

# Resolution

Number 23-0400

Adopted Date April 04, 2023

RESCIND RESOLUTION #23-0295 WHICH AUTHORIZED THE HIRING OF MIKEL SHANE BARNETTE AS TRAINING COORDINATOR WITHIN WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to rescind Resolution #23-0295, adopted March 14, 2023, which authorized the hiring of Mikel Shane Barnette within the Warren County Department of Job and Family Services, Human Services Division.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)  
Mikel Barnette's Personnel file  
OMB

# Resolution

Number 23-0401

Adopted Date April 04, 2023

ACCEPT RESIGNATION OF BAILEY COBB, ALTERNATIVE RESPONSE CASEWORKER II WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE APRIL 21, 2023

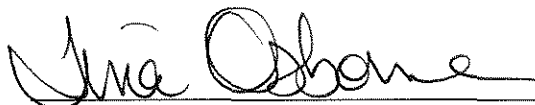
BE IT RESOLVED, to accept the resignation of Bailey Cobb Alternative Response Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective April 21, 2023.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

# Resolution

Number 23-0402

Adopted Date April 04, 2023

HIRE EMMANUEL OLORUNFEMI AS AN ON-GOING CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Mr. Olorunfemi as an On-going Caseworker II due to his past experience and will require him to complete CORE training in his first year; and

NOW THEREFORE BE IT RESOLVED, to hire Emmanuel Olorunfemi as an On-going Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, part-time permanent, non-exempt status (24-30 hours per week), Pay Grade #16, \$21.74 per hour, effective April 17, 2023, subject a background check, drug screen and a 365-day probationary period; and

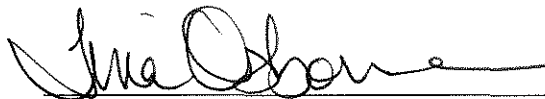
BE IF FURTHER RESOLVED, Mr. Olorunfemi will not be eligible for any increase upon completing CORE training as he is hired as a Caseworker II due to his experience.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
E. Olorunfemi's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 23-0403

Adopted Date April 04, 2023

HIRE LAURA RUSSELL AS ON-GOING CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Laura Russell, On-going Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #14, \$20.25 per hour, under the Warren County Job and Family Services compensation plan, effective June 19, 2023, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)  
L Russell's Personnel file  
OMB – Sue Spencer

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

# Resolution

Number 23-0404

Adopted Date April 04, 2023

HIRE CHRIS LEMMING AS WASTEWATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Chris Lemming, as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$20.39 per hour, effective April 24, 2023, subject to a background check, negative drug screen, and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Mr. Lemming is required to obtain a Class I Wastewater Operator's License within eighteen (18) months of his start date to maintain employment.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

H/R

cc: C. Lemming's Personnel file  
Water/Sewer (file)  
OMB – Sue Spencer

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

# Resolution

Number 23-0405

Adopted Date April 04, 2023

APPROVE THE PROMOTION OF NICK BREWER TO THE POSITION OF WASTEWATER TREATMENT PLANT OPERATOR I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Brewer has obtained his Class I Wastewater Treatment license; and


NOW THEREFORE BE IT RESOLVED, to approve the promotion of Nick Brewer to the position of Water Treatment Plant Operator I of Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range 15, at \$26.00 per hour, effective pay period beginning April 8, 2023.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)  
N. Brewer's Personnel file  
OMB-Sue Spencer

# Resolution

Number 23-0406

Adopted Date April 04, 2023

ACKNOWLEDGE POLICY WITH ARCH INSURANCE FOR THE PROVISION OF STOP LOSS COVERAGE FOR 2023 RELATIVE TO THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

WHEREAS, this Board has elected Stop Loss coverage through Arch Insurance in order to mitigate risk relative to the Self-Insured Workers' Compensation program; and

NOW THEREFORE BE IT RESOLVED, to acknowledge policy for period effective January 1, 2023 through December 31, 2023 by Arch Insurance for Stop Loss coverage relative to the Self-Insured Workers' Compensation program.; policy attached hereto.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Adam Balls, World Risk  
OMB File /Workers' Compensation  
Tammy Whitaker, OMB



Arch Insurance Group  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311  
T: 201.743.4000  
F: 201.743.4005  
archinsurance.com

January 12, 2023

Adam Balls  
World Risk Management  
20 North Orange Avenue, Suite 500  
Orlando, FL 32801

RE: Warren County Commissioners  
Policy No.: WCX 0059344 07

Dear Adam:

Enclosed please find our Policy that has been prepared in accordance with your instructions and in conformity with our renewal quotation.

As we stated in our original policy cover letter, we want to take an active role in claims administration. Therefore, please advise of any changes in the Insured's or the service organization's claims contacts. You may send this information to the address listed on the enclosed Notice to Policyholders.

In the event of any claims problems or questions involving this coverage, please feel free to contact us at any time.

Sincerely,

*Stephen Cho*

Stephen Cho  
Assistant Vice President

encl.





Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in cursive script that reads "Brian D. First".

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Brian D. First  
President

A handwritten signature in cursive script that reads "Regan A. Shulman".

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Regan Shulman  
Secretary



Arch Insurance Group  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311  
T: 201.743.4000  
F: 201.743.4005  
archinsurance.com

**NOTICE TO POLICYHOLDERS WITH REGARD TO PROVIDING  
ANY NOTICE, REPORT OR CLAIM TO US**

All notices, reports or claims you are required to provide to us under this policy should be directed to Arch at the following address:

Arch Insurance Group  
P.O. Box 542033  
Omaha, Nebraska 68154

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

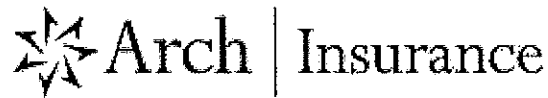
This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



**ARCH INSURANCE COMPANY**  
(A Missouri Corporation)

Home Office Address:  
2345 Grand Blvd, Suite 900  
Kansas City, MO 64108

Administrative Address:  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
Tel: (866) 413-5550

**SPECIFIC EXCESS WORKERS COMPENSATION AND  
EMPLOYERS LIABILITY INSURANCE POLICY**

**DECLARATIONS- OHIO**

**Policy Number:** WCX 0059344 07

<b>Item 1: Named Insured:</b> Warren County Commissioners <b>Address:</b> 406 Justice Drive, Lebanon, OH 45036				
<b>Producer Name:</b> World Risk Management <b>Address:</b> 20 North Orange Avenue, Suite 500, Orlando, FL 32801				
<b>Item 2: Policy Period:</b>	<b>Inception Date:</b>	January 1, 2023	<b>Expiration Date:</b>	January 1, 2024

at 12:01 A.M. Standard Time at your mailing address as shown in Item 1 above.

**Item 3: This insurance applies to the Workers Compensation and Occupational Disease Laws of the following states:** Ohio

**Item 4: Premiums**  
 Estimated Total Annual Remuneration: \$ 69,066,278  
 Rate per \$100 of Remuneration: .1621  
 Deposit Premium: \$ 111,956  
 (Terrorism Premium Included In Policy Premium ): \$ 3,359  
 Minimum Premium: \$ 100,760

**Item 5: Your Retained Limit**

Excess Workers Compensation Insurance and Excess Employers Liability Insurance:

Your Retained Limit – Each Accident	\$ 750,000
Your Retained Limit– Disease, Each Employee	\$ 750,000

}  
**Item 6: Our Limit of Liability**

A. Part One – Excess Workers Compensation Insurance:

Our Limit of Liability – Each Accident \$ Statutory

Our Limit of Liability – Disease, Each Employee \$ Statutory

B. Part Two – Excess Employers Liability Insurance:

Our Limit of Liability - Each Accident \$ 1,000,000

Our Limit of Liability - Disease, Each Employee \$ 1,000,000

Our Limit of Liability - Aggregate \$ 1,000,000

Policy Forms and Endorsements: See Schedule of Endorsements Forming a Part of this Policy

Authorized Representative:                     *Stephen Cho*                     Date: January 12, 2023



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**LOSSES REDEFINED TO INCLUDE ALLOCATED LOSS ADJUSTMENT EXPENSES**  
**ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

1. **PART FIVE – DEFINITIONS, E.** "Loss(es)" is deleted in its entirety and replaced by the following:
  - E. "Loss(es)" means any payments for benefits required to be paid by you under the "Workers Compensation Law" or any payments for damages arising out of "bodily injury by accident" or "bodily injury by disease" covered either by **PART ONE** or **PART TWO** of this policy. "Loss(es)" include "allocated loss adjustment expenses".
2. **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES** is deleted in its entirety.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 1

Policy Number: WCX 0059344 07

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OHIO INTENTIONAL ACTS EXCLUSION DELETION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE, D. EXCLUSIONS – PAYMENTS YOU MUST MAKE, Exclusion 5.** is deleted provided that the:

1. "Bodily injury" arises out of and in the course of the injured employee's employment by you;
2. Employment is necessary or incidental to work conducted by you in Ohio;
3. "Bodily injury by accident" occurs during the "policy period";
4. Injured employee normally is employed in Ohio; and
5. "Bodily injury by disease" is caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 2

Policy Number: WCX 0059344 07

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2023



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT  
DISCLOSURE ENDORSEMENT**

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

**Definitions**

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

"Act" means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

"Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Insured Loss" means any loss resulting from an act of terrorism (including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

"Insurer Deductible" means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premium during the immediately preceding calendar year.

**Limitation of Liability**

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

**Policyholder Disclosure Notice**

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000 the

United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.

2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceeds \$100,000,000,000.
3. The additional premium charged for the coverage for Insured Losses under the policy is included in the deposit premium listed in Item 4 of the Declarations Page and is itemized in the Schedule below.

#### SCHEDULE

State	Rate per \$100 of Remuneration
Ohio	.0049

All other terms and conditions of this Policy remain unchanged.

Endorsement Number: 3

Policy Number: WCX 0059344 07

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**OHIO AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Notice: Your Retained Limit applies to **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** and **PART TWO - EXCESS EMPLOYERS LIABILITY INSURANCE** of this policy.

- I. **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE, Section C. Exclusions – Payments You Must Make, Paragraph 1. c.** is deleted in its entirety and replaced by the following:

c. You fail to comply with a health or safety law or regulation; or

- II. **PART SIX - YOUR RETAINED LIMIT – OUR LIMIT OF LIABILITY** is deleted in its entirety and replaced by the following:

**How Your Retained Limit and Our Limit of Liability Apply**

Our liability to reimburse for "loss" is limited to the amounts shown in Item 6 of the Declarations Page. These limits apply as explained below.

Regardless of the number of insureds covered by this policy, the number of people who sustain injury or the number of claims made or suits brought, Our Limit of Liability will be for "loss" in excess of Your Retained Limit as stated in Item 5 of the Declarations Page, only up to, but not exceeding, Our Limit of Liability for **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** as stated in Items 6 A. of the Declarations Page and for **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** as stated in 6 B. of the Declarations Page.

