST)**

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4	YEAR: FY 2019						
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	EMA Use/AU
31	Employee Payroll Gross Earnings	Payroll - Melissa Bour		8/9/19	\$ 1,471.16	8/9/19	16	\$ 1,471.16	\$ 1,471.16	
32	Employee Payroll PERS	Payroll - Melissa Bour		8/9/19	\$ 205.96	8/9/19	16	\$ 205.96	\$ 205.96	
33	Employee Payroll Medicare	Payroll - Melissa Bour		8/9/19	\$ 20.33	8/9/19	16	\$ 20.33	\$ 20.33	
34	Health and Life Insurance	Employee Premiums - Melissa Bour		8/9/19	\$ 318.69	8/9/19	16	\$ 318.69	\$ 318.69	
35	Employee Payroll Gross Earnings	Payroll - Lesli Holt		8/9/19	\$ 1,981.60	8/9/19	16	\$ 1,981.60	\$ 1,981.60	
36	Employee Payroll PERS	Payroll - Lesli Holt		8/9/19	\$ 277.42	8/9/19	16	\$ 277.42	\$ 277.42	
37	Employee Payroll Medicare	Payroll - Lesli Holt		8/9/19	\$ 28.01	8/9/19	16	\$ 28.01	\$ 28.01	
38	Health and Life Insurance	Employee Premiums - Lesli Holt		8/9/19	\$ 637.79	8/9/19	16	\$ 637.79	\$ 637.79	
39	Employee Payroll Gross Earnings	Payroll - Jessica Wisecup		8/9/19	\$ 129.50	8/9/19	16	\$ 129.50	\$ 129.50	
40	Employee Payroll PERS	Payroll - Jessica Wisecup		8/9/19	\$ 18.13	8/9/19	16	\$ 18.13	\$ 18.13	
41	Employee Payroll Medicare	Payroll - Jessica Wisecup		8/9/19	\$ 1.88	8/9/19	16	\$ 1.88	\$ 1.88	
42	Employee Payroll Gross Earnings	Payroll - David Wood		8/9/19	\$ 1,388.80	8/9/19	16	\$ 1,388.80	\$ 1,388.80	
43	Employee Payroll PERS	Payroll - David Wood		8/9/19	\$ 194.43	8/9/19	16	\$ 194.43	\$ 194.43	
44	Employee Payroll Medicare	Payroll - David Wood		8/9/19	\$ 18.53	8/9/19	16	\$ 18.53	\$ 18.53	
45	Health and Life Insurance	Employee Premiums - David Wood		8/9/19	\$ 231.09	8/9/19	16	\$ 231.09	\$ 231.09	
TOTAL (PAGES 1 through 3) REQUEST FOR REIMBURSEMENT									\$ 22,990.39	

I hereby certify that the expenses reported in this request have been paid by the County; that costs have not been reimbursed from other Federal Grants, programs or EMPG from another year. Costs are eligible under the EMPG program (Per A-37). These costs do not exceed the costs as budgeted in the approved budget worksheet.

ATTACH SUPPORTING DOCUMENTATION (Proof of Cost and Proof of Payment) \$ Approved Federal share to reimburse (50%)

County EMA Director's Signature: <i>Melissa Bour</i>	County Auditor Signature (if desired by county)
Print EMA Director's Name: Melissa Bour	Date Signed: 10/28/2019
County Auditor Name: Matt Nolan	
County Commissioner Signature: <i>Tiffany Zindel</i>	
Printed County Commissioner Name: Tiffany Zindel	Date Signed: 11-5-19

OHIG	Field Liaison	Field Ops Supv	Fiscal
EMA USE	Date:	Date:	Date:
ONLY			

EMERGENCY MANAGEMENT PERFORMANCE GRANT

CASH REQUEST

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4	YEAR: FY 2019						
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	EMA Use/Adj
46	Employee Payroll Gross Earnings	Payroll - Melissa Bour		8/23/19	\$ 1,471.16	8/23/19	17	\$ 1,471.16	\$ 1,471.16	
47	Employee Payroll PERS	Payroll - Melissa Bour		8/23/19	\$ 205.96	8/23/19	17	\$ 205.96	\$ 205.96	
48	Employee Payroll Medicare	Payroll - Melissa Bour		8/23/19	\$ 20.33	8/23/19	17	\$ 20.33	\$ 20.33	
49	Health and Life Insurance	Employee Premiums - Melissa Bour		8/23/19	\$ 313.42	8/23/19	17	\$ 313.42	\$ 313.42	
50	Employee Payroll Gross Earnings	Payroll - Lesli Holt		8/23/19	\$ 1,781.60	8/23/19	17	\$ 1,781.60	\$ 1,781.60	
51	Employee Payroll PERS	Payroll - Lesli Holt		8/23/19	\$ 249.42	8/23/19	17	\$ 249.42	\$ 249.42	
52	Employee Payroll Medicare	Payroll - Lesli Holt		8/23/19	\$ 25.11	8/23/19	17	\$ 25.11	\$ 25.11	
53	Health and Life Insurance	Employee Premiums - Lesli Holt		8/23/19	\$ 627.29	8/23/19	17	\$ 627.29	\$ 627.29	
54	Employee Payroll Gross Earnings	Payroll - David Wood		8/23/19	\$ 1,588.80	8/23/19	17	\$ 1,588.80	\$ 1,588.80	
55	Employee Payroll PERS	Payroll - David Wood		8/23/19	\$ 222.43	8/23/19	17	\$ 222.43	\$ 222.43	
56	Employee Payroll Medicare	Payroll - David Wood		8/23/19	\$ 21.43	8/23/19	17	\$ 21.43	\$ 21.43	
57	Health and Life Insurance	Employee Premiums - David Wood		8/23/19	\$ 220.59	8/23/19	17	\$ 220.59	\$ 220.59	
58	Employee Payroll Gross Earnings	Payroll - Melissa Bour		9/6/19	\$ 1,471.16	9/6/19	18	\$ 1,471.16	\$ 1,471.16	
59	Employee Payroll PERS	Payroll - Melissa Bour		9/6/19	\$ 205.96	9/6/19	18	\$ 205.96	\$ 205.96	
60	Employee Payroll Medicare	Payroll - Melissa Bour		9/6/19	\$ 20.33	9/6/19	18	\$ 20.33	\$ 20.33	

TOTAL (PAGES 1 through 4) REQUEST FOR REIMBURSEMENT \$ 31,435.38

I hereby certify that the expenses reported in this request have been paid by the County, that costs have not been reimbursed from other Federal Grants, programs or EMPC from another year. Costs are eligible under the EMPC program (Per A-87). These costs do not exceed the costs as budgeted in the approved budget worksheet.

ATTACH SUPPORTING DOCUMENTATION (Proof of Cost and Proof of Payment)

Approved Federal share to reimburse (50%)

County EMA Director's Signature: <i>Melissa Bour</i>	County Auditor Signature (if desired by county)
Print EMA Director's Name: Melissa Bour	Date Signed: 10/28/2019
County Auditor Name: Matt Noian	
County Commissioner Signature: <i>Tiffany Zindel</i>	
Printed County Commissioner Name: Tiffany Zindel	Date Signed: 11-5-19

EMA USE: Field, Patrol, Field Ops, Subv, FISC
ONLINE: Date

**EMERGENCY MANAGEMENT PERFORMANCE GRANT
CASH REQUEST**

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4			YEAR: FY 2019				
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	EMA Use (A/U)
61	Health and Life Insurance	Employee Premiums - Melissa Bour		9/6/19	\$ 318.67	9/6/19	18	\$ 318.67	\$ 318.67	
62	Employee Payroll Gross Earnings	Payroll - Lesli Holt		9/6/19	\$ 1,981.60	9/6/19	18	\$ 1,981.60	\$ 1,981.60	
63	Employee Payroll PERS	Payroll - Lesli Holt		9/6/19	\$ 277.42	9/6/19	18	\$ 277.42	\$ 277.42	
64	Employee Payroll Medicare	Payroll - Lesli Holt		9/6/19	\$ 28.01	9/6/19	18	\$ 28.01	\$ 28.01	
65	Health and Life Insurance	Employee Premiums - Lesli Holt		9/6/19	\$ 637.79	9/6/19	18	\$ 637.79	\$ 637.79	
66	Employee Payroll Gross Earnings	Payroll - David Wood		9/6/19	\$ 1,388.80	9/6/19	18	\$ 1,388.80	\$ 1,388.80	
67	Employee Payroll PERS	Payroll - David Wood		9/6/19	\$ 194.43	9/6/19	18	\$ 194.43	\$ 194.43	
68	Employee Payroll Medicare	Payroll - David Wood		9/6/19	\$ 18.53	9/6/19	18	\$ 18.53	\$ 18.53	
69	Health and Life Insurance	Employee Premiums - David Wood		9/6/19	\$ 231.09	9/6/19	18	\$ 231.09	\$ 231.09	
70	Employee Payroll Gross Earnings	Payroll - Melissa Bour		9/20/19	1471.16	9/20/19	19	1471.16	1471.16	
71	Employee Payroll PERS	Payroll - Melissa Bour		9/20/19	205.96	9/20/19	19	205.96	205.96	
72	Employee Payroll Medicare	Payroll - Melissa Bour		9/20/19	20.33	9/20/19	19	20.33	20.33	
73	Health and Life Insurance	Employee Premiums - Melissa Bour		9/20/19	\$ 313.42	9/20/19	19	\$ 313.42	\$ 313.42	
74	Employee Payroll Gross Earnings	Payroll - Lesli Holt		9/20/19	1781.61	9/20/19	19	1781.61	1781.61	
75	Employee Payroll PERS	Payroll - Lesli Holt		9/20/19	249.43	9/20/19	19	249.43	249.43	

TOTAL (PAGES 1 through 5) REQUEST FOR REIMBURSEMENT \$ 40,553.63

I hereby certify that the expenses reported in this request have been paid by the County, that costs have not been reimbursed from other Federal Grants, programs or EMPC from another year. Costs are eligible under the EMPC program (Per A-87). These costs do not exceed the costs as budgeted in the approved budget worksheet.

ATTACH SUPPORTING DOCUMENTATION (Proof of Cost and Proof of Payment)

Approved Federal share to reimburse (50%)

County EMA Director's Signature: <i>Melissa Bour</i>		County Auditor Signature (if desired by county)	
Print EMA Director's Name: Melissa Bour	Date Signed: 10/28/2019	County Auditor Name: Matt Nolan	
County Commissioner Signature: <i>Tiffany Zindel</i>			
Printed County Commissioner Name: Tiffany Zindel	Date Signed: 11-5-19		

OFFICE	Field Liaison	Field Ops Supv	Fiscal
EMA USE ONLY	Date	Date	Date

**EMERGENCY MANAGEMENT PERFORMANCE GRANT
CASH REQUEST**

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4			YEAR: FY 2019				
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	EMA Use/AVU
76	Employee Payroll Medicare	Payroll - Lesli Holt		9/20/19	\$ 25.26	9/20/19	19	\$ 25.26	\$ 25.26	
77	Health and Life Insurance	Employee Premiums - Lesli Holt		9/20/19	\$ 627.29	9/20/19	19	\$ 627.29	\$ 627.29	
78	Employee Payroll Gross Earnings	Payroll - David Wood		9/20/19	\$ 1,588.80	9/20/19	19	\$ 1,588.80	\$ 1,588.80	
79	Employee Payroll PERS	Payroll - David Wood		9/20/19	\$ 222.43	9/20/19	19	\$ 222.43	\$ 222.43	
80	Employee Payroll Medicare	Payroll - David Wood		9/20/19	\$ 21.67	9/20/19	19	\$ 21.67	\$ 21.67	
81	Health and Life Insurance	Employee Premiums - David Wood		9/20/19	\$ 220.59	9/20/19	19	\$ 220.59	\$ 220.59	
82	Warren County Facilities Management	June Fuel Bill		7/18/19	\$ 109.27	7/18/19	Transfer	\$ 109.27	\$ 109.27	
83	Warren County Facilities Management	Vehicle Maintenance		7/18/19	\$ 192.10	7/18/19	Transfer	\$ 192.10	\$ 192.10	
84	Warren County Facilities Management	July Fuel Bill		8/15/19	\$ 116.34	8/15/19	Transfer	\$ 116.34	\$ 116.34	
85	Warren County Facilities Management	August Fuel Bill		9/19/19	\$ 107.62	9/19/19	Transfer	\$ 107.62	\$ 107.62	
86	Warren County Facilities Management	Vehicle Maintenance		8/15/19	\$ 9.00	8/15/19	Transfer	\$ 9.00	\$ 9.00	
87	CDW-G	Power Cord for MDC for EMA Personnel		7/10/19	\$ 159.18	7/10/19	1196856	\$ 159.18	\$ 159.18	
88	SHI International Corp	Microsoft Office for EOC Computers		9/18/19	\$ 899.30	9/18/19	1203705	\$ 899.30	\$ 899.30	
89	Warren County Telecom	June Phone Bill - EMA Ops. Mgr.		7/18/19	\$ 199.85	7/18/19	Transfer	\$ 199.85	\$ 199.85	
90	Warren County Telecom	June Phone Bill - EMA LEPC Position		7/18/19	\$ 45.59	7/18/19	Transfer	\$ 45.59	\$ 45.59	

TOTAL (PAGES 1 through 6) REQUEST FOR REIMBURSEMENT \$45,097.92

I hereby certify that the expenses reported in this request have been paid by the county, that costs have not been reimbursed from other Federal Grants programs or EMPC from another year. Costs are eligible under the EMPC program (Per A-87). These costs do not exceed the costs as budgeted in the approved budget worksheet.