Your Retained Limit and Our Limit of Liability stated in the Declarations apply to "losses" paid by you as a qualified self-insurer of Workers Compensations and Employers Liability, and incidental claims paid under **PART THREE - OTHER STATES INSURANCE** as follows:

1. To one or more employees because of "bodily injury by accident".
2. To any one employee for "bodily injury by disease".

Your Retained Limit and Our Limit of Liability as stated in 1. and 2. above apply to Part One and Part Two of this policy. Your Retained Limit does not include any amount paid as benefits or damages which would be excluded under this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Your Retained Limit or Our Limit of Liability.

Endorsement Number: 4

Policy Number: WCX 0059344 07

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2023

## OHIO AMENDATORY ENDORSEMENT

If a Limit of Liability is shown in Item 6 B. of the Declarations Page for Our Limit of Liability – Aggregate, such amount will be the maximum amount we will reimburse under **PART TWO** of this policy for all "losses" covered under **PART TWO** of this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Our Limit of Liability - Aggregate.

- III. **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES** is deleted in its entirety and replaced by the following:

We will reimburse you for a portion of the "allocated loss adjustment expenses" incurred by you with respect to a covered claim that is excess of Your Retained Limit stated in Item 5 of the Declarations Page. The amount of your reimbursement will be the percentage of your "allocated loss adjustment expenses" determined by the ratio that the amount of "loss" paid by us bears to the total amount of the "loss". Such payments to reimburse you for "allocated loss adjustment expenses" are in addition to Our Limit of Liability.

Notwithstanding the above, we have no duty to defend any claim or suit. We shall not directly or indirectly represent an employer in the settlement, adjudication, determination, allowance, or payment of Workers' Compensation related claims. We do, however, have the right to join in the defense, trial, or hearing of any claim or suit if we believe the claim or suit may create an obligation for us to reimburse you under the terms of this policy. If we avail ourselves of this right, we will pay any expense we incur.

- IV. **PART EIGHT – PREMIUMS, C. Final Premium** is deleted in its entirety and replaced by the following:

### C. Final Premium

The deposit premium shown in Item 4 of the Declarations Page is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis which includes payroll and all other remuneration paid or payable during the "policy period" for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

If this policy is cancelled, final premium will be determined in the following way:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 4 of the Declarations Page.

Endorsement Number: 4

Policy Number: WCX 0059344 07

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2023

## OHIO AMENDATORY ENDORSEMENT

2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by the short rate share which is ninety percent (90%) of the pro rata share of the unearned premium. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 4 of the Declarations Page.

V. **PART NINE – CONDITIONS, Condition A. Notice of an Accident, paragraph 4** is deleted in its entirety and replaced by the following:

4. For Excess Employers Liability Insurance claims, you must also:
  - a. Cooperate and assist us, as we may request, in the investigation, settlement claims, or defense of any claim proceeding or suit.
  - b. You or your designated representative must be diligent and exercise prudence and good faith in the investigation, defense and settlement of all claims, suits or proceedings. You or your representative may not unreasonably refuse to settle any claim which, in the exercise of sound judgment, should be settled. However, you or your designated representative must not make or agree to any settlement on a lump sum basis or which would involve indemnity by us without our prior approval.
  - c. Do nothing after an injury or death occurs that would interfere with our right to recover from others.

VI. **PART NINE – CONDITIONS, Condition J. Action Against Us** is deleted in its entirety and replaced by the following:

We consent to have suit brought against us in an Ohio court; however, there is no right of action against us by any person or organization to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you; or
2. Sue us unless all of this policy's terms have been complied with.

VII. **PART NINE – CONDITIONS, Condition K. Cancellation or Non-Renewal** is deleted and replaced by the following:

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. Cancellation of policies in effect for ninety (90) days or less.

If this policy has been in effect for ninety (90) days or less, we may cancel this policy by giving you written notice of cancellation at least ten (10) days prior to the effective date of cancellation if the reason for cancellation is non-payment of premium or at least thirty (30) days prior to the effective date of cancellation for any other reasons.

Endorsement Number: 4

Policy Number: WCX 0059344 07

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2023

## OHIO AMENDATORY ENDORSEMENT

3. Cancellation of policies in effect for ninety (90) days or more.

If this policy has been in effect for more than ninety (90) days, we may cancel this policy by giving you written notice of cancellation at least ten (10) days prior to the effective date of cancellation if the reason for cancellation is non-payment of premium or at least thirty (30) days prior to the effective date of cancellation if the reasons for cancellation are as follows:

- a. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted there under;
  - b. Discovery of a moral hazard or willful or reckless acts or omissions on the part of the named insured which increases any hazard insured against;
  - c. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent we could have reasonably have foreseen the change or contemplated the risk in writing the contract;
  - d. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
  - e. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
  - f. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
4. If we decide not to renew this policy, an advance written notice of non-renewal will be sent at least thirty (30) days prior to the expiration of the policy. If the notice of non-renewal is mailed less than 30 days prior to the policy expiration date, the policy will remain in effect for 30 days after the notice mailing date, unless the insured notifies us in writing that they accept the renewal as stated.
5. The "policy period" will end on the day and hour stated in the cancellation or non-renewal notice.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 4

Policy Number: WCX 0059344 07

Named Insured: Warren County Commissioners

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: January 1, 2023

## **SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

### **GENERAL SECTION**

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations Page. The words "we", "us" and "our" refer to the insurance company shown in the Declarations Page.

Other words and phrases that appear in quotation marks have special meaning. Refer to **PART FIVE - DEFINITIONS**.

#### **A. The Policy**

This policy includes at its effective date the Declarations Page, this coverage form and all endorsements and schedules listed. It is a contract between you and us. The terms of this policy may not be changed or waived except by endorsement issued by us to become a part of the policy.

#### **B. Who Is Insured**

You are insured if:

1. You are the employer named in Item 1 of the Declarations Page.
2. The employer named in Item 1 of the Declarations Page is a partnership or joint venture, and you are a partner in that partnership or a member of that joint venture, you are an insured, but only in your capacity as an employer of the employees in the partnership or joint venture;
3. You are a subsidiary, division or an affiliated company, as hereafter may be constituted, you are an insured, provided, however, that:
  - a. We are notified in writing within thirty (30) days of your becoming a subsidiary, division or an affiliated company;
  - b. We consent in writing to your being an insured hereunder; and
  - c. At least a 51% majority interest in you is owned or controlled by an employer named in Item 1 of the Declarations Page.
4. You are a business entity over which an employer named in Item 1 of the Declarations Page has day-to-day management control.

#### **C. Qualified Self-Insurer**

By acceptance of this policy, you represent that you are a qualified self-insurer under the "Workers Compensation Law" of each of the "state(s)" listed in Item 3 of the Declarations Page, and that you will continue to maintain such qualifications during the term that this policy is in effect. Your status as a qualified self-insurer is a condition precedent to coverage. If you are not a duly qualified self-insurer at the date the "bodily injury" covered under this policy occurs no coverage will be afforded under this policy. To the extent that we make any payments with respect to the "bodily injury" covered under this policy that occurred when you were not a qualified self-insurer, you will promptly fully reimburse us for such payments.

## **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE**

### **A. How this Insurance Applies**

This Excess Workers Compensation Insurance applies to “bodily injury” provided that the:

1. “Bodily injury by accident” occurs during the “policy period”; and
2. “Bodily injury by disease” must be caused by or aggravated by the conditions of your employment. The employee’s last day of last exposure to the conditions causing or aggravating such “bodily injury by disease” must occur during the “policy period”.

### **B. We Will Reimburse**

You are responsible for all benefit payments required by “Workers Compensation Law”. We will reimburse you for the amount of benefits actually paid by you as a qualified self-insurer under the “Workers Compensation Law”, that is excess of Your Retained Limit stated in Item 5 of the Declarations Page. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

### **C. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Payments in excess of any benefits or awards typically provided by the “Workers Compensation Law”, including payments required because:
  - a. Of your serious and willful misconduct;
  - b. You knowingly employ an employee in violation of law;
  - c. You fail to comply with a health or safety law or regulation; however, this does not apply to recommendations promulgated by the Joint Commission for Accreditation of Healthcare.
  - d. Of your discharge, coercion, criticism, evaluation, reassignment, discipline, harassment, discrimination against, defamation, or termination of any employee, or any personnel policies, practices, omissions or acts;
2. Payments of fines or penalties imposed for violation of law whether “state” or federal;
3. Payments of any obligation imposed by any of the following statutes, or any regulations promulgated under them, including any amendments: the Federal Employers Liability Act (45 USC Section 51-60), the Defense Base Act (42 USC Sections 1651-1654), the Longshore and Harbor Workers’ Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended), the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872 or any other federal workers or workmen’s compensation law or other federal occupational disease law.

You are also responsible for payments arising out of operations:



- a. Which you insure with an insurance carrier or for which you are required to purchase a Workers Compensation or Employers Liability Policy;
- b. For which you have formally rejected or opted out of any "Workers Compensation Law"; or
- c. For any benefit payments on domestic employment unless required by law.

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE**

**A. How This Insurance Applies**

This Excess Employers Liability Insurance applies to "bodily injury by accident" or "bodily injury by disease" provided that the:

1. "Bodily injury" arises out of and in the course of the injured employee's employment by you;
2. Employment is necessary or incidental to work conducted by you in a "state" listed in Item 3 of the Declarations Page;
3. "Bodily injury by accident" occurs during the "policy period";
4. Injured employee normally is employed in a "state" listed in Item 3 of the Declarations Page; and
5. "Bodily injury by disease" is caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

This insurance will only apply if the original suit and any related legal actions for damages for "bodily injury by accident" or "bodily injury by disease" are brought in the United States of America, its territories or possessions or Canada.

**B. We Will Reimburse**

You are responsible for all "loss" payments covered under **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** of the policy. We will reimburse you for the amount of "loss" actually paid by you in the settlement of claims, or in satisfaction of verdicts, awards, or judgments that are in excess of Your Retained Limit indicated in Item 5 of the Declarations Page. Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declaration Page.

The "loss" we will reimburse, where recovery is permitted by law, includes "loss":

1. For care and loss of services;
2. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee; and
3. For consequential "bodily injury" to a spouse, child, parent, sister, or brother of the injured employee;

provided that these "losses" are the direct consequence of "bodily injury" that arises out of and in the course of the injured employee's employment by you; and

4. Because of "bodily injury" to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

**C. Excess Stop Gap Insurance**

If it is determined by the State Workers Compensation Board or the regulatory authority, that any employee of yours, who is reported and declared under the workers compensation law(s) of the state(s) of North Dakota, Ohio, Washington, West Virginia, Wyoming, Puerto Rico, any territories or possessions of the United States, and any of the provinces of Canada, sustains "bodily injury by accident" or "bodily injury by disease" in the course of his/her employment by you, but is not entitled to receive (or elects not to accept) the benefits provided by the aforementioned law, then we will reimburse you for the amount of "loss" actually paid by you in the settlement of claims, or in satisfaction of verdicts, awards, or judgments that are in excess of Your Retained Limit indicated in Item 5 of the Declarations Page. Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declaration Page. You are responsible for all "loss" payments covered under **Excess Stop Gap Insurance**.