ATTACH SUPPORTING DOCUMENTATION (Proof of Cost and Proof of Payment)

Approved Federal share to reimburse (50%) \$

County EMA Director's Signature: *Melissa Bour*

County Auditor Signature (if desired by county)

Print EMA Director's Name:
Melissa Bour

Date Signed:
10/28/2019

County Auditor Name:
Matt Nolan

County Commissioner Signature:

Printed County Commissioner Name:
Tiffany Zindel

Date Signed:
11-5-19

OHIO EMAS USE ONLY	Field Liaison Date	Field Ops/Supv Date	Fiscal Date
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**EMERGENCY MANAGEMENT PERFORMANCE GRANT
CASH REQUEST**

County: Warren		PERIOD COVERED (From - To): July 1, 2019 - September 30, 2019	QUARTER(S): 4			YEAR: FY 2019				
LINE ITEM	Vendor Name (Employee name if Payroll)	Description of Purchase/Services	Budget Category	Invoice Date	Invoice Amount	Warrant Date	Warrant Number	Warrant Amount	Requested Reimbursement	EMA Use A/D
91	Warren County Telecom	EMA - MDC Aircard (April, May, June)		7/18/19	\$ 458.04	7/18/19	Transfer	\$ 458.04	\$ 458.04	
92	Warren County Telecom	July Phone Bill - EMA Ops. Mgr.		8/15/19	\$ 199.85	8/15/19	Transfer	\$ 199.85	\$ 199.85	
93	Warren County Telecom	July Phone Bill - EMA LEPC Position		8/15/19	\$ 45.59	8/15/19	Transfer	\$ 45.59	\$ 45.59	
94	Warren County Telecom	August Phone Bill - EMA Ops. Mgr.		9/19/19	\$ 199.85	9/19/19	Transfer	\$ 199.85	\$ 199.85	
95	Warren County Telecom	August Phone Bill - EMA LEPC Position		9/19/19	\$ 45.59	9/19/19	Transfer	\$ 45.59	\$ 45.59	
96	GovDeals	Equipment Transfer Fee		8/30/19	\$ 10.00	8/30/19	Transfer	\$ 10.00	\$ 10.00	
97	IAEM	Individual Membership - David Wood		9/23/19	\$ 195.00	9/23/19	1202969	\$ 195.00	\$ 195.00	
98										
99										
100										
101										
102										
103										
104										
105										

TOTAL (PAGES 1 through 7) REQUEST FOR REIMBURSEMENT \$ 46,251.84

I hereby certify that the expenses reported in this request have been paid by the County. That costs have not been reimbursed from other Federal Grants, programs or EMPC from another year. Costs are eligible under the EMPC program (Per A-87). These costs do not exceed the costs as budgeted in the approved budget worksheet.

ATTACH SUPPORTING DOCUMENTATION (Proof of Cost and Proof of Payment)

Approved Federal share to reimburse (50%) \$

County EMA Director's Signature: *Melissa Bour*

County Auditor Signature (if desired by county)

Print EMA Director's Name:
Melissa Bour

Date Signed:
10/28/2019

County Auditor Name:
Matt Nolan

County Commissioner Signature:

Tiffany Zindel
County Admin.

Printed County Commissioner Name:
Tiffany Zindel

Date Signed:
11-5-19

OHIG: _____
EMA USE: Field Liaison: _____ Field Ops Supv: _____ Fiscal: _____
ONLY: Date: _____ Date: _____ Date: _____

Resolution

Number 19-1475

Adopted Date November 05, 2019

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO THE PROGRAMMATIC AGREEMENT FOR COORDINATION WITH THE OHIO HISTORIC PRESERVATION OFFICE RELATIVE TO THE ADMINISTRATION OF PROGRAMS USING HUD ALLOCATED FUNDS

WHEREAS, funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, HOME, Economic Development Initiative, Emergency Shelter Grants, Supportive Housing, HOPWA and Neighborhood Stabilization Program Grants; and

WHEREAS, Warren County and the Ohio State Historic Preservation Officer agree that Warren County will take into account the effects of federally assisted projects on historic properties as per the agreement; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of this Board to enter into an Amendment to the Programmatic Agreement for Coordination with the Ohio Historic Preservation Office, as attached hereto and made a part hereof.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)
c/a—Ohio Historic Preservation Office
Ohio Historic Preservation Office

**PROGRAMMATIC AGREEMENT
for Coordination
between
Warren County
and the
Ohio Historic Preservation Office
for the
Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant (CDBG) and other funds to (hereinafter referred to as “grantee”; and

WHEREAS, HUD has also allocated CDBG and other funds to the State of Ohio Development Services Agency (“State”); and Warren County

WHEREAS, the State has the authority to award certain CDBG and other funds to the grantee; and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places (“National Register”); and

WHEREAS, the grantee has consulted with the State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (“NHPA”)(54 U.S.C. § 306108); and

WHEREAS, the grantee has consulted with the regarding the implementation of this agreement and public notification procedures and invited it to concur in this agreement; and

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

The grantee will ensure that the following stipulations are implemented.

I. New Construction & Archaeology

New construction is not exempt and must be submitted to the SHPO for review.

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

- A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.
1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
 2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.
- B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:
1. Non-Construction Work and Development, General Exclusions
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering design fees and other non-construction fees and costs.

- c. Rental or purchase of equipment that does not physically impact buildings or sites.
 - d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
 - e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
 - f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
 - g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
 - h. Rehabilitation of mobile and manufactured homes.
 - i. Loans used to fund rehabilitations of buildings less than fifty years old.
2. Site Work
- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
 - b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
 - c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
 - d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
 - e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than fifty years old.
 - f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer service connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.
 - g. Repair, in kind replacement, or reconstruction of existing catch basins.
 - h. Replacement of utility meters on buildings in the same location as existing.
3. Exterior Rehabilitation
- a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
 - b. Repair (not replacement) of porches, cornices, exterior siding, doors, windows, balustrades, shutters, stairs, or other trim as long as any new materials match existing feature in composition, design, color, texture, and other visual and physical qualities.

- c. Foundation Repair. Repointing of foundation masonry is exempt only on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is not exempt on the elevations that face the streets
 - d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulant paint. No abrasive cleaning is permitted for the removal of any building materials.
 - e. Caulking, reglazing, and weather-stripping.
 - f. Installation of screens and storm windows, provided that they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
 - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
 - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.
4. Interior Rehabilitation
- a. Repair of existing basement floors or the installation of new basement floors.
 - b. Installation of attic insulation.
 - c. Repair (not replace) of existing interior walls, floors, ceilings, doors, decorative plaster or woodwork provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
 - d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan. Venting only allowed through roof or primary wall.
 - e. Installation of new furnace, boiler or water heater; or furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
 - g. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.
 - h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.

- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:
 - 1. Project location, including a map;
 - 2. Project description, including work write-ups, plans, or specifications, as appropriate;
 - 3. Color photographs of all elevations of the building or site;
 - 4. Date any buildings in the project area were built;
 - 5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
 - 6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:
 - 1. Condition assessments for various historic elements;
 - 2. An explanation of the goals of the undertaking;
 - 3. Alternative treatments considered and cost estimates for each;
 - 4. Life cycle maintenance costs related to each alternative;
 - 5. Proposed measures to mitigate or minimize adverse effects;
 - 6. Available marketing studies; and
 - 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:
 - 1. The SHPO concurs with the grantee's decision about eligibility and effect;
 - 2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
 - 3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the

grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.

- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
- G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee or DSA requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions:
 - 1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
 - 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects

- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact OHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon representatives of HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments

- C. regarding the dispute, and provide them and the ACHP with a copy of such written response.
- D. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
 - 1. For each exempted undertaking the list will include; the project location (address, etc.), the age of the building or its date of construction, full project description of each activity undertaken, PA stipulation used to exempt project from review, if SHPO reviewed project, the date of the SHPO letter and effect finding, and name and title of grantee staff who exempted project from review.
 - 2. The grantee should also include in their submission three (3) random samples of individual projects, on buildings 50 years and older, with copies of the information that was used to support the exempt determination.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2024 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. Emergencies

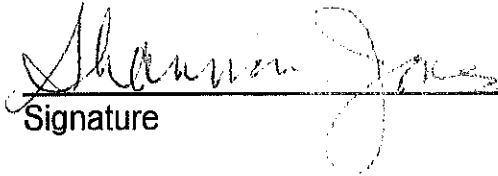
- A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a

- B. natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.
1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
 2. The grantee will submit a request for an expedited review time of five business days, including the following documentation:
 - a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
 - b. The address of the property and the nature of the emergency
 - c. Recent photographs of the property
 - d. A signed copy of any local order compelling immediate action
 - e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
 3. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and the SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Warren County



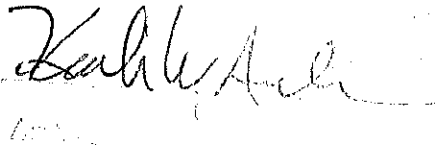
Signature



Date

Contact Information:

Susanne Mason
Warren County Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
susanne.mason@co.warren.oh.us
513-695-1210



Ohio State Historic Preservation Office

Signature

Date

Diana Welling
Deputy State Historic Preservation Officer for
Resource Protection and Review

Contact Information:
800 East 17th Avenue
Columbus, OH 43211
dwelling@ohiohistory.org
614-298-2000

Resolution

Number 19-1476

Adopted Date November 05, 2019

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR WILSON FARMS DEVELOPMENT, LLC FOR WILSON FARMS SECTION FOUR BLOCK "B" SITUATED IN FRANKLIN TOWNSHIP

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

RELEASE

Bond Number	:	18-002 (W/S)
Development	:	Wilson Farms Section Four, Block "B"
Developer	:	Wilson Farms Development, LLC
Township	:	Franklin
Amount	:	\$6,715.90
Surety Company	:	Great American Insurance Co. (2159410)

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: Wilson Farms Development LLC, 2610 Crescentville Rd, West Chester, OH 45069
Great American Insurance Company, 301 E. 4th Street, Cincinnati, OH 45202
Water/Sewer (file)
Bond Agreement file

Resolution

Number 19-1477

Adopted Date November 05, 2019

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR CYPRESS RIDGE, LTD FOR COMPLETION OF IMPROVEMENTS IN CYPRESS RIDGE SUBDIVISION, PHASE VII SITUATED IN CLEARCREEK TOWNSHIP

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

BOND RELEASE

Bond Number	:	14-009 (P-M)
Development	:	Cypress Ridge, Phase VII
Developer	:	Cypress Ridge, Ltd.
Township	:	Clearcreek
Amount	:	\$49,399.38
Surety Company	:	Huntington National Bank – Cashier’s Check #2010113746

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Cypress Ridge, Ltd. Attn: Adam Sweeney, 8534 Yankee St., Dayton, Oh 45458
OMB – S. Spencer
Engineer (file)
Bond Agreement file

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

Resolution

Number 19-1478

Adopted Date November 05, 2019

APPROVE SAVANNAH COURT, WANDERING BROOK WAY, AND WAYNESBORO WAY IN CYPRESS RIDGE SUBDIVISION, PHASE VII FOR PUBLIC MAINTENANCE BY CLEARCREEK TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Savannah Court, Wandering Brook Way, and Waynesboro Way has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
2550-T	Savannah Court	5'-24'-5'	0.024
2549-T	Wandering Brook Way	5'-24'-5'	0.227
1108-T	Waynesboro Way	5'-24'-5'	0.118

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

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

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Cypress Ridge Subdivision, Phase VII

Section 20, Town 3 Range 5, M.Rs.

Clearcreek Township, Warren County, Ohio

28.5185 Acres June 2014

NUMBER	BEARING	DISTANCE	CHORD BEARING	CHORD LENGTH
C1	1200.00	274.14	1370.21	128.51
C2	1200.00	246.38	1174.54	123.61
C3	1200.00	363.66	1039.30	192.43
C4	178.00	137.44	4510.00	72.48
C5	178.00	137.44	4530.00	72.48
C6	1320.00	221.79	1047.48	116.23
C7	20.00	136.82	8740.27	118.23
C8	1030.00	120.13	5727.00	64.09
C9	1030.00	118.08	5721.37	59.55
C10	2030.00	108.18	10303.09	54.99
C11	2030.00	136.58	10377.44	17.09
C12	205.00	4.32	6112.28	2.16
C13	205.00	110.73	3207.59	36.70
C14	20.00	16.82	3472.40	118.23
C15	20.00	16.81	2636.08	4.96
C16	20.00	17.81	5119.04	8.81
C17	60.00	114.28	10837.42	84.32
C18	60.00	81.82	5937.49	54.03
C19	60.00	98.72	9478.03	64.94
C20	60.00	121.06	20708.42	10.84
C21	60.00	117.81	15119.04	8.81
C22	20.00	26.55	7770.37	11.95
C23	205.00	115.07	3520.37	58.06
C24	145.00	227.77	8630.00	145.00
C25	1870.00	16.89	9110.43	8.48
C26	1870.00	137.89	64001.18	88.87
C27	1870.00	138.02	63333.37	87.54
C28	1870.00	188.27	62442.03	84.16
C29	20.00	30.82	8742.27	19.22
C30	1230.00	203.30	109281.13	101.88
C31	1170.00	158.25	6327.17	34.77
C32	1170.00	154.71	6754.33	37.42
C33	1170.00	154.21	6753.96	37.42
C34	1170.00	129.04	6619.06	64.28

NUMBER	DIRECTION	DISTANCE
L1	S 31°00'10" E	150.67
L2	N 89°30'04" W	174.75
L3	N 47°23'44" E	143.81
L4	N 02°54'08" E	230.67
L5	N 02°16'20" W	458.64
L6	S 89°43'40" W	110.00
L7	N 02°16'20" W	50.00
L8	N 85°43'40" E	55.00
L9	S 89°43'40" W	55.00
L10	N 02°16'20" W	50.00
L11	S 89°43'40" W	201.00
L12	N 02°16'20" W	35.00
L13	N 02°16'20" W	50.00
L14	N 89°43'40" E	174.63
L15	S 89°43'40" W	201.00
L16	N 89°43'40" E	186.03