In addition to the Exclusions – Payments You Must Make described in D. below, this insurance shall not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Any premium assessment, penalty, fine or other obligation imposed by any workers compensation law;
2. "Bodily injury" suffered or caused by any person knowingly employed by you in violation of any law as to age, or under the age of 14 years, regardless of such law;
3. "Bodily injury" suffered or caused by any employee whose remuneration has not been included in the total remuneration upon which the premium for this policy is based; or
4. Any claim for "bodily injury" with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium payment under, or any other failure to comply with, the provisions of the workers compensation law or laws of the states named above.

**D. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Liability assumed by any contract or agreement;
2. Punitive or exemplary damages and fines arising out of:
  - a. Any "bodily injury" to any employee employed in violation of the law; or
  - b. Any "bodily injury" intentionally caused or aggravated by you;
3. For which insurance liability is prohibited by law, or is contrary to public policy;
4. "Bodily injury" to an employee employed in violation of the law with your actual knowledge or acquiescence;
5. "Bodily injury" intentionally caused or aggravated by you;

6. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
7. "Bodily injury" occurring outside the United States of America, its territories or possessions and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries.
8. Any obligation imposed by any of the following statutes, or any regulations promulgated under them, including any amendments: the Federal Employers' Liability Act (45 USC Section 51-60), the Defense Base Act (42 USC Sections 1651-1654) the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Non-Appropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), the Merchant Marine Act of 1920, also known as the Jones Act (46 USC Section 688 as amended), the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872 or any other federal workers or workmen's compensation law or other federal occupational disease law;
9. For which you have formally rejected or opted out of any "Workers Compensation Law";
10. Arising out of your discharge, coercion, criticism, evaluation, reassignment, discipline, harassment, discrimination against, defamation, or termination of any employee, or any personnel policies, practices, omissions or acts;
11. Fines or penalties imposed for violation of law whether "state" or federal; or
12. "Bodily injury" arising out of termination of employment.

### **PART THREE – OTHER STATES INSURANCE**

If you begin work after the effective date of this policy in any state, any territory or possession of the United States or any province of Canada, for which you are not insured, or are not a qualified self-insured for such work, this insurance will apply as though that state were listed in Item 3 of the Declarations Page, and will apply in excess of Your Retained Limit listed in Item 5 of the Declarations Page, but only if you notify us in writing within ninety (90) days from the date you begin such work.

Moreover, the coverage provided under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** includes "loss" paid by you as required by the workers or workmen's compensation law of a "state" not listed in Item 3 of the Declarations Page provided the:

1. Injured employee was working within the scope of his employment, at your direction;
2. Injured employee was regularly employed in a "state" listed in Item 3 of the Declarations Page;
3. Work in the other "state" was incidental to work in a "state" listed in Item 3 of the Declarations Page; and
4. Work in the other "state" was temporary and transitory.

## **PART FOUR - VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE**

### **A. How This Insurance Applies**

This insurance applies to "bodily injury by accident" or "bodily injury by disease" provided that the:

1. "Bodily injury" must be sustained by an employee included in the group of employees described in Item 3 of the Declarations Page.
2. "Bodily injury" must arise out of and in the course of employment necessary or incidental to work in a "state" listed in Item 3 of the Declarations Page.
3. "Bodily injury" must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. "Bodily injury by accident" must occur during the "policy period".
5. "Bodily injury by disease" must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" must occur during the "policy period".

### **B. We Will Reimburse**

We will reimburse you for the amount equal to the benefit that is excess of Your Retained Limit stated in Item 5 of the Declarations Page that would be required of you if you and your employee(s) described in Item 3 of the Declarations Page were subject to the "Workers Compensation Laws" of the state(s) of employment listed in Item 3 of the Declarations Page. This reimbursement by us will not exceed Our Limit of Liability as stated in Item 6 A. of the Declarations Page.

### **C. Exclusions – Payments You Must Make**

This insurance does not cover, nor is Your Retained Limit satisfied by, any of the following types of payments:

1. Any obligation imposed by a workers compensation or occupational disease law, unemployment compensation, or disability benefits law or any similar law;
2. "Bodily injury" intentionally caused or aggravated by you.

### **D. Our Reimbursement**

Before we will reimburse you for the amount equal to the benefits that is excess of Your Retained Limit, the claimants must:

1. Release you and us, in writing, of all responsibility for the injury or death;
2. Transfer to us the claimant's right to recover from others who may be responsible for the injury or death; and
3. Cooperate with us and do everything necessary to enable us to enforce the right of recovery from others.

If the persons entitled to the benefits fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

**E. Recovery From Others**

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

**F. Employers Liability Insurance**

**PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** applies to “bodily injury” provided under this Part as though the “state” of employment were shown in Item 3, subject to Your Retained Limit indicated in Item 5 of the Declarations Page.

Our reimbursement will not be more than Our Limit of Liability stated in Item 6 B. of the Declarations Page.

**PART FIVE – DEFINITIONS**

**A.** “Allocated loss adjustment expenses” means the following costs which can be directly allocated to a particular claim:

1. Medical cost containment expenses incurred with respect to a particular claim, whether by an outside vendor or done internally by an employee for the purpose of controlling “losses”. These expenses include:
  - a. Bill auditing expenses for any medical or vocational services rendered, including hospital bills (inpatient or outpatient), nursing home bills, physician bills, chiropractic bills, pharmacy charges, medical equipment charges, medical or vocational rehabilitation vendor bills or physical therapy bills.
  - b. Hospital and other treatment utilization reviews.
  - c. Preferred provider network expenses.
  - d. Medical fee review panel expenses.
2. Fees of attorney or authorized representatives where permitted for legal services.
3. Court, Alternative Dispute Resolution and other specific items of expense such as:
  - a. Medical examinations of a claimant to determine the extent of our liability, degree of permanency or length of disability;
  - b. Autopsy;
  - c. Witnesses and summonses;
  - d. Copies of documents and records such as birth and death certificates, and medical treatment records;
  - e. Arbitration fees;
  - f. Surveillance;
  - g. Interest as required by law on awards or judgments; and
  - h. Appeal bonds costs and appeal filing fees.

4. Expenses which are not defined as "losses" and are directly related to and directly allocated to the handling of a particular claim which are required to be performed by statute or regulation.

However, "allocated loss adjustment expenses" do not include:

1. Salaries, overhead and traveling expenses of your employees or employees of any claim service company, except for employees while doing activities previously listed as "allocated loss adjustment expenses."
  2. Fees paid to independent claims professionals or attorneys (hired to perform the functions of claim investigation usually handled by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or disease, including the evaluation and settlement of covered claims.
  3. Expenses which are identified as either an indemnity or medical loss.
- B.** "Bodily injury" means "bodily injury by accident" and "bodily injury by disease".
- C.** "Bodily injury by accident" means an event or circumstance, other than "bodily injury by disease", which is unexpected and unintended from your standpoint and results in injury or impairment to bodily or mental function. The contraction of disease is not an accident within the meaning of the word accident in the term "bodily injury by accident" and only such disease as results directly from "bodily injury by accident" is included within the term "bodily injury by accident". "Bodily injury by accident" includes resulting death. With respect to **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE**, assault and battery shall be deemed an accident unless committed by or at your direction.
- D.** "Bodily injury by disease" means an illness or sickness, other than "bodily injury by accident", resulting in injury or impairment to the body or mental functions. "Bodily injury by disease" includes resulting death. The term "bodily injury by disease" is not included within the term "bodily injury by accident".
- E.** "Loss(es)" means any payments for benefits required to be paid by you under the "Workers Compensation Law" or any payments for damages arising out of "bodily injury by accident" or "bodily injury by disease" covered either by **PART ONE** or **PART TWO** of this policy. "Loss(es)" does not include "allocated loss adjustment expenses".
- F.** "Policy period" means the period shown in the Declarations Page. This policy will remain in full effect during the period, unless cancelled as provided in **PART NINE - CONDITIONS**, Condition **K**. of this policy.
- G.** "State(s)" means any state(s) of the United States of America and the District of Columbia.
- H.** "Workers Compensation Law" means the workers or workmen's compensation law and occupational disease law of the "states" named in Item 3 of the Declarations Page. "Workers Compensation Law" includes any amendments of that law which are in effect during the "policy period". "Workers Compensation Law" does not include provisions of any law that provides non-occupational disability benefits.

## **PART SIX -YOUR RETAINED LIMIT – OUR LIMIT OF LIABILITY**

### **How Your Retained Limit and Our Limit of Liability Apply**

Our liability to reimburse for "loss" is limited to the amounts shown in Item 6 of the Declarations Page. These limits apply as explained below.

Regardless of the number of insureds covered by this policy, the number of people who sustain injury or the number of claims made or suits brought, Our Limit of Liability will be for "loss" in excess of Your Retained Limit as stated in Item 5 of the Declarations Page, only up to, but not exceeding, Our Limit of Liability for **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** as stated in Items 6 A. of the Declarations Page and for **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** as stated in 6 B. of the Declarations Page.

Your Retained Limit and Our Limit of Liability stated in the Declarations apply to "losses" paid by you as a qualified self-insurer of Workers Compensation and Employers Liability, and incidental claims paid under **PART THREE - OTHER STATES INSURANCE** as follows:

1. To one or more employees because of "bodily injury by accident".
2. To any one employee for "bodily injury by disease".

Our Limit of Liability as stated in 1. and 2. above apply separately to **PART ONE** and **PART TWO** of this policy.

Your Retained Limit as stated in 1. and 2. above applies to **PART ONE – EXCESS WORKERS COMPENSATION INSURANCE** and **PART TWO – EXCESS EMPLOYERS LIABILITY INSURANCE** of this policy combined. Your Retained Limit does not include any amount paid as benefits or damages which would be excluded under this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Your Retained Limit or Our Limit of Liability.

If a Limit of Liability is shown in Item 6 B. of the Declarations Page for Our Limit of Liability – Aggregate, such amount will be the maximum amount we will reimburse under **PART TWO** of this policy for all "losses" covered under **PART TWO** of this policy. Naming more than one employer in Item 1 of the Declarations Page does not increase Our Limit of Liability - Aggregate.

## **PART SEVEN – ALLOCATED LOSS ADJUSTMENT EXPENSES**

We will reimburse you for a portion of the "allocated loss adjustment expenses" incurred by you with respect to a covered claim. The amount of your reimbursement will be the percentage of your "allocated loss adjustment expenses" determined by the ratio that the amount of "loss" paid by us bears to the total amount of the "loss". Such payments to reimburse you for "allocated loss adjustment expenses" are included in and are not in addition to Our Limit of Liability.

Notwithstanding the above, we have no duty to defend any claim or suit. We do, however, have the right to join in the defense, trial, or hearing of any claim or suit if we believe the claim or suit may create an obligation for us to reimburse you under the terms of this policy. If we avail ourselves of this right, we will pay any expense we incur.

## PART EIGHT – PREMIUMS

### A. Premium

The premium listed in Item 4 of the Declarations Page is due and payable on the effective date of the policy or as identified in a premium payment schedule that has been agreed to by you and us. This premium is an estimated premium and it is subject to adjustment, according to the terms of a premium schedule, agreement, or other endorsement attached to this policy. You will pay the premium even if part or all of a "Workers Compensation Law" is not valid.

### B. Deposit Premium

At the beginning of the "policy period" you must pay us the deposit premium shown in Item 4 of the Declarations Page. At the end of the "policy period":

1. You will owe us the amount by which the final premium is greater than the deposit premium;  
or
2. We will owe you the amount by which the deposit premium is greater than the final premium; but in any event, we shall retain the policy Minimum Premium as stated in Item 4 of the Declarations Page.

### C. Final Premium

The deposit premium shown in Item 4 of the Declarations Page is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis which includes payroll and all other remuneration paid or payable during the "policy period" for the services of:

1. All your officers and employees engaged in work covered by this policy; and
2. All other persons engaged in work that could make us liable under **PART ONE - EXCESS WORKERS COMPENSATION INSURANCE** of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

If this policy is cancelled, final premium will be determined in the following way:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the Minimum Premium shown in Item 4 of the Declarations Page.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final Premium will not be less than the short rate share of the Minimum Premium shown in Item 4 of the Declarations Page.



## **PART NINE – CONDITIONS**

### **A. Notice of an Accident.**

1. You must give us written notice as soon as possible if an injury to your employee occurs involving:
  - a. Quadriplegia;
  - b. Paraplegia;
  - c. A fatality;
  - d. A major extremity or multiple minor extremity amputation;
  - e. Partial or total blindness;
  - f. Any serious head injury including but not limited to brain or brain stem injury, or unconsciousness exceeding 24 hours;
  - g. Asbestosis, mesothelioma, silicosis or any other such disease or condition.
  - h. Second or third degree burns over 25 percent or more of the body;
  - i. Any disability where it appears reasonably likely that there will be a disability greater than one year.
  - j. Any accident which causes serious injury to two or more employees.
2. You must also give us prompt written notice if any of the following occurs:
  - a. Any claim or action is commenced against you which exceeds or is likely to exceed 50% of Your Retained Limit shown on the Declarations Page.
  - b. Any disability claims whether or not contested by you where it appears reasonably likely that such disability will exceed one year in duration or where such disability actually exceeds one year in duration; or
  - c. A claim is re-opened in which further award might involve Our Limit of Liability.
3. Notice should include all notices of injury you receive, as well as the demand and legal papers related to the injury, claim proceeding or suit.
4. You must also:
  - a. Cooperate and assist us, as we may request, in the investigation, settlement, or defense of any claim proceeding or suit.
  - b. You or your designated representative must be diligent and exercise prudence and good faith in the investigation, defense and settlement of all claims, suits or proceedings. You or your representative may not unreasonably refuse to settle any claim which, in the exercise of sound judgment, should be settled. However, you or your designated representative must not make or agree to any settlement on a lump sum basis or which would involve indemnity by us without our prior approval.

- c. Do nothing after an injury or death occurs that would interfere with our right to recover from others.

## **B. Loss Payable**

We will reimburse you the amount of "loss" in excess of Your Retained Limit for which we may be liable under this policy. We will reimburse you at such time as:

1. Under **PART ONE**, you shall become legally obligated to pay a "loss" and have paid that part of such "loss" which falls within Your Retained Limit.
2. Under **PART TWO**, you have become legally obligated to pay a "loss" as a result of any settlement or judgment, and have paid that part of such "loss" which falls within Your Retained Limit.

## **C. Appeals**

If you or any other insurer elects to appeal a judgment or award, we will not pay any costs or interests incidental to the appeal. We have the right to pursue an appeal at our own cost and expense. If we decide to appeal, our liability on such an award or judgment will not exceed Our Limit of Liability in Item 6 of the Declarations Page, plus the costs, disbursement and interest related to such appeal. Regardless of who elects to appeal, any amounts recovered will be applied as follows:

1. First, to our costs and expenses in pursuing the appeal;
2. Second, to reimburse any interest (including your interest) that may have paid any amounts in excess of our liability under the policy;
3. Then, to reimburse us for all amounts paid under the policy, and
4. Lastly, to reimburse all other interest (including your interest), with respect to the residual, if any.

## **D. Subrogation – Recovery From Others**

In the event of any payment under this policy, we shall be subrogated to all your rights of recovery and the rights of recovery of any person entitled to benefits under this policy against any person or organization. You must do nothing after a "bodily injury" to impair these rights. At our request you will bring suit or transfer those rights to us and help us enforce them. Regardless of who recovers, the amount of recovery will be applied as follows:

1. First, to reimburse any interests, (including your interest) that may have paid any amounts in excess of Our Limit of Liability on this policy.
2. Then to reimburse us for all amounts paid under the policy.
3. Finally, the remainder, if any, to reimburse all other interests (including your interest).

When we have elected to participate in the exercise of your right of recovery, reasonable expenses that result will be apportioned among all interests in the ratio of their respective recoveries.

If there should be no recovery as a result of proceedings brought solely at our request, we will bear the entire expense of such proceedings.

In the event of any payment under this policy for a "loss" for which you have waived the right of recovery in a written contract entered into prior to the "bodily injury" covered under this policy, we hereby agree to also waive our right of recovery but only with respect to such "loss".

#### **E. Inspection**

We have the right, but no obligation, to inspect your operations and workplaces. These inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions found during these inspections. While these may help reduce "losses", we do not undertake to perform the duty of any person to provide for the health and safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with the regulations, laws, codes, or standards.

#### **F. Records and Audits**

1. You must keep records of information needed to compute premium. You will provide any copies of these records upon demand by us.
2. We have the right, but not obligation, to examine or audit all of your records that relate to this policy. These records include ledgers, journals, vouchers, contracts, tax reports, payroll and disbursement records. This includes any programs for the storing and retrieving of the data contained by these aforementioned records. Information developed by the audit will be used to determine final premium.
3. We may examine and audit your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward.

#### **G. Bankruptcy or Insolvency**

Your default or bankruptcy will not relieve us of our duties under this insurance after an injury has occurred. After Your Retained Limit has been satisfied, payments due under this policy will be made as if you had not become bankrupt or insolvent. In no case will these payments exceed either Our Limit of Liability or Our Limits of Liability – Aggregate as set forth in the Declarations.

#### **H. Assignment**

An assignment of your rights or duties under this policy will not be valid without our express written consent.

#### **I. Sole Representative**

The insured first named in Item 1 of the Declarations Page is authorized to act on behalf of all insureds under this policy with respect to the giving or receiving notice of cancellation, receiving refunds, and agreeing to any changes in this policy.

#### **J. Action Against Us**

There is no right of action against us by any person or organization to:

1. Join us as a party or otherwise bring us into a suit asking for damages from you; or
2. Sue us unless all of this policy's terms have been complied with.

**K. Cancellation or Non-Renewal**

1. You may cancel this policy. You must mail or deliver advance notice to us stating when the cancellation is to take effect.
2. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. The "policy period" will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflicts with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.
5. If we choose not to renew we will provide you with thirty (30) days advance notice prior to the effective date of non-renewal.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**L. Responsibility for Your Retained Limit**

This insurance will not take the place of your obligation to pay any amount within the applicable retained limit, whether or not such obligation becomes invalid, suspended, unenforceable or uncollectible for any reason, including bankruptcy or insolvency.

The entire risk of such invalidity, suspension, unenforceability or uncollectability is retained by you and your obligees, not by us.

**M. Representation**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based on the representations you made to us; and
3. We have issued this policy in reliance upon your representation.

**N. Cooperation**

You shall give us such information and cooperation as we may reasonably require.

**O. Other Insurance**

If any other excess insurance, reinsurance or indemnity exists protecting you against "loss" covered by this policy, the insurance afforded by this policy shall apply in excess of such other excess insurance, reinsurance or indemnity.

**P. Unintentional Errors and Omissions**

Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the "policy period".

**Q. Omnibus Reconciliation Act Government Access Clause**

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that this policy is a contractor described in Section 1861 of the Social Security Act, 42 USC Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

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

# Resolution

Number 23-0407

Adopted Date April 04, 2023

AUTHORIZE EYEMED SECOND AMENDMENT TO THE FEE FOR SERVICE AGREEMENT EFFECTIVE JANUARY 1, 2023

WHEREAS, due to the increase in maximum coverage for prescription frames, an amendment to the service agreement is needed by EyeMed; and

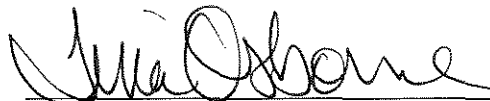
NOW THEREFORE BE IT RESOLVED, to authorize the second amendment to the Fee for Service Agreement with EyeMed effective January 1, 2023; said amendment attached hereto and made a part hereof.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a—EyeMed  
Horan Assoc  
T Whitaker  
OMB Benefits

**EyeMed Vision Care – Warren County Ohio  
Second Amendment to the Fee for Service Agreement**

This Second Amendment to the Fee for Service Agreement ("Agreement") is effective January 1, 2023, (the "Effective Date") and is entered into by and between EyeMed Vision Care, LLC ("EyeMed") and First American Administrators ("FAA"), with their principal place of business at 4000 Luxottica Place, Mason, OH 45040 and Warren County Ohio with its principal place of business at 406 Justice Drive, Lebanon, OH 45036, as Employer and Plan Administrator ("Employer").

**WHEREAS**, effective January 1, 2017, the parties entered into a Fee for Service Agreement;

**WHEREAS**, effective January 1, 2021, the parties entered into a First Amendment to the Fee for Service Agreement;

**WHEREAS**, pursuant to Section XIII, Subsection M of the Fee for Service Agreement the parties reserve the right to modify the Fee for Service Agreement in a writing signed by both parties; and

**WHEREAS**, the parties now agree to amend the Fee for Service Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth herein, it is agreed as follows:

I. Exhibit B shall be revised in its entirety as attached hereto.

II. The parties agree that in all other respects the Fee for Service Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective January 1, 2023:

EyeMed Vision Care, LLC

First American Administrators, Inc.