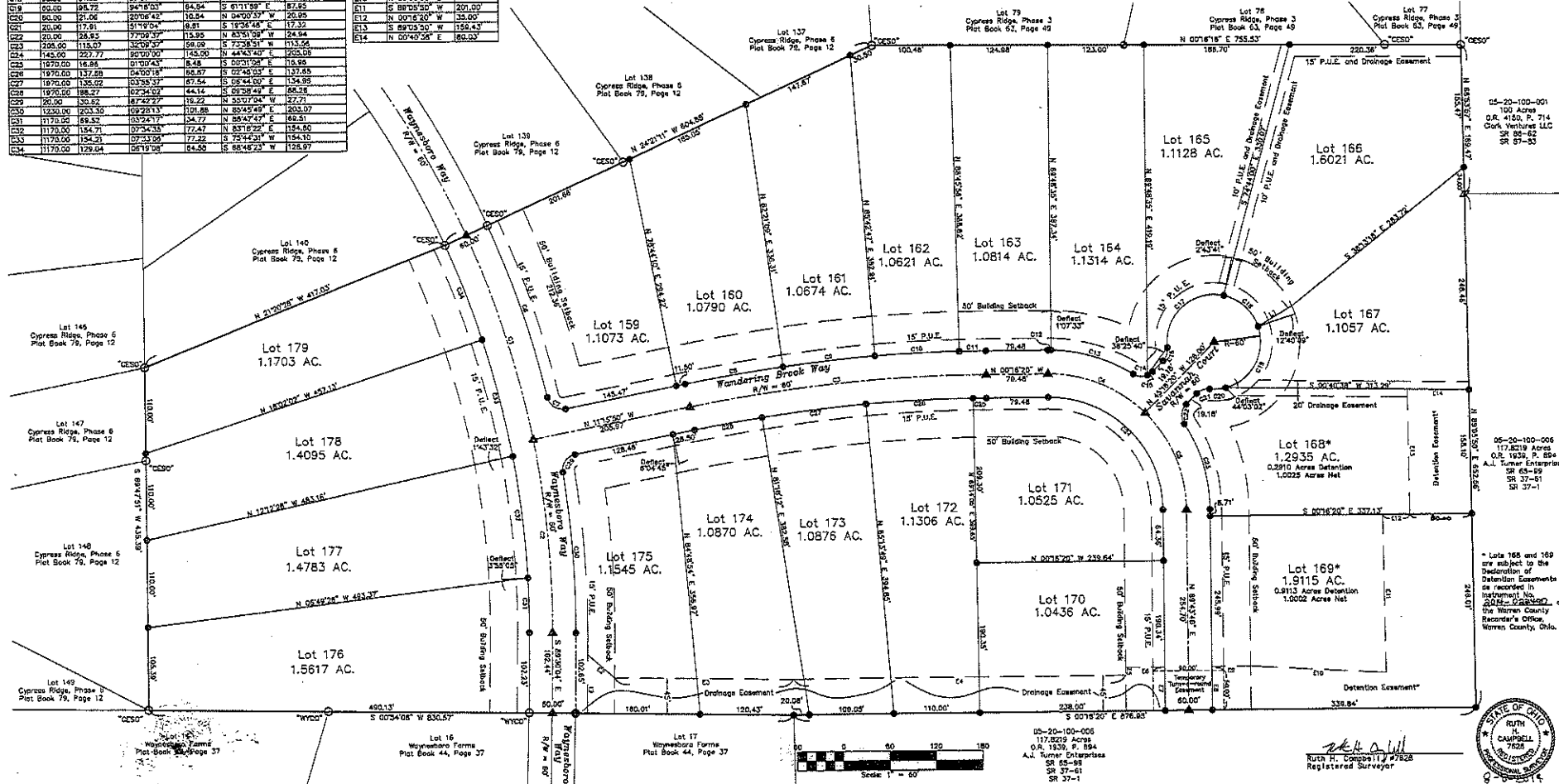
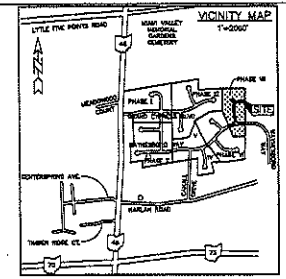
Surveyor's Notes:
Owner: Cypress Ridge, Ltd., 2534 Yankee Street Dayton, Ohio 45458
Developer: Design Homes and Development Co., Inc. 2534 Yankee Street Dayton, Ohio 45458 937-535-2224

Sources of information for this survey are as shown on drawing.
 Lines of occupation, where existing, agree in general with property lines, except as noted herein.

Bearing system based on the bearing of the northerly line of Cypress Ridge Subdivision, Phase VI as recorded in PG 79, P. 12, with a bearing of N 24°21'11" W.

Legend

- - Found 1" Iron Pin
 - - Found Stake
 - - Found 5/8" Iron Pin
 - - Found Capped Iron Pin
 - - Set Hog Spikes
 - - Set 5/8" Capped Iron Pin
 - Stamp: "WYCO-7628"
- All monumentation straight and in good condition, except as noted.



* Lots 168 and 169 are subject to the Dedication of Detention Easements as recorded in Instrument No. 2014-0283297 of the Warren County Recorder's Office, Warren County, Ohio.



Final Plat

DESIGNED BY: RC	HORIZ. SCALE: 1" = 50'
DATE: 08/19/14	VERT. SCALE:
DATE: 08/19/14	Sheet 1 of 2
Cypress Ridge Subdivision, Phase VII	

WYCO CONSULTING, INC.
 10 Stadio Drive
 Franklin, Ohio 45005
 (937) 743-9928

CLEARCREEK TOWNSHIP GOVERNMENT CENTER

7593 Bunnell Hill Road, Springboro, Ohio 45066
(937) 748-1267 FAX (937) 748-3252

Board of Trustees

Ed Wade
Jason Gabbard
Steve Muterspaw



Fiscal Officer
Russell Carolus

October 31, 2019

Re: Accepted Street, Cypress Ridge, Phase Seven

To Whom It May Concern,

Please accept this letter as Clearcreek Township's formal acceptance of all streets in Phase Seven (7) of Cypress Ridge Subdivision, including all of Savannah Court, and relevant parts of Wandering Brook and Waynesboro ways.

It was my oversight in failing to provide the text for Savannah Court in Section One of Revised Resolution #5189. The Board's intent is clear in the title of the document, which does include Savannah Court.

Respectfully,

A handwritten signature in cursive script, appearing to read "Matthew J. Clark".

Matthew J. Clark
Clearcreek Township Administrator

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1479

Adopted Date November 05, 2019

APPROVE RECORD PLAT

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

- Bates-Borgemenke Estates – Turtlecreek Twp.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

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

Resolution

Number 19-1480

Adopted Date November 05, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO SHERIFF'S OFFICE FUND #2293

BE IT RESOLVED, to approve the following supplemental appropriation adjustment into Warren County Sheriff's Office Fund #2293:

\$1,500.00 into 22932200-5317 (Non-Capital Purchases)

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Sheriff (file)

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

Resolution

Number 19-1481

Adopted Date November 05, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND
11011150

BE IT RESOLVED, to approve the following appropriation adjustment:


\$3,500.00 from #11011150-5400 (Genl Pros Purchased Services)
 into #11011150-5850 (Genl Pros Training/Education)

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

MRB/

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

Resolution

Number 19-1482

Adopted Date November 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 4,000.00 from #11011220-5320 (Capital Purchases)
 into #11011220-5317 (Non Capital Purchases)

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-1483

Adopted Date November 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500.00 from #11012100-5855 (Coroner –Clothing/Personal Equipment)
 into #11012100-5210 (Coroner –Material & Supplies)

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

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

Resolution

Number 19-1484

Adopted Date November 05, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00	from	22701240-5114	(Overtime)
\$ 3,000.00	from	22701240-5317	(Non-Capital Purchase w/Data Board)
\$ 2,000.00	from	22701240-5318	(Capital Purchases)
\$ 5,000.00	from	22701240-5400	(Purchased Services)
\$ 2,800.00	from	22701240-5830	(Worker's Compensation)
\$ 1,000.00	from	22701240-5855	(Clothing/Personal)
\$18,800.00	into	22701240-5820	(Health & Life Insurance)

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 19-1485

Adopted Date November 05, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 10,000.00	from	BUDGET-BUDGET 22891224-5102	(Salaries-Regular)
	into	BUDGET-BUDGET 22891224-5400	(Purchased Services)
\$ 5,000.00	from	BUDGET-BUDGET 22891224-5820	(Health/Life Insurance)
	into	BUDGET-BUDGET 22891224-5400	(Purchased Services)

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

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

Resolution

Number 19-1486

Adopted Date November 05, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND # 4492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$165,000.00 from #44923825-5320 (Capital Purchases)
into #44923823-5400 (Purchased Services)

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Appropriation Adj. file
Telecom (file)

Resolution

Number 19-1487

Adopted Date November 05, 2019

APPROVE CASH ADVANCE AND SUPPLEMENTAL APPROPRIATION TO
FAIRGROUNDS FUND #4498

BE IT RESOLVED, to approve the following cash advance and supplemental appropriation:

Cash Advance

\$36,000.00 from 1101-45556 (Advance of Cash Out)
into 4498-45555 (Cash Advance In)

Supplemental Appropriation

\$36,000.00 into BUDGET-BUDGET 44983740-5317 (Non-Capital Purchases)

BE IT FURTHER RESOLVED, said cash advance shall be repaid upon sufficient revenue in fund 4498.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Fairgrounds (file)
Cash Advance file
Supplemental App file.
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1488

Adopted Date November 05, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 10/29/19 and 10/31/19 as attached hereto and made a part hereof.

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 – absent

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1489

Adopted Date November 05, 2019

ENTER INTO AGREEMENT WITH CINCINNATI BELL TELEPHONE COMPANY, LLC
ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to approve an agreement with Cincinnati Bell Telephone Company, LLC for telephone service to replace Windstream on behalf of Warren County Telecommunications; copy of agreement attached hereto and a part hereof.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Cincinnati Bell Telephone Company, LLC
Telecom (file)


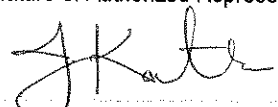
SERVICES AGREEMENT

Agreement Number: 02450792


Customer Warren County			Service Provider Cincinnati Bell Telephone Company LLC ("Cincinnati Bell")		
Address 500 Justice Drive			Address 221 East Fourth Street P.O. Box 2301		
City Lebanon	State OH	Zip Code 45036	City Cincinnati	State OH	Zip Code 45201
<p>THIS CINCINNATI BELL SERVICES AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AND APPLICABLE SERVICES SUPPLEMENTS ATTACHED HERETO (COLLECTIVELY "TERMS AND CONDITIONS"). CINCINNATI BELL'S STANDARD TERMS AND CONDITIONS AND SUPPLEMENTS ARE AVAILABLE AT WWW.CINCINNATIBELL.COM/BUSINESS/LEGAL. BY EXECUTING THIS CINCINNATI BELL SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTANDS, ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS. CUSTOMER'S SIGNATURE ACKNOWLEDGES AUTHORIZATION FOR CINCINNATI BELL TO REQUEST CREDIT INFORMATION FROM ANY CREDIT REPORTING AGENCY OR SOURCE.</p>					
NOTES:					
<ul style="list-style-type: none"> - The term "Cincinnati Bell" shall be deemed to mean the Service Provider on behalf of itself and its' affiliates. - The Agreement shall become effective on the latter of the provisioning or activation date ("Effective Date"). - In addition to the Services Agreement charges, Customers will incur all regulated charges mandated by the Regulatory Commissions with jurisdiction over Cincinnati Bell. ADSL, Dedicated FUSE Internet Access, Evantage and Emerge services are not subject to Regulatory Commission jurisdiction. - All prices and rates are exclusive of any surcharges and taxes. - Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m. - The service products, prices and terms identified on this Services Agreement constitutes Cincinnati Bell's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate above, Cincinnati Bell reserves the right to rescind this offer at any time, at its' sole discretion. - Facsimile signatures to this Services Agreement and any additional documents incorporated herein shall be deemed to be binding upon the parties. 					

WARREN COUNTY

CINCINNATI BELL

<p>Signature of Authorized Representative: </p> <p>Printed Name: Shannon Jones</p> <p>Title: President</p> <p>Date: 11/5/19</p>	<p>Signature of Authorized Representative: </p> <p>Printed Name: Jessica Kamman</p> <p>Title: Director of Sales</p> <p>Date: 10/29/2019</p>
--	---

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

SERVICE PRICING

ID	Service	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1	Mmunicationswarren County Teleco,500 Justice Dr,LEBANON,OH 45036USA					
1.1	Product: Metro Ethernet Order Type: Acquisition - New Contract Term:60 months					
1.1.1	CB Ethernet Services 100 Mbps Additional	1	\$125	\$0	\$125.00	\$0.00
1.1.2	CB Ethernet Services- 100M Silver QoS	1	\$0	\$0	\$0.00	\$0.00
1.1.3	CB Ethernet Services eVolve, voice PVC/VLAN	1	\$0	\$0	\$0.00	\$0.00
1.2	Product: SIP Trunking Order Type: Acquisition - New Contract Term:60 months					
1.2.1	Standard 1,500 free minutes with \$0.03/min overage	1	\$0	\$0	\$0.00	\$0.00
1.2.2	SIPSVC	1	\$0	\$0	\$0.00	\$0.00
1.2.3	SIP Call Path - Site & Core Redundancy	119	\$14.5	\$0	\$1725.50	\$0.00
1.2.4	SIP Support Charge	1	\$0	\$0	\$0.00	\$0.00
1.2.5	Block of 20 DID's	1	\$1.4	\$0	\$1.40	\$0.00
1.2.6	SIP Call Path - Site & Core Redundancy install	1	\$0	\$0	\$0.00	\$0.00
1.2.7	SIP Customer Provided SBC	1	\$0	\$0	\$0.00	\$0.00
1.2.8	Bolt-on 20,000 LD Minutes	1	\$400	\$0	\$400.00	\$0.00
2	Warren County Telecommunications,360 E Lytle 5 Points Rd,SPRINGBORO,OH 45066USA					
2.1	Product: SIP Trunking Order Type: Acquisition - New Contract Term:60 months					
2.1.1	SIP Customer Provided SBC	2	\$0	\$0	\$0.00	\$0.00
2.1.2	Standard 1,500 free minutes with \$0.03/min overage	1	\$0	\$0	\$0.00	\$0.00
2.1.3	SIP Support Charge	1	\$0	\$0	\$0.00	\$0.00
2.1.4	Block of 20 DID's	100	\$1.4	\$0	\$140.00	\$0.00
2.1.5	SIPSVC	1	\$0	\$0	\$0.00	\$0.00
2.1.6	SIP Call Path - Site & Core Redundancy	1	\$14.5	\$0	\$14.50	\$0.00
2.1.7	SIP Call Path - Site & Core Redundancy install	1	\$0	\$0	\$0.00	\$0.00
2.2	Product: IPVPN Order Type: Acquisition - New Contract Term:60 months					
2.2.1	Ethernet 100.0 Mbps	1	\$645	\$0	\$645.00	\$0.00
2.2.2	IPVPN Port 100Mbps	1	\$0	\$0	\$0.00	\$0.00
2.2.3	SIP	1	\$0	\$0	\$0.00	\$0.00

Total Monthly Recurring Charge	\$3,051.40
Total One-Time Charge	\$0.00

Customer Initials	Date

EVOLVE EVANTAGE SIP - TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the initial term as stated on the Services Agreement, this Agreement shall automatically renew on a month-to-month basis subject to the then current month-to-month tariff / service agreement rates and the terms and conditions herein. Either Party may terminate the month-to-month service without termination penalty upon thirty (30) days advance written notice to the other Party.

2. DEFINITIONS.

2.1. Internet - A Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).

2.2. Evolve Evantage FUSE Internet Access - the engineering, configuration, installation, maintenance and repair services provided by Cincinnati Bell to Customer necessary to interconnect Customer's network to the Evolve Evantage FUSE Internet Access network for passage to the Internet for data transmission as part of the IP Trunking service described in this Agreement.

2.3. Demarcation Point - The point of physical separation of Cincinnati Bell's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Evolve Evantage Service presented by Cincinnati Bell to Customer including the Integrated Access Device (IAD).

2.4. Local Area Network - A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.

3. EVOLVE EVANTAGE SIP SERVICE DETAIL.

3.1. See Services Agreement for specific product offerings and rates. Service pricing does not include wiring beyond the Demarcation Point. Any requested extension beyond the Demarcation Point and/or inside wiring will be based on Cincinnati Bell's standard time & material statement of work, which Customer will be required to execute.

4. BILLING.

4.1. Cincinnati Bell shall send notice to Customer that service is ready for commercial use ("Service Activation Date") and billing will commence within five (5) business days thereafter. Pricing on Services Agreement does not include charges for taxes, fees, and surcharges, which shall be included in the invoices. Cincinnati Bell reserves the right to examine Customer's credit record and to require a deposit or other security, including payment by credit card, before it provides or continues Service to Customer. Cincinnati Bell will determine, at its discretion, how Customer's deposit or other security will be allocated to satisfy outstanding amounts owed by Customer to Cincinnati Bell. By subscribing to the Service, Customer authorizes Cincinnati Bell to investigate Customer's creditworthiness and agrees, from time to time, to provide appropriate authorizations and financial information as Cincinnati Bell may reasonably request for this purpose.

5. INTERSTATE/INTRASTATE LONG DISTANCE USAGE RATE.

5.1. The Evolve Evantage SIP Service does not include any long distance services. Customer may purchase one (1) discounted "bolt-on" package of allocated minutes per location. Packaged minutes cannot be shared across locations. If no long distance package is selected, rates will be a standard rate that is not discounted. Any long distance minutes in excess of any purchased package will be charged at the standard non-discounted rate.

6. INTERNATIONAL VOICE USAGE RATES.

6.1. Cincinnati Bell's international voice service usage rates, which vary by country, are subject to change upon three (3) days written notice. To view the international voice service usage rates, please visit CincinnatiBell.com or the specified web address as follows: http://www.cincinnati-bell.com/business/long_distance/international_rates/.

7. CALL INCREMENTS AND ROUNDING.

7.1. Non-calling card interstate and intrastate outbound and inbound calls are billed in thirty (30) second increments with six (6) second additional increments thereafter. International outbound with the exception of Mexico will be billed in thirty (30) second increments with six (6) second additional increments thereafter. Calls to Mexico will be billed in sixty (60) second increments with sixty (60) second additional increments thereafter. All calls are rounded up to the nearest cent.

8. SCOPE.

8.1. Cincinnati Bell (i) shall use reasonable commercial efforts to commence provisioning of services to Customer on or before the Service Activation Date, which is scheduled to be the first date of order activation; and (ii) is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested. Usage charges shall be based on (i) the rates for services set forth herein, as applicable; and (ii) actual usage of Cincinnati Bell's network from establishment of a connection between the calling telephone and the called telephone to termination, as determined in Cincinnati Bell's sole discretion.

9. SHORT DURATION CALL PENALTY.

9.1. Notwithstanding anything to the contrary herein, if the percentage of the Customer's completed calls are equal to or less than six (6) seconds in length for any billing cycle meets or exceeds ten percent (10%), Cincinnati Bell may charge an additional \$0.02 for each Short Duration Call during such billing cycle (excluding those Short Duration Calls under the Short Duration Percentage Threshold).

10. NO RESALE.

10.1. Services provided hereunder are for Customer's own use and shall not be resold or provided to third parties.

11. AUTOMATIC DIALER DEVICES.

11.1. Customer acknowledges and agrees that use of auto dialers, predictive dialers or other devices that generate automated outbound calls in conjunction with products and services provided under this Agreement is strictly prohibited. Cincinnati Bell may, in its sole discretion, suspend service for issues pertaining to network congestion due to Customer's use of these devices, revise the pricing herein, or terminate service under this Agreement immediately.

12. MAINTENANCE CHARGES AND ANCILLARY FEES.

12.1. Cincinnati Bell shall maintain its network; however, if Customer requests Cincinnati Bell to send maintenance personnel to perform troubleshooting, who determines that the maintenance required was caused by Customer or Customer's equipment, additional charges will apply.

13. DISCLAIMER OF EMERGENCY 9-1-1 SERVICES.

13.1. Customer is hereby advised that the service; including Emergency 9-1-1 Service, will not function if the customer handset or equipment is moved from the physical address/registered location where service was installed by Cincinnati Bell. Customer is hereby advised that Emergency 9-1-1 Service will not function or be available to Customer with the loss of electrical power or if the Internet access connection is not operational. Depending on the Customer's location, the type of handsets and other equipment Customer uses, the type of equipment used by the public safety access point or other applicable emergency services provider, and the circumstances and conditions of a particular call, Customer may not be connected or Customer's phone number and/or location may not be identifiable to emergency service providers. Customer signature to this contract will serve as acknowledgement that Cincinnati Bell has advised customer of these limitations and that Customer accepts the services with these limitations. In addition to the limitations of liability contained in Federal Law and relevant State Statutes, Cincinnati Bell shall not be liable for any damages or other relief arising out of delays, mistakes, omissions, interruptions, misrouting of 9-1-1 calls, errors or defects in performance (including, but not limited to, problems with or outages of equipment) hereunder.

14. PROVISION OF EVOLVE EVANTAGE FUSE INTERNET ACCESS.

14.1. If Evolve Evantage SIP service is being provided via Cincinnati Bell Ethernet Services or IP/VPN, this Section shall not apply.

14.2. The provisioning of Evolve Evantage FUSE Internet Access will include the maintenance and repair required to maintain the Evolve Evantage FUSE Internet Access service in proper working order on Cincinnati Bell's side of the Demarcation Point.

14.3. Evolve Evantage FUSE Internet Access will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Evolve Evantage FUSE Internet Access. Cincinnati Bell reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in the Scope Section. If maintenance affects Customer, Cincinnati Bell will use reasonable efforts to notify Customer in advance.

14.4. Cincinnati Bell will furnish Customer with Internet Protocol (IP) addresses within five (5) business days of receipt of executed Agreement.

14.5. Unless otherwise agreed in writing, Cincinnati Bell will provide Evolve Evantage FUSE Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.

14.6. The electrical signals of Evolve Evantage FUSE Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

15. CUSTOMER OBLIGATIONS.

15.1. Customer acknowledges billing for Service will commence when Cincinnati Bell's transport facility is provisioned and facility channels are turned up for local service per terms outlined in the Billing Section of this Supplement.

15.2. Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as Cincinnati Bell may reasonably require in connection with performing its obligations hereunder. Customer will permit Cincinnati Bell reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing Service hereunder.

15.3. The Customer is responsible for communicating with its Phone and IT Vendors about any Service change and ensuring the Phone and IT Vendors are present at the proposed time and date of the Service cutover. Cincinnati Bell will give the Customer five (5) days prior notice of the actual cutover date to ensure enough time is given to the Customer to coordinate with their Phone and IT Vendors. Cincinnati Bell is not responsible for any configuration to the Customer's phone system or any data network re-configuration. The cost of phone and network re-configuration will be the sole responsibility of the Customer. If the Customer does not have an IT or Phone Vendor, Cincinnati Bell will provide a quote to perform services or will assist with referring the Customer to a Cincinnati Bell approved Vendor. A late fee of \$150.00 will be billed to the Customer for cutover date changes made by the Customer that are not communicated in writing (email) and received by Cincinnati Bell forty-eight (48) hours in advance of scheduled cutover date.

15.4. Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with Cincinnati Bell's Evolve Advantage Service.

15.5. Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 14.6, above. Customer shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.

15.6. Without the prior written consent of Cincinnati Bell, Customer will not access, or attempt to access, any equipment or facilities furnished by Cincinnati Bell in connection with this Agreement. Customer agrees to use Internet access only for lawful purposes. Any content that Cincinnati Bell in its sole discretion considers being obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable Cincinnati Bell shall notify Customer of such and Customer shall start corrective action immediately or Cincinnati Bell may terminate Service. Similarly, conduct by Customer that in Cincinnati Bell's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying the Service or any other service provided will not be permitted and Cincinnati Bell shall notify Customer of such and Customer shall start corrective action immediately or Cincinnati Bell may terminate Service. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in USENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of the Service or any other network.

15.7. Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of Service reasonably requested by Cincinnati Bell.

15.8. Client agrees to comply with Cincinnati Bell's policies respecting the Service as provided from time to time, or to which Customer is directed when using the Service. While using the Service, Client shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or Cincinnati Bell's policies. In addition, without incurring liability, Cincinnati Bell may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block Service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

16. PROCEDURES REGARDING THIRD PARTY COMPLAINTS.

16.1. If Cincinnati Bell receives a complaint that any content provided by Customer through the use of the Service, or provided by any party using Customer's account as permitted by this Agreement, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; Cincinnati Bell reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling Customer's access to the Service, and/or (iii) terminating Customer's Subscription, with or without prior notice to Customer.

17. TITLE TO EQUIPMENT AND FACILITIES.

17.1. All equipment and facilities used by Cincinnati Bell in providing Service hereunder will remain the sole property of Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.

18. ACCEPTABLE USE.

18.1. If Cincinnati Bell becomes aware, through subscriber complaints or otherwise, of any Content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, Cincinnati Bell shall have the right, but not the responsibility, to immediately remove such Content and/or to terminate Service without notice. This policy applies to any Content made available by Customer, Customer's clients, or generally made available through Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "Content") that is transmitted through the Customer Account and/or make available on or through the Customer Web site or any of the Customer's clients web sites.

19. SUSPENSION OR RESTRICTION OF SERVICE.

19.1. Cincinnati Bell may suspend or restrict the use of Service (i) upon prior notification if the operations or efficiency of the Service is impaired by the use of the Account; or (ii) at any time any amount is past due from Customer to Cincinnati Bell; or (iii) at any time there has been or is any breach of these Terms and Conditions. Cincinnati Bell shall have no responsibility to notify any third party of such termination or suspension.

20. SERVICE LEVEL AGREEMENT.

20.1. The standards described herein do not include periods of non-attainment resulting in whole or in part from one or more of the following causes: (i) Any act or omission by Customer, its contractors, agents, or any other entity over which Customer exercises control or has the right to exercise control; (ii) Scheduled maintenance; (iii) Labor strikes; (iv) Force Majeure events; (v) Any act or omission on the part of a third party; (vi) First month of Service for this particular service element.

20.2. Cincinnati Bell guarantees the availability of Customer's voice and data network, where applicable, through the Evolve Advantage network, the Public Switched Telephone Network, and to the Internet 99.9% of the time. This availability will be determined by verification that Customer's network is "reachable" 99.9% of the times checked from the furthest point in the Evolve Advantage network. For each 0.1% below the 99.9% stated availability, Cincinnati Bell will credit Customer 10% of monthly recurring charges up to 30% in total.

20.3. Cincinnati Bell will use its best efforts to repair any inoperable Voice or FUSE Internet Access port within four (4) hours after Customer has notified Cincinnati Bell that such port is inoperable by opening a trouble ticket with Evolve Advantage repair. If such port remains inoperable for more than eight (8) hours after Customer has notified Cincinnati Bell that such port is inoperable, Cincinnati Bell will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.

20.4. The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be Cincinnati Bell's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

20.5. Cincinnati Bell is providing a clear channel T1 or Metro Ethernet Services, on which the Customer can run multiple applications - voice and data. Voice is given priority across the network. If the Customer is installed using G.711 (uncompressed voice), the Customer will use approximately 80 Kbps per active call. If G.729 (compressed voice) is used, the Customer will use approximately 32 Kbps per active call. When no voice calls are present, all of the bandwidth will be available for Data applications. Cincinnati Bell refers to this as Dynamic Bandwidth Allocation.

21. MOVE/CHANGE OF SERVICE LOCATION.

21.1. If a Customer moves their business to another location within Cincinnati Bell's operating territory (Cincinnati/Northern KY/Dayton markets only) prior to the expiration of the then current Term, the Agreement will move with them, however, the Customer will pay for all standard installation and Service charges associated with moving the Service ("Move Charges"). The Agreement will continue with the original expiration date and rate structure. Termination charges will apply if Customer terminates any of the existing Service. In the event the Customer is in the Agreement for more than twelve (12) months prior to requested move, Customer may resign a new thirty-six (36) month term and Cincinnati Bell will waive the associated Move Charges.

21.2. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Evolve Advantage Service prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the Service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

22. TERMINATION CHARGES.

22.1. Either Party may terminate this Agreement or disconnect, in whole or in part, any services hereunder at any time and without cause upon thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, if Customer terminates any Service for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the end of the then-current Term, Customer shall (i) reimburse Cincinnati Bell for all waived costs of the implementation of such Service(s) and (ii) pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.

ANY DISTANCE IP VPN ENTERPRISE SERVICE – TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the initial term as stated on the Services Agreement sheet, this Supplement shall automatically renew on a month-to-month basis subject to the then current month-to-month tariff / service agreement rates and the terms and conditions herein. Either Party may terminate the month-to-month service without termination penalty upon thirty (30) days advance written notice to the other Party.

2. DEFINITIONS.

2.1. After Hours Activations - means Customer requests for service activations outside of the standard operating business hours between 8:00am – 5:00pm EST.

2.2. Customer Port - shall mean a port on the IP VPN Network, which is designated for Customer's use in conjunction with IP VPN Enterprise Service.

2.3. Any Distance IP VPN Services - includes a portfolio of Virtual Private Network ("VPN") services for dedicated site-to-site communications via Multi-Protocol Label Switching ("IP VPN ") or Virtual Private LAN Service ("VPLS"). Hereafter, IP VPN or VPLS may each be referred to as an "IP VPN Enterprise Service" or collectively referred to as "Any Distance IP VPN Enterprise Services".

2.4. IP VPN - is a VPN service, which provides private Internet Protocol ("IP") connection(s) between two (2) or more sites or locations ("IP VPN Service"). IP VPN Service is provided over Any Distance's MPLS Network backbone. Customers selecting an IP VPN Enterprise Service must purchase a minimum of two (2) IP VPN ports in order to set up a dedicated site-to-site connection. IP VPN Service will be connected to each site (including third-party sites designated by Customer) (together, "Customer Sites") through a Customer port at either (i) a Circuit location address, or (ii) a point-of-presence ("POP"), in each case as specified in the Service Order. Customer Sites will be connected to a port at one (1) or more Any Distance IP VPN Enterprise Network POPs at a fixed data transmission rate.