By: 

By: 

Name: Chad P. Pittie

Name: Chad P. Pittie

Title: VP, AM

Title: VP, AM

Date: 3/29/23

Date: 3/29/23

Warren County Ohio

By: 

Name: Shannon Jones

Title: President

Date: 4-4-23

Reviewed As to Form by EyeMed Legal:



**APPROVED AS TO FORM**

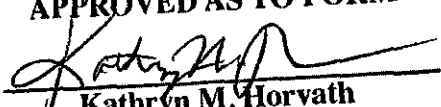
  
**Kathryn M. Horvath**  
Asst. Prosecuting Attorney

EXHIBIT B - BENEFIT SCHEDULE - PAGE 1



Warren County Ohio

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK MEMBER REIMBURSEMENT
<b>EXAM SERVICES</b>		
Exam	\$10 copay	Up to \$40
<b>FRAME</b>		
Frame	\$0 copay; 20% off balance over \$170 allowance	Up to \$119
<b>CONTACT LENSES</b> <i>(Contact Lens allowance includes materials only)</i>		
Contacts - Conventional	\$0 copay; 15% off balance over \$130 allowance	Up to \$104
Contacts - Disposable	\$0 copay; 100% of balance over \$130 allowance	Up to \$104
Contacts - Medically Necessary	\$0 copay; paid-in-full	Up to \$300
<b>STANDARD PLASTIC LENSES</b>		
Single Vision	\$25 copay	Up to \$42
Bifocal	\$25 copay	Up to \$48
Trifocal	\$25 copay	Up to \$60
Lenticular	\$25 copay	Up to \$60
Progressive - Standard	\$90 copay	Up to \$48
Progressive - Premium Tier 1	\$110 copay	Up to \$48
Progressive - Premium Tier 2	\$120 copay	Up to \$48
Progressive - Premium Tier 3	\$135 copay	Up to \$48
Progressive - Premium Tier 4	\$90 copay, 20% off retail price less \$120 allowance	Up to \$48

Proposed Benefits

- Option 170 FA
- Exam & Materials
- Insight Network
- ASO
- Employer Paid
- Funded Benefits

Frequency

- Examination  
Once every calendar year
- Lenses (in lieu of contacts)  
Once every calendar year
- Contacts (in lieu of lenses)  
Once every calendar year
- Frame  
Once every other calendar year

Terms

- Contract Term  
24 months
- Rate Guarantee  
24 months

MONTHLY RATES

Subscriber	Per Month

Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies. The Plan reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, call 866-939-3633.

**PLAN DETAILS**

Quote for group situated in the State of OH and will be valid until the 01/01/2023 implementation date. Date Quoted 11/01/2022. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group.

**PLAN EXCLUSIONS/LIMITATIONS**

No benefits will be paid for services or materials connected with or charges arising from: medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures; Refraction, when not provided as part of a Comprehensive Eye Examination; services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment; safety eyewear; solutions, cleaning products or frame cases; non-prescription sunglasses; plano (non-prescription) lenses; plano (non-prescription) contact lenses; two pair of glasses in lieu of bifocals; electronic vision devices; services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available. Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy. Allowances provide no remaining balance for future use within the same Benefit Frequency. Some provisions, benefits, exclusions or limitations listed herein may vary by state.

By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting EyeMed by mail, email, or telephone. If Warren County Ohio has chosen this benefit design, attach this document to the group application and sign here

Signature \_\_\_\_\_ Date 4-4-23  
P201603 TC - 0 Q-00047840 - QL-000008177



**EXHIBIT B - BENEFIT SCHEDULE – PAGE 2**

**Warren County Ohio**  
**Saving our members some extra green**  
 We're committed to keeping money in our members' pockets.  
 That's why we offer our members additional discounts above the proposed plan benefits.

**Savings for Members**

**40% off**  
 additional pairs of glasses and a 15% discount on conventional lenses once funded benefit is used – an industry exclusive

**20% off**  
 any item not covered by the plan, including non-prescription sunglasses

**Lasik**  
 Lasik or PRK from US Laser Network 15% off retail price or 5% off promotional price

**Hearing Care**  
 Through Amplifon Hearing Health Care Network, members receive up to 64% off hearing aids, an extended warranty, and free batteries

**ADDITIONAL DISCOUNTS**

<b>VISION CARE SERVICES</b>	<b>IN-NETWORK MEMBER COST</b>
<b>DISCOUNTED EXAM SERVICES</b>	
Retinal Imaging	Up to \$39
<b>CONTACT LENS FIT AND FOLLOW-UP</b> <i>(Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)</i>	
Fit and Follow-up - Standard	Up to \$40
Fit and Follow-up - Premium	10% off retail price
<b>DISCOUNTED LENS OPTIONS</b>	
Anti Reflective Coating - Standard	\$45
Anti Reflective Coating - Premium Tier 1	\$57
Anti Reflective Coating - Premium Tier 2	\$68
Anti Reflective Coating - Premium Tier 3	20% off retail price
Photochromic - Non-Glass	\$75
Polycarbonate - Standard	\$40
Scratch Coating - Standard Plastic	\$15
Tint - Solid or Gradient	\$15
UV Treatment	\$15
<b>OTHER ADD-ON SERVICES AND MATERIALS</b>	20% off retail price

**DISCOUNT DETAILS**

Member receives a 20% discount on items not covered by the plan at EyeMed In-Network locations. Discount does not apply to EyeMed Provider's professional services, or contact lenses. Plan discounts cannot be combined with any other discounts or promotional offers. In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see EyeMed's online provider locator to determine which participating providers have agreed to the discounted rate. Discounts on vision materials may not be applicable to certain manufacturers' products. The Plan reserves the right to make changes to the products on each tier and the member out-of-pocket costs. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Service and amounts listed above are subject to change at any time.

# Resolution

Number 23-0408

Adopted Date April 04, 2023

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN A LETTER OF ARRANGEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND THE AUDITOR OF STATE RELATIVE TO THE 2022 COUNTY FINANCIAL AUDIT

BE IT RESOLVED, to authorize the County Administrator to sign a Letter of Arrangement between the Board of County Commissioners and the Auditor of State relative to the 2022 County Financial Audit; as attached hereto and made a part hereof.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Auditor \_\_\_\_\_ (file)  
Auditor of State  
c/a – Auditor of State of Ohio

# OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street  
Columbus, Ohio 43215  
ContactUs@ohioauditor.gov  
(800) 282-0370

March 29, 2023

Commissioners David Young, Tom Grossmann, and Shannon Jones  
Warren County

This engagement letter describes the arrangement between Warren County (the County) and the Auditor of State including the objective and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the County's audit requirements.

## **SUMMARY OF SERVICES**

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

We will audit the County's basic financial statements as of and for the year ended December 31, 2022 to express our opinion concerning whether the basic financial statements and related disclosures present fairly, in all material respects, the County's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements for each opinion unit and related disclosures are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the financial audit standards in the Comptroller General of the United States' *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Annual Comprehensive Financial Report and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the Annual Comprehensive Financial Report.

We expect to deliver our report on or about June 30, 2023.

### **Engagement Team**

The engagement will be led by:

- \* Cristal Jones, CPA, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- \* Staci Reiley, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Michael Kiser, Audit Manager, who will be responsible for on-site administration of our services to you.

### **OUR AUDITOR RESPONSIBILITIES**

We will conduct our audit in accordance with GAAS and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, the Single Audit Act Amendments of 1996, and *Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.
5. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about your ability to continue as a going concern for a reasonable period of time.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement, whether due to fraud or error, may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud noted above, a properly designed and executed audit may not detect a material fraud.

Additional Auditor Responsibilities and Reporting under Uniform Guidance

For grant funding subject to the Uniform Guidance, as the Guidance requires, we will determine the major federal award program(s) and test controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to opine on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

Additionally, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on compliance based on the audit. While reasonable assurance is a high level of assurance, it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could directly and materially affect each of your major programs.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, the auditor's responsibilities are to:

- exercise professional judgment and maintain professional skepticism throughout the audit;
- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances' and
- obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

In accordance with the Uniform Guidance, we will prepare the following report:

*Independent Auditor's Report on Compliance with Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance*

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per the Uniform Guidance. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Additional Auditor Communication

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

1. Misstatements for correction, whether corrected or uncorrected
  - a. We will present those charged with governance our Summary of Identified Misstatements (if any) at the conclusion of our audit;
2. Instances where we believe fraud may exist. These would include instances where we:
  - a. Have persuasive evidence that fraud occurred.
  - b. Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely;
3. Noncompliance that comes to our attention. However, our audit provides no assurance that noncompliance generally will be detected and only reasonable assurance that we will detect noncompliance directly and materially affecting the determination of financial statement amounts;
4. Significant risks identified during the audit
5. Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
6. Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
7. Significant, unusual transactions;
8. Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards;
9. Significant difficulties we encountered during the audit, including significant delays by management, the unavailability of County personnel, or an unwillingness by management to provide information necessary to perform our procedures; and
10. Matters that are difficult or contentious for which we consulted outside the engagement team and that are, in our professional judgment, significant and relevant to those charged with governance regarding their responsibility to oversee the financial reporting process.

We will also communicate pertinent information, as necessary in our professional judgment, to those that have ongoing oversight responsibilities for the audited entity, including contracting parties or legislative committees, if any.

Our evaluation of internal control may provide evidence of waste or abuse. Because the determination of waste and abuse is subjective, we are not required to perform specific procedures to detect waste or abuse. If we detect waste or abuse, we will determine whether and how to communicate such matters.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

#### **YOUR MANAGEMENT RESPONSIBILITIES AND IDENTIFICATION OF THE APPLICABLE REPORTING FRAMEWORK**

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures

and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America. This includes compliance with Ohio Admin. Code 117-2-01 which requires designing, implementing and maintaining internal controls relevant to preparing and fairly presenting financial statements free from material misstatement whether due to fraud or error.

2. Providing us with:
  - a. draft financial statements, including all information relevant to their preparation and fair presentation, whether obtained from within or outside of the general and subsidiary ledgers (including all information relevant to the preparation and fair presentation of disclosures) and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline;
  - b. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including an expectation that management will provide access to information relevant to disclosures;
  - c. written representations as part of the engagement, from management and/or attorneys, understanding separate legal fees from attorneys may result;
  - d. additional information that we may request from management for the audit;
  - e. unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence;
  - f. the initial selection of and changes in significant accounting policies and their application; and
  - g. the process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information (including the Schedule of Expenditures of Federal Awards) in accordance with the applicable criteria.
  - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
  - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the County of the supplementary information and the auditor's report thereon.
5. Preparing other information, including but not limited to, annual reports as defined by AU-C 720, *Other Information in Documents Containing Audited Financial Statements*. Annual reports, including the final version of the Entity's ACFR, will be made available for our review prior to the date of the auditor's report.
6. Coordinating the completion of components audit to meet the County's reporting deadlines.
7. Reporting fraud and noncompliance of which you are aware to us.
8. Reviewing drafts of the audited financial statements, disclosures, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
9. Designing and implementing programs and controls to prevent and detect fraud.