2.5. Class of Service ("CoS") - provides the ability to prioritize certain identifiable traffic flows between IP VPN Enterprise Network ports. CoS rates shall be specified in the applicable Service Order. Notwithstanding the foregoing, Customer is solely responsible for selection of classes of service and selection of the distribution percentages of the bandwidth by class over the port. Performance of Customer's traffic is limited solely to the class-compliant traffic.

3. TITLE OR RISK OF LOSS OF EQUIPMENT.

3.1. For equipment sold and installed to Customer by Any Distance, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

3.2. For all other equipment used in the provision of services under this Agreement, including the Managed Router Service option, title shall remain solely with Any Distance or it's assigns, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Any Distance will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Any Distance for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

4. CUSTOMER OBLIGATIONS / MAINTENANCE CHARGES AND ANCILLARY FEES.

4.1. Customer is responsible for providing accurate network design specifications and, including but not limited to, correct physical address. Notwithstanding anything to the contrary elsewhere in this Agreement, Customer agrees to reimburse Any Distance for any direct, indirect, or consequential damages suffered as result of a breach of a Customer duty under this Section.

4.2. Any Distance shall maintain its network; however, prior to requesting repair service from Any Distance, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. If Any Distance determines that the maintenance required was caused by Customer or Customer's equipment, additional charges will apply. Customer will cooperate with any joint testing of the Service reasonably requested by Any Distance.

4.3. Any Distance shall provide services up to the network demarcation point which shall be located at the minimum point of entry ("MPOE"). MPOE is defined as either the closest practicable point to where the network wiring/facilities cross the property line or the closest practicable point to where the network wiring/facilities enters a multiunit building (47 CFR § 68.105). The Customer is responsible for all inside wiring from the demarcation point/MPOE to Customer's location. If extensions of inside wiring on Customer's side of the demarcation point/MPOE are required, Customer can request Any Distance to install additional inside wiring or to contract with a third-party contractor to perform such service in accordance with this Section. Any Distance will not provide inside wiring extensions in campus environments such as, but not limited to, hospitals or colleges, military bases, and shopping malls. Sufficient advance notice will be required for Any Distance to coordinate resources for Customer wiring extensions. The Customer will reimburse Any Distance for any extension work performed by Any Distance or by supplier contracted on behalf of Any Distance on a time and materials basis. It is the Customer's responsibility to verify that the inside wiring has been extended from the demarcation point/MPOE to the correct location prior to service turn-up. Following installation and testing to determine that the wiring is fully functional, Any Distance will not own nor be responsible for the maintenance or repair of any inside wiring on Customer's side of the demarcation point/MPOE nor will Any Distance take responsibility for the performance of the extended inside wiring beyond the test and acceptance of the service.

4.4. Extensions of Inside Wiring on the Customer's side of the demarcation point/MPOE.

A. If ordered, Any Distance and/or its contractor will perform a simple wire extension, jack mount (RJ45 or RJ48) or wiring block connection for T1 Local Loops and test as follows:

- (i) Any Distance and/or its contractor shall have the sole discretion to determine the appropriate length of extension in each application.
- (ii) Any Distance will perform a simple wire extension through the drop ceiling (no conduit or coring required). Any Distance may be able to take advantage of existing conduit, but is not required to install additional or new conduit.
- (iii) Any Distance will connect the jack to the incoming T1 line at Customer's location and perform a test of the T1 line for functionality.
- (iv) Any Distance does not provide non-standard installation. Non-standard installation includes, but is not limited to, any installation that
 - (a) is on an exterior wall,
 - (b) requires wiring between multiple floors,
 - (c) involves a ceiling height that is not reachable safely from an 8 foot ladder, or
 - (d) requires additional steps to meet unique or stringent requirements of building owners or management. Any Distance and its contractors (ILEC, CLEC or independent contractors) shall have the sole discretion to determine whether an installation is simple or complex (non-standard).

4.5. Expedite Charges are applicable when a Customer requests a sooner due date than is determined after order for services has been placed. Charges are applicable for the request for expedite whether or not installation of the inside wiring is successfully expedited. Expedite charges are applicable per loop expedited and all other access loops are priced at the time of request and are solely dependent on all parties involved in service provisioning. The following expedite charges shall apply where applicable:

- DS1 circuits - \$1,500.00 one-time fee per circuit plus all additional third-party expedite fees associated with the request.
- DS3 circuits or above - \$2,500.00 one-time fee per circuit plus all additional third-party expedite fees associated with the request.

- 10MB Ethernet circuits and above - \$2,500.00 one-time fee per circuit plus all additional third-party expedite fees associated with the request.

4.6. Service activations requested by the customer outside of the standard hours of operations defined in this agreement as 8:00 am – 5:00 pm EST shall carry a one-time fee of \$200.00 per location.

5. GENERAL.

5.1. All prices and rates herein are exclusive of federal, state and local taxes, surcharges, move/add/reconfiguration changes, additional IP addresses and any other one-time non-recurring charges unless otherwise noted. Any regulated services not listed herein which are provided by Any Distance to Customer, shall be governed by the rates, terms, and conditions of the appropriate service agreement and/or tariff. Any Distance shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the IP VPN Enterprise service. Standard Customer Network Management ("CNM") web tools are also offered in conjunction with the IP VPN Enterprise service. All Services are subject to Any Distance's acceptance of any Customer Order and availability. Order acceptance shall be subject to the terms of this Supplement unless specified otherwise by Any Distance. Any and all local access or other services shall be provided on an individual case basis ("ICB") and shall be subject to terms and rates specified on the applicable Customer Service Order(s). Customer will be billed for IP VPN Enterprise service via an Any Distance invoice, which may include other Any Distance services provided under separate agreement/tariff.

5.2. **Facility Availability Disclaimer.** Quotes and installation due dates are provided based on assumed availability of access services at Customer's designated location. There may be instances when facilities are not available from the local exchange provider or, in cases of new construction; facilities have yet to be constructed. In such cases, Any Distance cannot be held liable for missed dates or additional construction costs associated with the construction of local service facilities. Any Distance will notify the Customer of estimated construction charges and Customer may elect to cancel this Agreement without penalty or agree to pay for charges for construction at that time. If Customer terminates this Agreement after construction has commenced, Customer agrees to pay Any Distance construction costs incurred prior to the cancellation. Any Distance also may cancel the order without liability if deemed necessary.

5.3. **Customer to Provide Authorization.** Customer is responsible for providing Any Distance with all requisite authorization to access, install, deliver, repair, and maintain, as may be necessary, the Services at Customer's premises, location, facility, building, or the like. If Customer has authority to grant Any Distance these rights, Customer must do so in writing. If Customer does not have authority to grant Any Distance these rights, Customer must obtain such authorization on behalf of Any Distance from the proper party (for example, its landlord, parent company, affiliate, building manager, etc.), in writing, and Customer has an ongoing duty to maintain such authorization on behalf of Any Distance at all times during the Term. Any Distance will have no obligation to perform under this agreement until (and unless) the authorization conditions set forth in this paragraph are fulfilled.

5.4. **Content.** Any Distance does not operate or control the content transported via the Any Distance IP VPN Services by Customer or its End-Users. Any Distance shall have no liability or responsibility for the content of any communication transmitted via the Any Distance IP VPN Enterprise Services hereunder.

5.5. Any Distance IP VPN Enterprise Service Level Agreement ("SLA") is attached hereto as Exhibit A.

6. TERMINATION CHARGES.

6.1. If Customer terminates Any Distance IP VPN Enterprise service prior to the end of the then current Service Term, Customer shall reimburse Any Distance for all costs of the implementation of such service(s). If Customer terminates any service prior to end of its then current Term after service is activated, Customer shall pay the following fees if applicable: (a) all unpaid charges for service previously rendered; (b) a termination charge based upon the following schedule (unless Any Distance can demonstrate the amount is insufficient in retiring the costs incurred to provide the service, including but limited to, capital, vendor and/or administration fees):

- (i) one hundred percent (100%) of the remaining contract value for months 1-12;
- (ii) seventy-five percent (75%) of the remaining contract value for months 13-24;
- (iii) fifty percent (50%) of the remaining contract value for months 25-36;
- (iv) forty percent (40%) of the remaining contract value for months 37-48;
- (v) twenty-five percent (25%) of the remaining contract value for months 49-60; and

(c) one hundred percent (100%) of all fees/charges previously waived by Any Distance. The termination charge will apply and be considered, to be liquidated damages and will be Any Distance's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained herein is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein.

Exhibit A – Any Distance IP VPN Enterprise Service Level Agreement

(A) DOMESTIC IP VPN SERVICE LEVEL AGREEMENT (SLA)

The following applies to Any Distance's domestic IP VPN Services and do not apply to the Any Distance Supported Router Service. Supported Router Service SLA is listed below.

Measurement Parameter	Class of Service			
	Voice	Video	Priority Data	Best Effort
Average Availability*	99.99%	99.99%	99.99%	99.99%
Average Data Delivery (Throughput)*	99.99%	99.95%	99.95%	N/A
Average Round Trip Delay (Latency) – Core Nodes*	50 ms	50 ms	50 ms	N/A
Jitter (one way)*	10 ms	N/A	N/A	N/A

Figure 1

Customer must allow Any Distance read SNMP access to Customer Edge (CE) routers for SLA's to be applicable for receipt and return of test traffic.

SLA.1: Domestic Availability

The following service level applies to all classes of service.

Any Distance will use commercially reasonable efforts to make Customer Ports associated with the IP VPN Services available to pass traffic to and from the Customer core Provider Edge (PE) router port and other components of the core IP VPN Enterprise Network. Any Distance compliance with SLA1 is based on Any Distance's calculation of "Monthly Service Unavailability," which for purposes hereof is defined as the number of minutes in a calendar month the Customer PE Port on the IP VPN Enterprise Network experiences an Outage ("Domestic Availability SLA"). For purposes of this the Domestic Availability SLA, an "Outage" is defined as a period during which the IP VPN Enterprise Service at the PE is unavailable to Customer to pass traffic via the IP VPN Enterprise Network. Any Distance's calculation of Monthly Service Unavailability will not include any Outage period resulting from: (a) any Excused Outage; (b) failure of any CB AD or Customer-ordered local access circuits which includes the Any Distance Aggregation Router and/or Local loop port interface; (c) failure of Customer's applications or equipment; or (d) acts or omissions of Customer or any user of the Service authorized by Customer.

An Outage is deemed to commence upon Any Distance's verification of stated Outage in the trouble ticket submitted by Customer; this verification will be conducted by Any Distance Operations personnel. An Outage is deemed to terminate upon the closing of the same trouble ticket (or the termination of the downtime, if sooner) less any time Any Distance is awaiting additional information or premises testing from Customer. Customer will not be entitled to credits under the Domestic Latency, Domestic Data Delivery or Domestic Jitter SLAs for the affected Customer Port to the extent any such failure is related to the Outage under the Domestic Availability SLA.

Upon Customer request, Any Distance will calculate Customer's Monthly Service Unavailability as calculated across all nodes on a Customer's network in a given month. If Any Distance fails to comply with the Availability SLA, Customer, upon request, will be entitled to a credit off of the monthly recurring port charge (s) for the affected Customer Port (s), based on the below credit matrix.

Total Port Availability calculated across entire Customer network	Customer Credit*:
(99.89%-99.99%)	5%
(99.44%-99.89%)	10%
(98.89%-99.44%)	20%
(98.33%-98.89%)	30%
(97.78%-98.33%)	40%
(96.67%-97.78%)	50%
(96.67% or less)	100%

*Calculated using the monthly recurring charges associated with the Customer Port(s) (provisioned on the IP VPN Enterprise Network) that are affected by the Outage.

MTTR (Mean Time to Repair) Credits

Per Site Continuous Service Unavailability (hrs:mins:secs)	Customer Credit *: Credit starts after 4 hours
04:00:01 – 08:00:00	10%
08:00:01 – 12:00:00	20%
12:00:01 – 16:00:00	30%
16:00:01 – 24:00:00	40%
24:00:00 or greater	50%

*If the Customer should experience an outage at a particular site, the above credit matrix applies to that affected location for a single outage that last longer than four (4) hours.

**Only one of the above service credit structures applies.

***Credit not to exceed one hundred percent (100%) of monthly service fee

SLA.2: Domestic Latency SLA

The following service level applies to the Voice, Video and Priority Data classes of service only (when CoS is contracted separately). This Domestic Latency SLA is a monthly average round-trip transmission of fifty (50) milliseconds or less between Any Distance's core inter-regional MPLS Network provider edge nodes ("PE Nodes") in the contiguous U.S ("Domestic Latency"). Each calendar month, Any Distance shall measure latency by averaging sample measurements taken between PE Nodes each five minutes.

Upon Customer request, Any Distance will calculate the Domestic Latency. If Any Distance fails to comply with Domestic Latency, Customer, upon request, will be entitled to request a credit equal to five percent (5%) of the Customer's monthly recurring charge for the IP VPN Service elements (provisioned via the IP VPN Enterprise Network) with respect to which the Domestic Latency has not been met.

SLA.3: Domestic Data Delivery SLA

The following service level applies to the Voice, Video and Priority Data classes of service only (when CoS is contracted separately). This Domestic Data Delivery SLA is a measurement of delivered packets on the IP VPN Enterprise Network measured as an average over a one calendar month period per CoS. Monthly Domestic Data Delivery SLAs are defined in Figure 1 above. Data not delivered due to Customer introduction of traffic in excess of contracted service shall be excluded from the Domestic Data Delivery SLA.

Upon Customer request, Any Distance will calculate the average monthly Domestic Data Delivery SLA. If the Domestic Data Delivery SLA percentage does not meet the guaranteed metric per traffic class within any calendar month, Customer, upon request, will be entitled to request a credit equal to five percent (5%) of the monthly recurring charge for affected IP VPN Service elements (provisioned via the IP VPN Enterprise Network) with respect to which the Domestic Data Delivery SLA has not been met. If the Domestic Data Delivery SLA does not meet guaranteed metric due to an Outage, the Domestic Availability SLA will then apply and will replace the Domestic Data Delivery SLA credit for the affected IP VPN Service elements (provisioned via the IP VPN Enterprise Network) with respect to which the Domestic Data Delivery SLA has not been met.

SLA.4: Domestic Jitter SLA

The following service level applies to the Voice class of service only (when CoS is contracted separately). This Domestic Jitter SLA endeavors to meet a monthly average of one-way jitter of ten (10) milliseconds or less between PE in the contiguous U.S; each calendar month, Any Distance shall measure jitter by averaging sample measurements taken between PE Nodes each five minutes ("Domestic Jitter SLA").

Upon Customer request, Any Distance will calculate the average Domestic Jitter SLA. If Any Distance fails to comply with this the Domestic Jitter SLA, Customer, upon request, will be entitled to request a credit equal to five percent (5%) of the Customer's monthly recurring charge for the affected IP VPN Service elements (provisioned via the IP VPN Enterprise Network) with respect to which the Domestic Jitter SLA has not been met.

(B) DOMESTIC MANAGED ROUTER SERVICE LEVEL AGREEMENT

IP VPN SLA does not apply to any Supported Router Service purchased under this Agreement. Customer-owned wiring is also excluded from any SLA provided under this Agreement. The choice of maintenance package in Exhibit A determines the maintenance response time target for the router should it be determined by Any Distance that an on-premise visit is required.

ETHERNET- TERMS AND CONDITIONS SUPPLEMENT

1. TERM.

1.1. After expiration of the initial term as stated on the Services Agreement, this Agreement shall automatically renew on a month-to-month basis subject to the then current month-to-month tariff / service agreement rates and the terms and conditions herein. Either Party may terminate the month-to-month service without termination penalty upon thirty (30) days advance written notice to the other Party.

2. DEFINITIONS.

2.1. Ethernet. The engineering, installation, maintenance and repair services provided by Cincinnati Bell to Customer necessary to interconnect multiple LANs to form a MAN for data transmission.

2.2. Customer's location. A location specified by the Customer for the purposes of terminating network such as the Customer's premises or the building where the off-premises extension terminates.

2.3. Demarcation Point. The point of physical separation of Cincinnati Bell's network, and associated responsibilities, from Customer's network and associated responsibilities. The location of the Demarcation Point shall be the physical interface for Ethernet service presented by Cincinnati Bell to Customer.

2.4. Local Area Network (LAN). A network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.

2.5. Metropolitan Area Network (MAN). A network connecting computers and other peripheral equipment for data communications over a larger geographical area than a LAN, usually within a city or region.

2.6. Permanent Virtual Circuits (PVC). A static logical connection used in packet and cell switched networks between two end points. Permanent Virtual Circuits support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each permanent circuit in the network.

2.7. Quality of Service (QoS). Defined as a way to prioritize service for applications that are sensitive to latencies or delays. It is the primary form of intelligent bandwidth management that allows service levels to be specified for different traffic types.

2.8. Unprotected Ethernet. The standard Ethernet service.

2.9. Virtual LAN (VLAN). A static logical connection used in packet networks for point-to-point, point-to-multipoint, and multipoint-to-multipoint. Virtual LANs support long-term ongoing connections between data termination equipment. Permanent logical paths are assigned exclusively to each VLAN in the network, and are enforced by using VLAN Tagging.

2.10. VLAN Tagging (802.1q). A way to label different traffic types so they may be differentiated from each other. It is another form of intelligent bandwidth management that can allow service levels for different traffic types.

3. SERVICES AND RATES.

3.1. Ethernet service will be provided as specified on the attached Pricing Agreement.

3.2. Customer may move the location of its Ethernet service to a location where sufficient central office capacity and outside plant facilities are available and retain the current contract term and monthly rates, but initial nonrecurring charges will be reapplied. The termination charges outlined in this Supplement are applicable if Customer terminates this Agreement because of a move to a location where sufficient central office capacity or outside plant facilities are not available.

3.3. Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.

3.4. Customer may add additional ports to its Ethernet service at the rates in effect at the time of such addition, provided Cincinnati Bell has sufficient existing equipment capacity and outside plant facilities to support such addition. If sufficient equipment capacity or outside plant facilities are not available, Customer will be responsible for any special construction or other charges required adding such additional port(s) to its Ethernet service.

3.5. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Ethernet service.

4. PROVISIONING.

4.1. Cincinnati Bell will provide Ethernet service for one or more of the following types of LANs, as specified by Customer on the attached Services Agreement: Ethernet LANs operating at a variety of speeds. Permanent Virtual Circuits (PVC) and/or VLANs, facilities redundancy, and other "optional" features relating to Ethernet are also available to Customer at rates, terms and conditions to be agreed upon.

4.2. Cincinnati Bell will provision Ethernet service in proper working order on Cincinnati Bell's side of the Demarcation Point by the agreed upon installation date. Customer will provide appropriate environmental conditions for Cincinnati Bell's customer premise equipment, which shall include, but not be limited to the following: 110/125 volt AC; 15 or 20 amp non switched circuit on UPS, if possible; Standard 110 3 – prong grounded outlet. Temperature between 40 and 100 degrees F. Humidity between 5% and 90% non-condensing. Security Access to this space that houses the Ethernet Service equipment must be restricted to authorized personnel only

4.3. Ethernet will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair Ethernet. Cincinnati Bell reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Cincinnati Bell will attempt to notify the Customer in advance according to the attached Ethernet Service Agreement.

4.4. If a major outage to Cincinnati Bell's network occurs, including Ethernet, Cincinnati Bell will use reasonable efforts to restore Ethernet service as soon as reasonably possible, subject to any federal or state laws or regulations that may specify priority for restoration of telephone service, including without limitation, the National Security Emergency Preparedness Telecommunications Service Priority System.

4.5. Cincinnati Bell will furnish Customer with a telephone number, which Customer will use to report any trouble with Ethernet.

4.6. Unless otherwise agreed in writing, Cincinnati Bell will provide Ethernet service for data transmission only.

4.7. The electrical signals of Ethernet operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 384 Kbps, 768 Kbps, 1.544 Mbps, 3 Mbps, 4.5 Mbps, 6 Mbps, 10 Mbps, IEEE Standard 802.3 or 100 Mbps and 1000 Mbps (a.k.a., GigE or 1 Gigabit), IEEE Standard 802.3u (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).

4.8. Ethernet supports the following interfaces:(i) RJ45 10 base T and 100 base T connections, for Ethernet LANs operating at a variety of speeds, and (ii) SX or LX Gigabit Interface Connectors for Ethernet LANs operating at a Native Mode of 1000 Mbps (a.k.a., GigE or 1 Gigabit).The standard equipment setting for a 1.5Mbps to 10Mbps circuit is 10Mbps full duplex setting. Circuit speed greater than 10Mbps, but, less than 100Mbps will be hard-coded 100Mbps full duplex setting. Gig-E speed is set at auto-negotiate.

4.9. An initial port is required in order to provide Ethernet to a Customer's location. Additional ports are only available to a Customer's location with at least one initial port.

4.10. Additional port discounts do not apply to different Customers at the same location.

4.11. The Customer must subscribe to the initial port in order to subscribe to an additional port. If the initial port is terminated at a Customer's location, then all Ethernet service will be terminated at that location unless Customer wants to re-specify one of the additional ports as the initial port with the appropriate rates applied. An additional port can be terminated without terminating the initial port to a Customer's location.

4.12. If the Customer subsequently orders an additional port and the contract period for the initial port has not expired, then the following applies: a) the contract period selected for an additional port must be equal or shorter than the remaining contract for the initial port or b) the contract period for the initial port will be extended to be coterminous with the contract period selected for the additional ports.

5. REPAIR – RESPONSE TIME.

5.1. Cincinnati Bell will use its best efforts to repair any inoperable Ethernet port within four (4) hours after a reactive or proactive trouble ticket is opened with Cincinnati Bell that such port is inoperable. If such port remains inoperable for more than eight (8) hours after a trouble ticket has been opened, Cincinnati Bell will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable. The total amount of all credits for any one (1) inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be Cincinnati Bell's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

5.2. Performance Standards of the Ethernet Network are as follows: Mean time to respond at the port level: 30 minutes and Mean time to repair at the port level: 2 hours. Response Time shall mean that Cincinnati Bell is aware of the problem, and a ticket is opened either reactively or proactively and Cincinnati Bell is beginning to take action to resolve the issue.

6. MAINTENANCE.

6.1. When a Customer reports a trouble to Cincinnati Bell and the problem is not found in the Cincinnati Bell's facilities, the Customer is responsible for a payment of Maintenance of Service charge for the period of time from when the technician is dispatched to when the work is completed. The Maintenance of Service charges is as follows: (a) \$ 31.50 for the first fifteen (15) minutes or fraction thereof and (b) \$ 9.00 for each additional fifteen (15) minutes or fraction thereof.

6.2. If Cincinnati Bell personnel initially fail to find trouble in Cincinnati Bell facilities, but later discover that the trouble was indeed facilities related, then Maintenance of Service charges will not apply.

6.3. Cincinnati Bell can continue to test/diagnose the problem on the Customer's premise at the rate of \$175.00 per hour, billable in half-hour increments, with a two-hour minimum.

6.4. Cincinnati Bell can also be contracted to engineer and optimize the Customer's network by working on the Customer's premise. The rate for this enhanced service is \$250.00 per hour, billable in half-hour increments, with a two (2) hour minimum. This service would typically be independent of a troubleshooting dispatch, or in conjunction with a major problem/initiative, and would be initiated by the Customer.

7. CANCELLATION, DELAY OR MODIFICATION OF SERVICE ORDERS

7.1. Cancellation of Service Order. If Customer cancels a Service Order before Cincinnati Bell has completed installation of the Ethernet service, Customer must reimburse Cincinnati Bell for its costs. If Customer cancels a Service Order after the Ethernet service has been installed, the termination liability set forth in Section 11 below will apply. All requests by Customer to cancel a pending Service Order are effective only if provided in writing.

7.2. Requests to Delay Installation. Customer may request to delay installation for up to thirty (30) days following the original Firm Order Commitment ("FOC") due date for no charge if such request is provided in writing to Cincinnati Bell within two (2) business days of receiving the FOC due date. If Customer submits its request to delay installation after the two (2) business days after receipt of the FOC, then Cincinnati Bell will bill \$100.00 for any request to change the FOC due date. However, if the customer requests a change of due date within five (5) business days prior to the communicated FOC due date, Cincinnati Bell will charge \$300.00 for the FOC due date change.

7.3. Failure to Notify of Installation Delay. If the Customer fails to notify Cincinnati Bell of an installation delay pursuant to Section 7.2 above, Cincinnati Bell will bill for the Monthly Recurring Charge for such Ethernet service from the original FOC due date to the actual date of installation. Customer will be required to notify Cincinnati Bell in writing to reschedule an installation date.

7.4. Modification of Service Orders. If Customer requests modifications to pending Service Orders, Customer must reimburse Cincinnati Bell for its actual costs incurred in reengineering and modifying the Ethernet service, including any third-party charges assessed against Cincinnati Bell as a result of such modification.

8. TESTING.

8.1. Cincinnati Bell will notify Customer when the Ethernet service has been successfully installed, on a circuit-by-circuit basis, and is available for Customer's use ("Service Date"). Unless Customer notifies Cincinnati Bell by the close of the second business day following the Service Date that the Service is not operational, the Service Term will commence on the Service Date. Customer also has thirty (30) days following the Service Date to conduct additional testing of the Ethernet services. If such testing indicates that the Ethernet service is not operating properly, and Customer notifies Cincinnati Bell and reasonably identifies the problem, Cincinnati Bell will work with Customer to remedy the problem. If Cincinnati Bell reasonably determines that the problem is due to Cincinnati Bell's Network or Cincinnati Bell Equipment or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, then Customer will be credited for the MRCs associated with the Ethernet service from the Service Date through the date that the Ethernet service is made operational. If Cincinnati Bell reasonably determines that the problem is not being caused by Cincinnati Bell's Network, Cincinnati Bell Equipment, or third-party telecommunications facilities arranged by Cincinnati Bell on Cincinnati Bell's side of the demarcation point, the Service Date will remain unchanged. Cincinnati Bell is not responsible for testing failures resulting from problems with Customer's equipment.

9. BILLING AND PAYMENT.

9.1. Unless Customer notifies Cincinnati Bell otherwise, charges for Ethernet services will commence on the Service Date as defined in Section 8 above. The Service Date will not be delayed due to Customer's failure to be ready for delivery of the Ethernet service on the agreed upon installation date.

10. TITLE TO EQUIPMENT AND FACILITIES.

10.1. All equipment and facilities used by Cincinnati Bell in providing Dedicated FUSE Internet Access service hereunder will remain the sole property of Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.

10.2. Upon disconnection of Ethernet service, Customer agrees to allow Cincinnati Bell reasonable access to its facility in order to recover Cincinnati Bell-owned, customer edge equipment within thirty (30) days of the disconnection date. In the event Customer does not allow Cincinnati Bell reasonable access to its facility within thirty (30) days of the disconnection date, Customer agrees to pay an "unclaimed equipment fee" equal to the amount of Cincinnati Bell's actual cost incurred for the customer edge equipment. The actual cost for the service access switch model D fee is \$1,000. The actual cost for the service access switch model T fee is \$5,000.

11. TERMINATION CHARGES.

11.1. In the event that Ethernet service is terminated by Customer for convenience or for reasons other than Cincinnati Bell's breach of this Agreement prior to the expiration of the then-current Term, the Customer will pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term

11.2. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Ethernet prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

11.3. If nonrecurring charges associated with the installation of Ethernet service are waived and the Ethernet is then terminated prior to the expiration of the Term, the Customer will become liable for payment of the waived charges.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

1.1. The following definitions shall apply to this Agreement and, unless otherwise provided therein, shall also apply to the Supplements. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "Agreement" shall be deemed to refer to the entire agreement between the Parties consisting of this Agreement and includes each Supplement.

1.2. Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.

1.3. Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.

1.4. Party - means (i) Cincinnati Bell parent company, its affiliates and subsidiaries (collectively "Cincinnati Bell") or (ii) Customer; and "Parties" means (i) and (ii).

1.5. Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.

2. SERVICES.

2.1. The applicable rates, fees, commissions and charges for a particular service to be provided by Cincinnati Bell pursuant to the Supplement(s) will be on the Services Agreement sheet. Any other regulated services not listed on the Supplements which are provided by Cincinnati Bell to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Supplement Service. The specific terms and conditions applicable to the particular services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth in the Supplement(s). Any future Supplements entered into between the parties shall reference and be governed by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

3. EQUIPMENT WARRANTY, USE AND MAINTENANCE.

3.1. If applicable, Cincinnati Bell will maintain the equipment used to provide service under the applicable Supplements, in good working order during the term specified on the Services Agreement sheet, except CPE provided as part of any Ethernet service, subject to the exclusions set forth under Section four (4) entitled Warranty Exclusions. Customer will permit Cincinnati Bell access to equipment on Customer's premises used to provide service hereunder and Cincinnati Bell will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of Cincinnati Bell. Customer will not make any modifications to the equipment used to provide service hereunder without the written permission of Cincinnati Bell and will pay the cost of any repairs necessitated by unauthorized work.