***You should not rely on our audit as your primary means of detecting fraud.***

Compliance with Laws and Regulations

Management and those charged with governance are responsible for:

1. Being knowledgeable of, implementing systems designed to achieve compliance with, and complying with, laws, regulations, contracts, and grants applicable to the County.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the County (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, noncompliance, violations of provisions of laws, regulations, contracts or grant agreements, waste or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Management and those charged with governance are responsible for designing, implementing and maintaining internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Service Organizations

Service organizations are other governmental entities, organizations, or companies that provide services to you, as the user County, relevant to your internal controls over financial reporting. Service organizations process transactions reflected in your County's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your County uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls Report (Type 2 Service Organization Control Report (SOC 1))* may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT-C Section 320, *Reporting on an Examination of Controls at a Service Organization Relevant to User Entities' Internal Control Over Financial Reporting* discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SOC 1 report.)

**You are responsible for informing our staff of the service organizations your County uses, and for monitoring these service organizations' performance.**

Service organizations of which we are aware are:

- United Healthcare, which processes the County's health insurance claims;
- Optum Rx, which processes the County's prescription drug insurance claims;
- Dental Care Plus, which processes the County's dental insurance claims;
- Eyemed, which processes vision insurance claims;
- CareWorks, which processes the County's workers comp claims;



- US Bank and Bank of New York, which service the County's debt;
- Meeder Investment Group, which manages the County's investment accounts;
- Fairfield, which processes credit card payments online for dog licenses;
- Pioneer Credit Recovery, which processes County Court collections;
- State of Ohio, which processes the County's sales tax collections;
- Municipay, which processes credit card payments received by Building & Zoning;
- Heartland Payment Systems, which processes credit card payments for the water/sewer fees; and,
- F&E, which processes credit card payments for the Treasurer's Office.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SOC 1(or AUP) report are:

- Optum Rx
- Dental Care Plus
- Eyemed
- CareWorks
- Meeder Investment Group
- Municipay
- Heartland Payment Systems

Without an acceptable SOC 1 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your County's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your County's financial statements. You are responsible for communicating the need for a SOC 1 or AUP report to these service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the reports by approximately June 1, 2023 to meet your reporting deadline of June 30, 2023.

#### Uniform Guidance and Related Reporting

You are responsible for identifying all federal awards received and understanding the compliance requirements, federal statutes, regulations and the terms and conditions relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Expenditures of Federal Awards and accompanying footnote disclosures.

For grant funding subject to the Uniform Guidance, you are required to design, implement, and maintain effective internal controls to reasonably assure compliance with federal statutes, regulations and terms and conditions of federal awards and controls relating to preparing the Schedule of Expenditures of Federal Awards. Additionally, you are responsible for evaluating and monitoring noncompliance with federal laws, statutes, regulations, rules, and provisions of contracts or grant agreements of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and for preparing a summary of schedule of prior audit findings and a separate corrective action plan.

You are responsible for informing us of significant subrecipient relationships, beneficiary relationships and contractor relationships (previously known as vendor relationships), when the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for completing your County's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

You are responsible for providing electronic files that are unlocked, unencrypted and in an 85% text searchable PDF format for your County's single audit submission of the reporting package to the Federal

Audit Clearinghouse.

### **REPRESENTATIONS FROM MANAGEMENT**

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- management's responsibility for preparing the financial statements and relevant disclosures in conformity with generally accepted accounting principles, and the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance'
- the availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- management's responsibility for the County's compliance with laws and regulations;
- the identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts; and
- the absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- the inclusion of all components, and the disclosure of all joint ventures and other related organizations;
- the proper classification of funds, net position and fund balances;
- the proper approval of reserves of fund equity;
- appropriate accounting and disclosure of related party transactions;
- compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- representations relative to required supplementary information;
- the identification of all federal assistance programs, and compliance with grant requirements; and
- events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Expenditures of Federal Awards.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements include the related disclosures and required and other supplemental information*).

### **TERMS AND CONDITIONS SUPPORTING FEE**

As a result of our planning process, the County and the Auditor of State have agreed to an approach designed to meet the County's objectives for an agreed-upon fee, subject to the following conditions.

#### **Our Auditor Responsibilities**

In providing our services, we will consult with the County regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. Circumstances may require the Auditor of State to confirm balances with your financial institution resulting in additional nominal charges which will not require an amendment to this agreement. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Engagement Letter*.

**Your Management Responsibilities**

The County will provide in a timely manner all financial records and related information to us, an initial list of which will be furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Engagement Letter*.

**Confidential Information**

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

**Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$114,021.

Pursuant to Ohio Rev. Code § 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds. While eligible funds may include federal grant funds, additional restrictions under the Uniform Guidance 2 CFR 200.425 should be considered. For more information, refer to the annual *Hourly Audit Rates and Allocation of Audit Costs* technical bulletin available at [www.ohioauditor.gov](http://www.ohioauditor.gov).

**eServices Portal and Billing**

The Auditor of State's billing statements are available through the office's eServices portal located at <https://eservices.ohioauditor.gov>. Clients are required to designate one, or more, authorized users who must complete the registration process to establish an eServices account. A confirmed account will have the ability to access and/or update information regarding their customer account, including entity contact information, billing and payments, and an electronic check option for online payments. Authorized users are encouraged to keep eServices contact information updated.

Auditor of State billing statements are prepared monthly, and are sent to clients who have an outstanding balance through a paperless electronic billing system. Audit and Local Government Services are charged monthly, while clients using the Uniform Accounting Network are charged quarterly. The Warren County will receive an email notification at the beginning of the month that a statement is available for review. Clients are to access their billing statement upon receipt through eServices, and payment is due by the

date identified on the statement.

### **Delinquent Accounts**

A failure to pay the Auditor of State in full within forty-five days of the payment due date, identified on the monthly statement, shall constitute a delinquent account. Continued failure to make payment will result in the delinquent account being certified to the Ohio Attorney General's Office, Collection Enforcement, for collection under Ohio Revised Code 131.02(A). Alternatively, Ohio Revised Code 117.13(D) authorizes the Director of the Office of Budget and Management or the county auditor, in order to satisfy certified balances owed to the office of the Auditor of State, to withhold from a public office with delinquent accounts any amounts that are available up to the amount owed by the public office from those funds lawfully payable and due to the public office.

Audit clients experiencing difficulty meeting these requirements should contact the Auditor of State's Finance Department to make arrangements to pay delinquent balances prior to certification. Outstanding delinquent accounts may impact audit eligibility for reduced services, including agreed upon procedures and basic audits.

### **REPORTING**

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report, or if necessary, withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

### **ACCESS TO OUR REPORTS AND WORKING PAPERS**

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

*Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:*

This report only describes the scope of our internal control and compliance testing and our testing results, and does not opine on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the County's internal control and compliance. Accordingly, this report is not suitable for any other purpose.

*Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance:*

This report only describes the scope of our internal control compliance tests and the results of this testing based on Uniform Guidance requirements. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation,

the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code § 117.26, an audit report becomes a public record under Ohio Rev. Code § 149.43 when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public, including federal agencies and the U.S. Government Accountability Office, upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion. However, AOS policy requires we retain working papers for seven years or longer, as needed.

**PEER REVIEW REPORT**

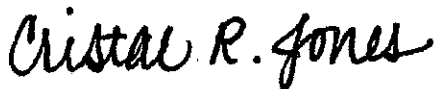
As required by *Government Auditing Standards*, we have made our most recent external quality control review report (Peer Review) publicly available, at [https://ohioauditor.gov/publications/Peer\\_Opinion.pdf](https://ohioauditor.gov/publications/Peer_Opinion.pdf). Audit organizations can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. The Auditor of State received a peer review rating of pass.

**ACKNOWLEDGEMENT AND AGREEMENT**

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Staci Reiley at (513) 361-8550.

Sincerely,

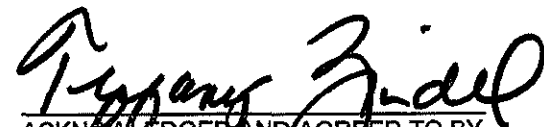
KEITH FABER  
Auditor of State



Cristal Jones, CPA  
Chief Auditor, Southwest Region

Attachment

cc: Matt Nolan, County Auditor  
Tiffany Zindel, County Administrator



ACKNOWLEDGED AND AGREED TO BY  
County Administrator  
TITLE

4-4-23  
DATE

**2 CFR Part 200 REPORTING PACKAGE**

2 CFR Part 200 Reference	Item	Responsibility	
		Auditee	Auditor
.508(b); .510(a)	Financial Statements	✓	
.515(a)	Report (opinion) on financial statements		✓
508(b); .510(b)	Schedule of Expenditures of Federal Awards	✓	
.515(a)	Report ("in-relation-to" opinion) on Schedule of Expenditures of Federal Awards		✓
.515(b)	Report on Compliance and Internal Controls - Financial Statements		✓
.515(c)	Report on Compliance and Internal Controls - (Major) Federal Awards		✓
.515(d)	Schedule of Findings and Questioned Costs <sup>1</sup>		✓
.508(c); .511(a),(b)	Schedule of Prior Audit Findings <sup>4</sup>	✓	
.512(a), (b)	Data Collection Form <sup>2</sup>	✓	✓
.511(c)	Corrective Action Plan <sup>3</sup>	✓	

<sup>1</sup> Required in all cases

<sup>2</sup> You may only submit the reporting package and Data Collection Form electronically. The reporting package will be uploaded and submitted along with the Data Collection Form. The Federal Audit Clearinghouse will distribute the required reporting packages to the Federal agencies per Section \_\_,512(g) of the Uniform Guidance, if the audit requires distribution to a Federal-funding agency. Complete the auditee certification process and submit the single audit reporting package and the Data Collection Form electronically to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

<sup>3</sup> Required for any GAGAS level or UG findings

**SAMPLE  
AMENDMENT #\_\_\_ TO ENGAGEMENT LETTER**

[Date]

[ENGAGEMENT LETTER ADDRESSEE]

Dear \_\_\_\_\_:

The engagement letter dated \_\_\_\_\_ between the Auditor of State and the County is hereby amended to reflect the following:

<u>Description of / Causes for Amendment</u>	<u>Estimated Fee Effect</u>
1	
2	
3	
4	
Total this amendment	\$0.00
Previous fee estimate	
Revised fee estimate	<u>\$0.00</u>

Please sign the copy of this letter in the space provided and return it to us. If you should have any questions, please call \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

KEITH FABER  
Auditor of State

[Name of Chief Auditor]  
Chief Auditor, [Name] Region

cc: [Engagement Letter cc's]

\_\_\_\_\_  
ACKNOWLEDGED AND AGREED TO BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

# Resolution

Number 23-0409

Adopted Date April 04, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO THE JOHN R. JURGENSEN FOR THE 2023 RESURFACING PROJECT