4. WARRANTY EXCLUSIONS.

4.1. The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow Cincinnati Bell's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-Cincinnati Bell equipment; and (c) abuse, misuse or negligent acts. Cincinnati Bell may perform services in such instances on a time and materials or contract basis.

4.2. Cincinnati Bell will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.

4.3. Except as specified herein and any supplements, Cincinnati Bell, its subcontractors and suppliers (except as expressed in writing by them) make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

5. TITLE OR RISK OF LOSS OF EQUIPMENT.

5.1. For equipment sold to Customer and installed by Cincinnati Bell, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.

5.2. For all other equipment used in the provision of services under any of the Supplements, title shall remain solely with Cincinnati Bell, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. Cincinnati Bell will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to Cincinnati Bell for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or subcontractors.

6. GOVERNING LAW.

6.1. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and the internal laws of such state shall govern the construction, interpretation and performance of this Agreement, without reference to conflicts of law provisions. Any legal action arising under this Agreement must be filed (and thereafter maintained) in a state or federal court located in Hamilton County, Ohio within two (2) years after the cause of action arises.

7. CONFIDENTIAL INFORMATION.

7.1. The parties acknowledge that Customer is governed by the Ohio Public Records Laws. Notwithstanding any statement in this Agreement to the contrary, the Customer's handling of any confidentiality obligations are subject to the limitations of this paragraph. Records (as defined by Ohio Revised Code §§ 149.011 and 149.43) related to this Agreement may be subject to disclosure under the Ohio Public Records Laws. The Customer shall have no duty to defend the rights of Cincinnati Bell or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the Customer will notify Cincinnati Bell of its intent to release records to the requestor. Cincinnati Bell shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the Customer by either accommodating the requestor or pursuing legal remedies to stop the Customer's release of requested information. Said notification shall relieve the Customer of any further obligation under any claim of Cincinnati Bell or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Cincinnati Bell and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

8. RESOLUTION OF DISPUTES.

8.1. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, the Parties may attempt mediation or either Party may seek litigation.

9. TERMS OF PAYMENT.

9.1. Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to Cincinnati Bell undertaking any of the actions set forth in this Agreement, Cincinnati Bell may apply late payment fees or take any action in connection with any other right or remedy Cincinnati Bell may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$10.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any Cincinnati Bell invoice, Customer shall submit to Cincinnati Bell by the Invoice Due Date, full payment of the undisputed portion of any Cincinnati Bell invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. Cincinnati Bell and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after Cincinnati Bell receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cincinnati Bell shall be due within (10) days of resolution of the dispute.

9.2. Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on Cincinnati Bell's net income.

10. TERMINATION.

10.1. Notwithstanding the provisions regarding the Term and Termination Charges of each Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:

10.2. In the event Customer provides timely notice to Cincinnati Bell that it does not intend to renew an automatically renewing contract, Cincinnati Bell will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.

10.3. In the event that one Party breaches any material obligation provided hereunder, excluding payment obligations, or in such Supplement (other than Customer's payment obligations), the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of Cincinnati Bell and the Customer to terminate in any such case shall be in addition to any other rights and remedies they may have hereunder or at law or in equity.

10.4. A Party may, at its option, terminate a Supplement effective immediately upon written notice upon the occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjecting of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

10.5. If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse Cincinnati Bell for the actual expenses incurred by Cincinnati Bell in connection with such modification prior to Cincinnati Bell's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer would have otherwise been responsible.

10.6. Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to Cincinnati Bell. The termination charge will be considered to be liquidated damages and will be Cincinnati Bell's sole remedy against Customer for early termination, except for outstanding charges. The termination liability language contained within the applicable Supplement is not intended to indicate that the Commissions have approved or sanctioned the specific termination charges contained herein. Signatories to the Agreement shall be free to pursue whatever legal remedies they may have should a dispute arise.

10.7. One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

11. INTENTIONALLY OMITTED.

12. RESPONSIBILITIES OF EACH PARTY.

12.1. Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

13. LIMITATIONS OF LIABILITY.

13.1. Cincinnati Bell's liability arising out of the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) arising out of mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall Cincinnati Bell be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not Cincinnati Bell or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "Cincinnati Bell" is deemed to include Cincinnati Bell's parent company, and its respective affiliates and subsidiaries, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of each of them.

13.2. The Parties hereto agree that the termination liabilities and the limitations on liability contained in this Agreement are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of the business risks inherent in this Agreement.

14. SECURITY AND ACCESS.

14.1. Employees and agents of Cincinnati Bell and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

15. WORK ON CUSTOMER'S PREMISES.

15.1. In performance of its obligations hereunder, Cincinnati Bell shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of Cincinnati Bell's noncompliance with any such laws. If Cincinnati Bell's work related to this Agreement involves operations by Cincinnati Bell on the premises of Customer, Cincinnati Bell shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the progress of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, Cincinnati Bell shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of Cincinnati Bell's employees, agents or subcontractors.

16. CUSTOMER OBLIGATIONS.

16.1. Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

17. SYSTEM MAINTENANCE.

17.1. In the event Cincinnati Bell determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, Cincinnati Bell will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by Cincinnati Bell.

18. SUBCONTRACTING.

18.1. Cincinnati Bell may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

19. CHANGES IN LAWS.

19.1. This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request on thirty (30) days' written notice that one or more provisions be renegotiated consistent with the changed circumstances.

20. FORCE MAJEURE.

20.1. No Party shall be held liable for any delay or failure in performance of any part of this Agreement, including any Supplement, caused by a force majeure condition, including fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

21. GOOD FAITH PERFORMANCE.

21.1. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

22. NO LICENSE.

22.1. Except as expressly provided in this Agreement or a Supplement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

23. AMENDMENTS; WAIVERS.

23.1. Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

24. NOTICES.

24.1. All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement and to the extent a notice relates to an alleged breach, termination, or other claim under a Supplement, such notice shall be made in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy and shall be deemed effective upon receipt; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Notices shall be addressed to the parties at the addresses set forth on the Services Agreement sheet.

24.2. Changes in notice designation shall be made in writing and shall be deemed effective upon receipt. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

25. NO RIGHTS TO THIRD PARTIES.

25.1. This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

26. SEVERABILITY.

26.1. If any term, condition, or provision of this Agreement shall be 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 or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

27. ASSIGNMENT.

27.1. Customer will not resell or permit any third party to use any of the services provided by Cincinnati Bell hereunder. Neither Customer nor Cincinnati Bell may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Cincinnati Bell shall not be required to obtain consent in the case of a sale of all or substantially all the assets of Cincinnati Bell or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, Cincinnati Bell shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of Cincinnati Bell.

28. ENTIRE AGREEMENT; CONTINUING OBLIGATIONS.

28.1. The Agreement, which includes the Services Agreement, Terms & Conditions and Supplements, constitutes 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 thereof are superseded and replaced by the provisions of this Agreement.

28.2. Irrespective of any provision contained in this Agreement or in any Supplement to the contrary, Articles 6 through 9 and Articles 12 through 30 of this Agreement shall take precedence over, supersede and control any conflicting provision (or the absence of a provision) heretofore or hereinafter executed by the Parties unless such Article, including any subsection thereof, is expressly identified as the subject of an amendment that is in writing and agreed upon by a representative of each Party having authority to agree to such amendment.

28.3. Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions of Article 7 hereof regarding Confidential Information, Article 8 hereof regarding resolution of disputes, and Article 13 regarding limitations on liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.

28.4. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

28.5. Under federal law, Customer has a right, and Cincinnati Bell has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from Cincinnati Bell, including the amount, type, and destination of Customer's service usage; the way Cincinnati Bell provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to Cincinnati Bell sharing its CPNI with Cincinnati Bell affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the Cincinnati Bell parent company as well as Cincinnati Bell agents and authorized sales representatives, to develop or bring to new products or services to Customer's attention. This consent survives the termination of Customer's service and is valid until Customer affirmatively revokes or limits such consent.

29. REGULATORY APPROVAL; TARIFFS.

29.1. This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements will take precedence and be controlling. The obligations of Cincinnati Bell and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in Cincinnati Bell's tariffs on file with regulatory agencies.

30. EXECUTED IN COUNTERPARTS.

30.1. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. HEADINGS.

31.1. The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

WARREN COUNTY TELECOMMUNICATIONS



Budgetary SIP Pricing
State of Ohio MSCA0003
Quote Date: 10/2/2019

Monthly Charges

QTY	Site / Usage	Description	Unit Price	Extended Price
120	Both Sites	Call Path (Site and Core Redundancy)	\$14.50	\$1,740.00
10	Both Sites	SIP Transcoding for Fax Call Paths	\$1.50	\$15.00
100	System Wide	DID Call Blocks of 20 (\$.07 each in territory and \$.10 each out of territory	\$1.40	\$140.00
1	System Wide	20,000 LD Minutes for outside of CBT extended local calling area	\$400.00	\$400.00
1	Both Sites	SIP IP Transport 100 MB at Site 1 and Site 2	\$785.00	\$785.00

Pricing does not include: Applicable Tax, 911 (\$0.15/DID) and USF

Monthly Cost \$3,080.00

One-time Charge for phones

QTY	Site / Usage	Description	Unit Price	Extended Price
2	Both Sites	Installation Cost	\$1,500.00	\$3,000.00
2	Both Sites	Installation credit	-\$1,500.00	-\$3,000.00

One-Time Cost \$0.00

Prepared By:
Chris Schoeny
Account Manager State and Local Education

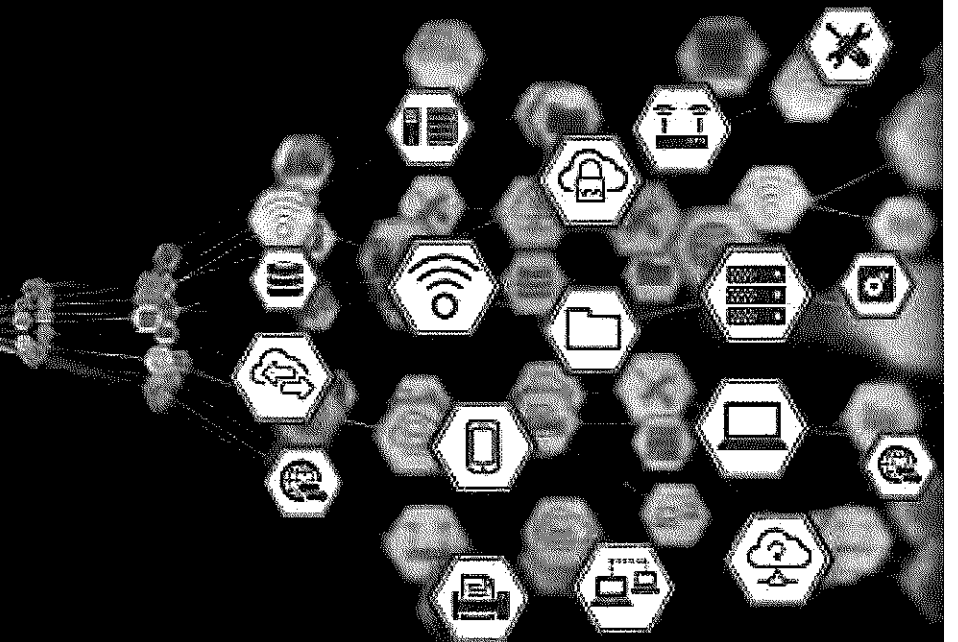
chris.schoeny@cinbell.com
(513) 397-5974



CBTS SIP Trunking Services

September 5, 2019

Chris Schoeny
Senior Account Manager
513.397.5974
chris.Schoeny@cinbell.com



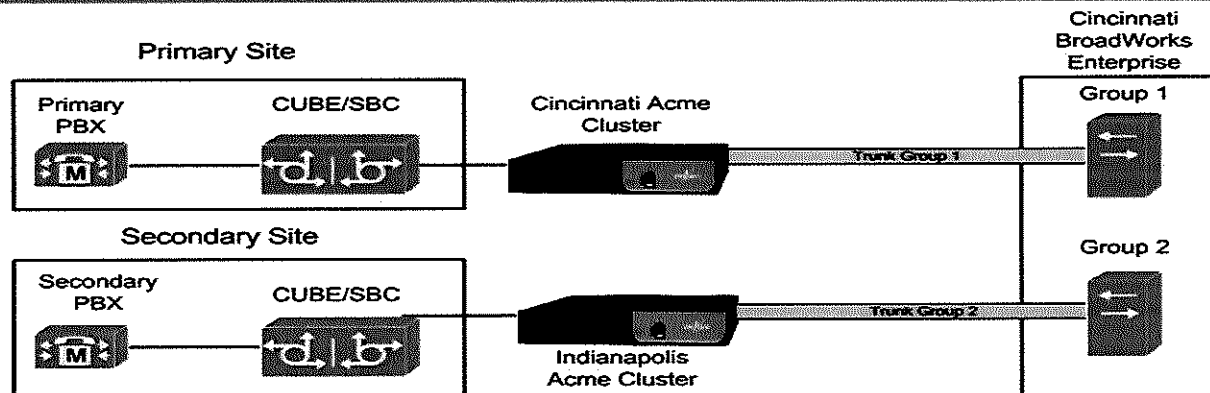
Benefits of SIP Trunking

Features	Benefit
<p><u>Centralized Trunking</u> – Customers can utilize their IP-PBX to manage all communications on one platform. They no longer have to purchase expensive equipment on a site-by-site basis</p>	<ul style="list-style-type: none"> • Capacity - Traditionally with a PRI connection a customer who wanted to add another line would have to purchase it in bulks or groups. With SIP Trunking you can add by increments of 1. • Convergence - SIP Trunking lets you combine your voice and data network onto a single data connection – reducing your costs for additional analog lines or PRI
<p><u>Points of Presence</u> - CBTS SIP Trunking has the ability to deliver telephone numbers from different rate centers through the service. For example, a customer in Cincinnati could have telephone numbers in multiple cities across the US</p>	<ul style="list-style-type: none"> • Expand local business presence • Manage all numbers from one location
<p><u>Web-based Control</u> – Cincinnati Bell Network Operations Center provide online administration of services.</p>	<ul style="list-style-type: none"> • Disaster Recovery - SIP Trunking is powered by Cincinnati Bell VoIP Softswitch core, it can be programmed to automatically reroute calls to any other 10 digit telephone number in case of an emergency • Reliability - SIP Trunking isn't just for useful DR situations it can also make call flow easier when your network is congested or you need to route calls to another location temporarily
<p><u>Unified Communications</u> – SIP Trunking allows customers to integrate more real-time communication applications</p>	<ul style="list-style-type: none"> • Instant Messaging, Video Calling and Presence information

What is Cincinnati Bell's SIP Trunking?