WHEREAS, bids were closed at 9:00 a.m., on March 23, 2023, and the bids received were opened and read aloud for the 2023 Resurfacing Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Jake Lemaster, Project Technician, John R. Jurgensen has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer's Office, that it is the intent of this Board to award the contract to John R. Jurgensen, 11641 Mosteller Road, Cincinnati, Ohio 45241, for a total bid price of \$5,593,545.89; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)  
OMB Bid file



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0410

Adopted Date April 04, 2023

**AWARD BID TO CHEMICALS INC. USA FOR THE 2023 SEWER TREATMENT PLANT  
CHEMICALS PROJECT**

WHEREAS, bids were closed at 9:15 a.m., on March 29, 2023, and the bids received were opened and read aloud for the 2023 Sewer Treatment Chemicals Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Michael Zeiher, Business Manager, Chemicals Inc. USA has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the bid to Chemicals Inc. USA, 270 Osborne Drive, Fairfield, Ohio 45014 for a bid price of \$3.13 per gallon of Sodium Hypochlorite, \$3.69 per gallon of Ferric Chloride, and \$3.36 per gallon of Sodium Bisulfite.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: c/a- Chemicals Inc. USA  
Water/Sewer (file)  
OMB Bid file

# Resolution

Number 23-0411

Adopted Date April 04, 2023

## ADVERTISE FOR BIDS FOR TRASH AND RECYCLING SERVICES ON BEHALF OF THE VILLAGE OF HARVEYSBURG

WHEREAS, the Village of Harveysburg has sought the services of the Warren County Solid Waste District for guidance on their trash and recycling contract, and

BE IT RESOLVED, to publish an advertisement for bid proposals for trash and recycling services in the Journal Pulse newspaper on behalf of the Village of Harveysburg.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: OGA (file)  
Village of Harveysburg (file)

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0412

Adopted Date April 04, 2023

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

WHEREAS, an electronic signature is required to participate in the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-4123-GRU-231 with the Ohio Department of Transportation; and

NOW THEREFORE BE IT RESOLVED, to authorize the Susanne Mason, Program Manager of the Warren County Transit Service, to electronically sign the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-4123-GRU-231 with the Ohio Department of Transportation, on behalf of the Warren County Board of County Commissioners, as attached and made a part hereof; and

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

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/sm

cc: C/A—Ohio Department of Transportation  
Transit (file)  
ODOT



OHIO DEPARTMENT OF TRANSPORTATION  
Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

1980 W. Broad Street, Columbus, OH 43223  
614-466-7170  
transportation.ohio.gov

March 7<sup>th</sup>, 2023

Warren County Board of Commissioners  
County Admin Bldg  
Lebanon, OH 45036

Dear Shannon Jones,

ELDERLY & DISABLED TRANSIT FARE ASSISTANCE PROGRAM  
CONTRACT NO.: EHTA-4123-GRU-231

The Ohio Department of Transportation (ODOT) is pleased to award you \$29,583 from our Elderly & Disabled Transit Fare Assistance Program. This grant award is for the farebox loss incurred during CY 2021 as a result of offering a reduced fare to the elderly and people with disabilities.

The Office of Transit is utilizing Electronic Signature Capability to implement contracts. Please look in your inbox for an email from OneSpan Sign to sign your SFY 2023 Elderly & Disabled contract electronically. After all parties have signed the document, the Office of Transit will then begin processing your reimbursement payment.

If you have any questions, please contact Joachim Bean at (614) 387-5697 or [Joachim.Bean@dot.ohio.gov](mailto:Joachim.Bean@dot.ohio.gov)

Respectfully,

E-SIGNED by Charles Dyer  
on 2023-03-16 12:43:08 GMT

Chuck Dyer  
Administrator  
Office of Transit



# OHIO DEPARTMENT OF TRANSPORTATION

## Elderly and Disabled Fare Assistance Program

SFY2023 Grant Program Year

### Grant Agreement

Awarding Agency:

State of Ohio

Department of Transportation

Recipient:

Warren County Board of Commissioners

ODOT FAN Number:

EHTA-4123-GRU-231

ODOT PID:

111789

## Contract Data Sheet

<b>Data Field</b>	<b>Data Field Name</b>	<b>Data Information</b>
1	ODOT - BlackCat Contract Number	N/A
2	Recipient Name	Warren County Board of Commissioners
3	Recipient's Unique Entity Identifier	MBMVKBQT8NK1
4	Recipient OAKS Vendor #	0000052991
5	Recipient OAKS ADDR CD #	004
6	Recipient Street Address 1	County Admin Bldg
7	Recipient Street Address 2	406 Justice Dr
8	Recipient City, State, and ZIP Code	Lebanon, OH 45036
9	Recipient Area/County	Warren County
10	ORC Section #	5501.07
11	ODOT Date of award to the Recipient	07/01/2022
12	State Award Period of Performance Start Date	7/1/2022
13	State Award Period of Performance End Date	6/30/2023
14	Total Amount of the State Award committed to the Recipient	\$29,583
15	State Award Project Description	SFY2023 Elderly and Disabled Fare Assistance Program Reimbursement Payment
16	Name of State Awarding Agency	Ohio Department of Transportation
17	Contact Information for State	Joachim Bean, 614-387-5697
18	ODOT Grant Program Name	SFY2023 Elderly and Disabled Fare Assistance Program
19	ODOT Grant Program Year	SFY2023
20	Identification of whether the award is R&D	N/A
21	ODOT PID #	111789
22	Authorizing Official	Shannon Jones
23	Authorizing Official's Email Address	Shannon.Jones@co.warren.oh.us

## Project Data Sheet

### Project 1

ODOT FAN Code	ODOT FAN Project Description	FTA ALI Code	State Share \$	State Share %
EHTA-4123-GRU-231	SFY2023 Elderly and Disabled Fare Assistance Program Reimbursement Payment	30.09.01	\$29,583	100%
<b>Total Project Cost</b>	<b>Federal Share \$</b>	<b>Federal Share %</b>	<b>Local Share \$</b>	<b>Local Share %</b>
\$29583	N/A	N/A	N/A	N/A

Internal Use Only			
Federal Share SAC	State Share SAC	Local Share SAC	State Job Number
N/A	4EV5	N/A	

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION

OFFICE OF TRANSIT

1980 W. BROAD ST., COLUMBUS, OH 43223

MAIL STOP 3110

OHIO REVISED CODE SECTION 5501.07

OPERATING/CAPITAL/PLANNING GRANT

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

ARTICLE 1

DEFINITIONS

**ADA:** Americans with Disabilities Act, as amended, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

**Administrator:** the Administrator of the Office of Transit.

**Application:** a request by an Eligible Applicant for funding under the Ohio Revised Code Section 5501.07 - Elderly and Disabled Fare Reimbursement Program containing all necessary information and meeting all requirements set forth in the Program and submitted to ODOT.

**Audit Finding:** the deficiencies which the auditor is required by 2 C.F.R. 200.516 paragraph (a) to report in the schedule of findings and questioned costs.

**Auditee:** any non-Federal entity that expends Federal awards which must be audited under 2 C.F.R. 200 Subpart F.



**Auditor:** an auditor who is a public accountant or a Federal, state, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government auditing standards.

**CFDA:** the Catalog of Federal Domestic Assistance.

**C.F.R.:** the Code of Federal Regulations.

**Capital Assets:** the tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with generally accepted accounting principles.

**Capital Expenditures:** the expenses to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

**Contract:** a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award.

**Contractor:** an entity that receives a contract; including any private, for profit operator, including but not limited to taxi companies, bus companies, and paratransit operators.

**Corrective Action:** any action taken by the auditee that: corrects identified deficiencies; produces recommended improvements; or demonstrates that audit findings are either invalid or do not warrant auditee action.

**Cost Allocation Plan:** the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. See Appendices IV, V, or VII in 2 C.F.R. 200 for guidance.

**Cost Sharing or Matching:** the portion of project costs not paid by Federal funds (i.e.: local match)

**Criteria:** The Elderly and Disabled Fare Reimbursement Program Criteria

**DBE:** a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**DUNS:** the Data Universal Numbering System

**Eligible Applicant:** an Ohio private Nonprofit Organization registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service; an agency which provides public transportation as defined in the Ohio Revised Code Section 5501.01.

**Eligible Assistance:** expenditure categories that may be reimbursed through the Program including Capital, Operating, and Planning Expenses.

**Federal Award:** the Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity (Program funds awarded to the Recipient).

**Federal Awarding Agency:** the Federal agency that provides a Federal award directly to a non-Federal entity.

**Federal Award Date:** the date when the Federal award is signed by the authorized official of the Federal awarding agency.

**Federal Interest:** the dollar amount that is the product of the: Federal share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

**Federal Share:** the portion of the total project costs that are paid by Federal funds.

**Federal Transit Laws:** The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

**Final Audit:** the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with 2 C.F.R. Part 200 Subpart F as applicable.

**FTA:** the Federal Transit Administration of US DOT.

**Grant Agreement:** a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity including this Agreement. ("Agreement")

**Indirect Costs:** those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

**Indirect Cost Rate Proposal:** the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate.

**Invoice:** a request made by the Recipient for reimbursement of Project expenses.

**Milestone Date:** Goal date(s) which are set by the Recipient and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

**Non-Federal Entity:** a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or Recipient.

**Nonprofit Organization:** an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

**ODOT:** the Ohio Department of Transportation.

**OMB:** the Executive Office of the President, Office of Management and Budget.

**Operating Expense:** the costs directly related to system operations which may be broken down into operating and administration.

**Pass-Through Entity:** a non-Federal entity that provides a Award to a Recipient to carry out part of a Federal program.

**Period of Performance:** the time during which the non-Federal entity may incur new obligations to carry out work authorized under the Federal award.

**Planning Expenses:** the expenditures to acquire external planning services or expenditures related to a subrecipient directly performing planning activities awarded under this agreement including marketing, materials, and staff time.

**Program:** the Elderly and Disabled Fare Reimbursement Program.

**Project Cost:** the total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

**Project Equipment:** the physical items obtained through the Projects funded in this Contract which includes vehicles and equipment.

**Projects:** The projects funded by this Contract identified in the Contract Data Sheet and Project Data Sheet defined above.

**Public Transportation System:** a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide a transportation service to the general public on a regular and continuing basis.

**Questioned Cost:** a cost that is questioned by the auditor because of an audit finding: which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Real Property:** the land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment funded in this Contract.

**Standard Assurances:** the assurances enumerated in FTA Circular 5100.0, 9030.1, 9040.1, 9070.1, as may be amended.

**State Award Date:** the date when the State award is signed by the authorized official of the Ohio Department of Transportation.

**State Fiscal Year:** the State of Ohio fiscal year from July 1 to June 30.

**State Interest:** the dollar amount that is the product of the: State share of total project costs; and current fair market value of the property, improvements, or both to the extent the cost of acquiring or improving the property were included as project costs.