- **Quality of Service**
 - Prioritizes voice services over data
 - Provided on both the CPE/Core Network
- **Service Level Agreement**
 - SIP Trunking provides a 99.9% uptime
 - Service is monitored 24/7/365
 - Cincinnati Bell's MTTR is 4 hours after customer notification

Solution Overview



- Two Warren County sites, each with one with Siperator (Cube/SBC), homed to two geographically separate CBT Acme clusters for call failover and recovery
- Transport Access to Acme Cluster – Dedicated Ethernet serviced from diverse carrier networks. Cincinnati Bell Telephone and Crown Castle Networks. Calls seamlessly route from cloud to either location based on availability of end devices
 - Primary 500 Justice Drive: 100 MB Cincinnati Bell Metro Ethernet to SIP L3VPN in Cincinnati
 - Secondary 360 E Lytle Five Points Road: 100 MB Crown Castle Ethernet to SIP L3VPN in Indianapolis

SIP trunking Service

Concurrency:

120 Call Paths (burstable by 10% for peak calling time frames)

Included

- Call path Concurrency at each location
- Long Distance 1,500 long distance and bolt on options
- Extended Local Calling Areas (513,859,937)
- Toll Free Number support
- 99.9% uptime

Pricing

SIP Trunking		60 Month
Monthly Recurring Charges	Call Path (Site and Core Redundancy) (120 at each site included)	\$14.50 per call path
	SIP Transcoding (10 for outbound faxes)	\$1.50per call path
	DID Blocks (100 Blocks of 20) (100 blocks included)	\$0.07/DID in territory \$0.10 out of territory
	Long Distance 20,000 Minutes	\$400
	(2) 100 MB Transport Site 1 and 2	\$718
Estimated Monthly Recurring Charge	(plus USF fees and applicable tax)	\$3,080
NRC	Installation Cost	Waived (\$3,000)

Thank you

Chris Schoeny

Senior Account Manager

513.397.5974

chris.Schoeny@cinbell.com

CLOUD SERVICES

UNIFIED
COMMUNICATIONS

SECURITY

MANAGED AND
PROFESSIONAL SERVICES

INFRASTRUCTURE
HARDWARE

DATA CONNECTIVITY

Paul Kindell

From: Brunner, Eric <eric.brunner@cinbell.com>
Sent: Friday, November 1, 2019 3:25 PM
To: Paul Kindell
Cc: Schoeny, Chris; Werth, Roger
Subject: Warren County Diversity Project - Summary
Attachments: Warren County new route highlighted.png

Paul,

The proposed physical diversity includes a new route from the west along SR 42 through Lebanon and will route to 500 Justice from the north. The new west route will add physical cable diversity and central office (CO) diversity to the existing route on the east side of Lebanon that currently runs along SR 48. As we discussed in our last meeting, the east route (LG970) currently transports the Indigital cellular 911 traffic and both sides of the SONET. Once the physical diversity is established, Cincinnati Bell will have the ability to separate the Indigital traffic and the SONET traffic across the physically diverse cables and route them through diverse Central Offices.

Project Summary:

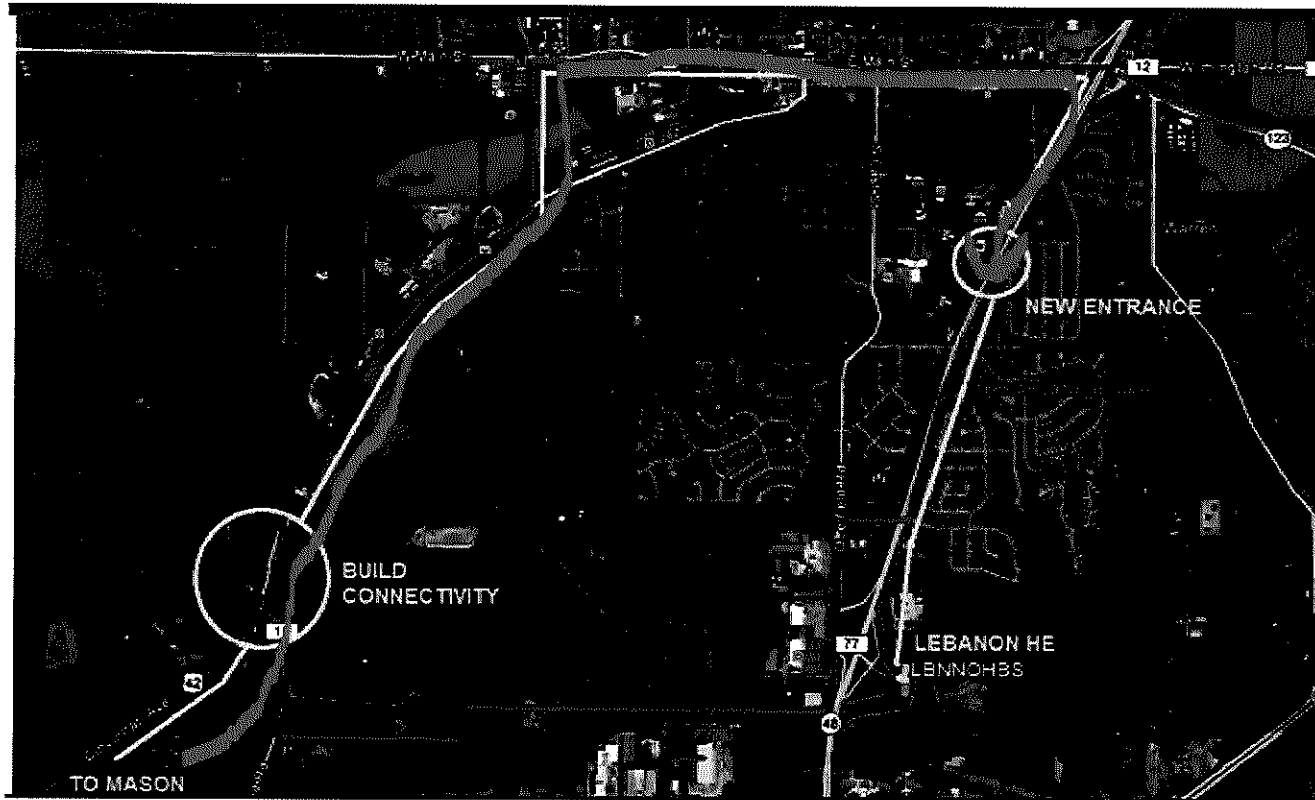
- Add new diverse fiber cable route from the Mason area (West of Lebanon) along SR 42 to 500 Justice
- Add diverse central office (CO)
- Re-route one side of the SONET to the new route to create physical and CO diversity
 - This will also diversify the current PSAP admin lines
- Re-route one side of the IP network (Indigital cellular 911 transport) to the new route to create physical and CO diversity
- Please see attached diagram, new route highlighted in green

If you have any question, please do not hesitate to contact me.

Thank you,

Eric

Eric Brunner
Cincinnati Bell
Senior Operations Manager
513-566-6278



Resolution

Number 19-1490

Adopted Date November 05, 2019

APPROVE AND EXECUTE A MEMORANDUM OF UNDERSTANDING AND JOINT COST SHARING AGREEMENT WITH GREENE COUNTY, MONTGOMERY COUNTY, AND BUTLER COUNTY FOR THE SOUTHWEST OHIO REGIONAL BIOSOLIDS COLLABORATIVE PLANNING STUDY

WHEREAS, the Warren County Water and Sewer Department has prepared and presented to the Board of County Commissioners the attached contract with Greene County Sanitary Engineering, Montgomery County Environmental Services, and Butler County Water and Sewer for the Southwest Ohio Regional Biosolids Collaborative Planning project which is reasonably necessary for the proper and convenient conduct of its functions; and

WHEREAS, no competitive bidding is required for the acquisition of the goods or services which are the subject of the Agreement; and

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners hereby approves and enters into the Memorandum of Understanding and Joint Cost Sharing Agreement Between Owners of Publicly Owned Treatment Works (POTWs) for the Southwest Ohio Regional Biosolids Collaborative Planning Project, as attached hereto and made a part hereof.

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

Resolution adopted this 5th day of November 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CGB

cc: c/a—Greene County
c/a—Montgomery County
c/a—Butler County
Water/Sewer (file)
Prosecutor's Office

**Memorandum of Understanding and Joint Cost-Sharing Agreement
Between Owners of Publicly Owned Treatment Works (POTWs)
Southwest Ohio Regional Biosolids Collaborative Planning**

This Memorandum of Understanding and Joint Cost-Sharing Agreement (collectively "the MOU") is entered into by the local governments (collectively "the Local Governments" or individually each "Local Government") that have executed the signature page of this MOU. The Local Government parties include; Greene County Sanitary Engineering, Montgomery County Environmental Services, Warren County Water and Sewer, and Butler County Water and Sewer.

WHEREAS, the Local Governments operate several publicly owned treatment works (POTWs) that process residential, commercial, and industrial wastewaters. From these wastewaters, the POTWs' effluent discharge and Biosolids Production are the two major end products.

WHEREAS, the Local Governments have a common interest in protecting public health and the environment and maintaining long term Biosolids Production and Disposal options with sustainable and economically viable alternatives.

WHEREAS, the Local Governments contemplate continuing these Biosolids Production and Disposal processes and exploring additional Biosolids Production and Disposal Options from time to time as a group designed to further their common interest, and thus the Local Governments wish to establish a procedure for, among other things, deciding what current and/or future action steps to take, and how to carry out and, as necessary, fund those action steps.

NOW, THEREFORE, in furtherance of the common interest of the Local Governments as a group, the Local Governments agree to the following terms and conditions.

I. Summary of Primary Purpose

This MOU outlines the mutual expectations of the owners and operators of the Local Governments publicly owned treatment works (POTWs) mentioned above. The initial exploratory efforts will revolve around an initial study, whose scope of work, is set forth in a document called, *Southwest Ohio Regional Biosolids Collaborative Strategies Development*. The final draft of the aforementioned scope of work is attached to this MOU for reference.

II. Local Government Parties to this MOU

The following communities and sewer districts or authorities are Local Government parties to this MOU:

Montgomery County
Butler County
Greene County
Warren County

III. Commitments and Expectations of the Local Governments.

The Local Governments agree to the following commitments and expectations of each other:

1. Agree to support open communication of ideas, opinions and questions;
2. Agree to provide timely responses to information requests from contractor(s) selected to perform scope(s) agreed upon, relating to the subject matter of this MOU;
3. Agree to attend meetings or participate on conference calls as much as possible;
4. Agree to assign a primary contact person to participate in the action steps to be performed hereunder and, when necessary, to vote on proposed future actions steps to be taken by the Local Governments as a group;
5. Agree that other stakeholders or third parties may become involved with, or otherwise do work for, the Local Governments in order to support the MOU's goals and objectives;
6. Agree to support the archiving of data, documents, information, correspondence, etc. that is generated by the Local Governments, individually and as a group, relating to the action steps to be taken under this MOU at a central point of contact, to be mutually determined after the MOU is executed. All such data and information will be considered "public information" in as much as required by Ohio's public records laws.

IV. Funding of Action Steps under this MOU.

The Local Governments agree to fairly and equitably share the cost of action steps they undertake under this MOU, including cost sharing shall occur based on the following allocation of weighted percentages.

Greene County 25%
Montgomery County 25%
Warren County 25%
Butler County 25%

The cost of the initial study, Southwest Ohio Regional Biosolids Collaborative Strategies Development, shall not exceed \$100,000. This initial study is the only expenditure approved and authorized with this MOU.

V. Payment and Annual Accounting for Action Steps Taken under the MOU.

Action steps undertaken by the Local Governments under this MOU that require expenditure of funds to secure professional services will be billed to Greene County Sanitary Engineering, who will then bill according to the 25% per Local Government as defined in this MOU.
Greene County shall certify all professional services are received and accepted as specified per

the professional service agreement, process payments to the consultant and invoice the other participating counties at 25% of the total paid. Warren, Montgomery and Butler will promptly remit their invoiced amounts to Greene County.

Local Governments shall not be responsible for any other expenditures not expressly stated herein unless further agreed upon in a separately written and executed agreement.

VII. Approval of the MOU, Effective Date, and Effect of Multiple Signatories.

Each Local Government becoming a party to this MOU shall execute the enclosed signature page using whatever applicable procedures are necessary under Ohio law to authorize signature. The effective date of this MOU shall be the date of the approval of the last signing Local Government. Multiple signatories executing this MOU on different dates does not affect the binding commitment of each individual Local Government that becomes a signatory hereto.

IN EXECUTION WHEREOF, the parties are in agreement and have hereunto set their hands on the 5th day of November, 2019.

WARREN COUNTY, OHIO
BOARD OF COMMISSIONERS

Shanna Jones 11/5/19
President Date

Resolution No. 19-1490

APPROVED AS TO FORM BY:

[Signature]
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, the parties have hereunto set their hands on the _____ day of _____, 2019.

WITNESS:

MONTGOMERY COUNTY, OHIO

BY _____
Name, Title

BY _____
Name, Title

BY _____
Name, Title

WITNESS:

OR

BY _____
Name, Title

APPROVED AS TO FORM BY:

_____, Law Director

BY _____
Assistant Law Director

IN EXECUTION WHEREOF, the parties are in agreement and have hereunto set their hands on
the _____ day of _____, 2019.

BUTLER COUNTY ADMINISTRATOR
BUTLER COUNTY, OHIO

Judi Boyko (Date)

APPROVED AS TO FORM BY:

BY _____

Prosecuting Attorney
Butler County, Ohio

IN WITNESS WHEREOF, the parties have hereunto set their hands on the _____ day of _____, 2019.

WITNESS:

WITNESS:

GREENE COUNTY, OHIO

BY _____
Name, Title

BY _____
Name, Title

BY _____
Name, Title

OR

BY _____
Name, Title

APPROVED AS TO FORM BY:
_____ Law Director

BY _____
Assistant Law Director