**State Share:** the portion of the total project costs that are paid by State funds.

**Award:** an award provided by a pass-through entity to a Recipient for the Recipient to carry out part of a Federal or State award received by the pass-through entity. An Award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Recipient:** a non-Federal entity that receives a Award from a pass-through entity to carry out part of a Federal or State program; but does not include an individual that is a beneficiary of such program.

**Termination:** the ending of a Federal or State award, in whole or in part at any time prior to the planned end of period of performance.

**Third-Party In-Kind Contributions:** the value of non-cash contributions that: benefit a federally assisted project or program; and are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

**Transit Service:** The portion of service provided by Public Transportation Systems which is eligible for Grant Funds and for which a fare is charged. It must be operated primarily for, and advertised to, the general public over specifically designated routes or within a designated geographic area no less frequently than once each week. The service may be either Fixed-Route or Demand-Responsive and must be provided with vehicles designed for transporting nine or more seated adult passengers or provided as part of a 49 USC Section 5307 or 5311 funded project. Specialized Transportation Service is not Transit Service.

Transportation Development Credit (TDC): federal transportation funding tool that can be utilized by states as a means of meeting local and state matching requirements for federal funding.

US DOT: the United States Department of Transportation or any of its administrations.

## ARTICLE II

### SECTION 1: PURPOSE OF AGREEMENT

- 1.1 The purpose of this Agreement is to provide capital, operating, and planning financial assistance from ODOT to the Recipient in accordance with Ohio Revised Code Section 5501.07.
- 1.2 The State Award obtained through this Agreement shall be applied toward the payment of the Project Cost for capital, operating, and planning projects in accordance with Section 2 and the Project Data Sheet of this Agreement.

### SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Recipient shall apply all State Award funds provided under this Agreement to the Project Cost incurred in the acquisition of Project equipment and/or construction of Project facilities listed on the Contract Data Sheet.
- 2.2 Operating: The Recipient shall apply all State Award funds provided under this Agreement to the Operating Expenses incurred in the provision of public transportation service within Ohio.
- 2.3 Eligible Operating Expenses: The operating assistance shall be applied toward the Eligible Operating Expenses incurred during the period of performance as specified in the Contract Data Sheet.
- 2.4 Planning: The Recipient shall apply all State Award funds provided under this Agreement to the Planning Expenses incurred in the planning activities during the period of performance as specified in the Contract Data Sheet.

### SECTION 3: STATE AWARD

- 3.1 Capital: ODOT agrees that the Capital State Award funds paid to the Recipient in

accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet.

- 3.2 The actual amount of State Award funds the Recipient will receive shall be determined on the basis of Capital invoices submitted to ODOT but will be no greater than the Project Cost.
- 3.3 The Projects listed in Project Data Sheet of this Agreement must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this agreement. Capital items not purchased or awarded by that date become ineligible for State Award funds through this Agreement.
- 3.4 Operating: ODOT agrees that the operating State Award funds paid to the Recipient in accordance with this Agreement shall consist of a State share in an amount not to exceed the amount specified on the Project Data Sheet and a local share in an amount not to exceed the amount specified on the Project Data Sheet.
- 3.5 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Operating Expenses submitted to ODOT, as allowed under Eligible Assistance in the Elderly and Disabled Fare Reimbursement Program Criteria and Proposal Instructions.
- 3.6 The total amount of State Award funds the Recipient will receive shall be determined on the basis of Invoices for Planning Expenses submitted to ODOT, as allowed under Eligible Assistance in the Elderly and Disabled Fare Reimbursement Criteria and Proposal Instructions.
- 3.7 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Agreement. In the event such action occurs at any time before ODOT has made final payment under this Agreement, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1, 3.4, and 3.6 and shall be required to pay only such amount as it may determine available.
- 3.8 This Agreement is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this agreement, and that said balance is not already obligated to pay existing obligations. Payments of State Award funds are subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 18, 2019.

- 3.9 ODOT reserves the right to make partial payments on any Grant Agreement when necessary to conform with appropriate levels and cash availability.

**SECTION 4: METHOD OF PAYMENT**

- 4.1 The Recipient shall submit to ODOT, the Office of Transit, Invoices for items described in the Project Data Sheet of this Agreement as they are purchased following an ODOT approved procurement process, as Operating Expenses are incurred, and/or as Planning activities are performed.. Upon receipt of an Invoice, ODOT will initiate the payment of the State Award funds specified in Section 3 of this Contract, corresponding to the Eligible Assistance incurred by the Recipient which is identified on the Invoice.
- 4.2 Reimbursement to the Recipient shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Recipient and shall not constitute a waiver of any breach of this Agreement by the Recipient or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

**SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS**

- 5.1 The Recipient and all Project Contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to Public Transportation Systems, Transit Service, and all other Program subrecipient types. In accordance with federal law, the FTA Master Agreement, as revised, is incorporated herein by reference.
- 5.2 The Recipient shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the agreement, including but not limited to, the laws referred to in these provisions of the agreement and the other agreement documents. If the agreement documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Recipient shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 Recipient agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 5.4 Recipient affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to their campaign committees.



5.5 The Recipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

5.6 *Trade:* Pursuant to the federal Export Administration Act and Ohio Revised Code 9.76(B), the Subrecipient and any contractor or sub-contractor shall warrant that they are not boycotting any jurisdiction with whom the United States and the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The Subrecipient certifies that it, its Contractors, subcontractors, and any agent of the Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://sanctionssearch.ofac.treas.gov/>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

5.7 The Subrecipient shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Agreement.

#### **SECTION 6: BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES:**

6.1 **Banning the Expenditure of Public Funds on Offshore Services:** The Recipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine and shall abide by those requirements in the performance of this Agreement, and shall perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment and also is available at the following website:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

The Recipient also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Recipient or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

6.2 **Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:** If Recipient or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material

breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Recipient or any of its subcontractors perform any such services, Recipient shall immediately return to the State all funds paid for those services. The State may also recover from the Recipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Recipient performing services outside the United States.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Recipient. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of ten percent 10% of the value of the Agreement.

The State, in its sole discretion, may provide written notice to Recipient of a breach and permit the Recipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Recipient any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Recipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services the Recipient performed outside of the United States, costs associated with corrective action, or liquidated damages.

Further, the Recipient shall not make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Ohio Executive Order is no longer effective.

### **6.3 Banning the Expenditure of Public Funds on Offshore Services - Assignment/Delegation.**

The Recipient will not assign any of its rights, nor delegate any of its duties and responsibilities under this Agreement, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

## **SECTION 7: REQUIRED INFORMATION AND DOCUMENTATION**

- 7.1 The Recipient shall submit copies of all documents relating to this Agreement, including all bids and financial reports, to the Administrator or his or her agents upon request.
- 7.2 The Recipient shall:
  - (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs;

- (b) Submit Progress Reports as required by ODOT;
  - (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Program; and
  - (d) Provide copies of all procurement related documentation for all capital items and/or services.
- 7.3 The Recipient shall establish and maintain accounts for the Projects in conformance with 2 C.F.R. 200.302 *Financial management*. Each operating, capital, or planning Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. Retention of these documents must follow the retention requirements as stated in 2 C.F.R. 200.333 *Retention requirements for records*. The Recipient shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.
- 7.4 The Recipient shall submit all other information to the Administrator as requested by ODOT or its agents.

#### SECTION 8: PROJECT ADMINISTRATION

- 8.1 The Recipient shall return any overpayment of State Award funds, made to the Recipient or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.
- 8.2 The Recipient shall have an audit performed in accordance with 2 C.F.R. 200 Subpart F, as applicable. If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the management letter and corrective action plan must be submitted in conjunction with the audit report, as applicable in 2 C.F.R. 200.511 *Audit findings follow-up*.
- 8.3 The Recipient shall permit ODOT or any of its agents to inquire into any agreements between the Recipient and any third party pertaining to the Projects. The Recipient shall also permit ODOT or any of its agents to inspect all vehicles, operations, facilities, and equipment purchased or operated for the Projects.
- 8.4 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Recipient shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment. The Recipient shall also follow the requirements for equipment stated in the *Title, Use, Management requirements, and Dispositions* sections in 2 C.F.R. 200.313 *Equipment*.

- 8.5 The Recipient agrees that, in accordance with 2 C.F.R 200.336 *Access to records*, US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects.

**SECTION 9: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT**

- 9.1 Sale or disposition of Project Equipment shall be undertaken by the Recipient only after requesting disposition instructions from ODOT and receiving ODOT's written approval. If applicable, upon disposition the Recipient shall refund to ODOT the State share of the Fair Market Value of the Project Equipment in accordance with the requirements stated in 2 C.F.R 200.313 *Equipment*.
- 9.2 The Recipient shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment or Real Property unless such action is authorized in writing by the Administrator.

**SECTION 10: REQUIRED INSURANCE COVERAGE**

- 10.1 The Recipient shall purchase and maintain throughout the Project Life a comprehensive policy of insurance upon the Project Equipment. Said policy shall include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project Equipment in an amount no less than the Federal and State participation rate of the fair market value. Liability insurance shall protect ODOT, and the Recipient from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Recipient or by anyone directly or indirectly associated with the Recipient. Unless the Recipient receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the a public/governmental Recipient shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate and, for a for Nonprofit Organization Subrecipient, \$1,500,000 per occurrence and \$1,500,000 in the aggregate.
- 10.2 If the Project Equipment and/or Real Property is to be located in an area identified by the Secretary of the United States Department of Housing and Urban Development as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, 42 U.S.C. 4011 et. Seq., the Recipient shall purchase flood insurance upon the Project Equipment and/or Real Property in an amount which is equal to the Federal and State shares of its Fair Market Value based on the original Federal and State participation rates.

**SECTION 11: NO ADDITIONAL WAIVER IMPLIED**

- 11.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such

dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement can be reached, the dispute will be referred for resolution to the Director of ODOT; legal questions will be referred to the State Attorney General for resolution.

**SECTION 12: SEVERABILITY**

- 12.1 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

**SECTION 13: INDEPENDENCE OF RECIPIENT**

- 13.1 In no event shall the Recipient or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 13.2 The Recipient agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

**SECTION 14: REPRESENTATIONS AND WARRANTIES MADE BY RECIPIENT**

- 14.1 The Recipient hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit organization and that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- 14.2 The Recipient hereby restates and confirms all statements, representations, covenants, and agreements contained in the Recipient's application for the Federal Award funds awarded pursuant to this Agreement.

**SECTION 15: ASSIGNMENT OF AGREEMENT**

- 15.1 The Recipient shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Agreement without the express prior written consent of ODOT, and such written consent shall not release the Recipient from any obligations of this Agreement.

**SECTION 16: CONTRACTS OF THE RECIPIENT**

- 16.1 The Recipient shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

**SECTION 17: CONTRACT DISPUTE RESOLUTION**

- 17.1 In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiation between the Administrator and the Recipient. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 17.2 The Recipient shall avail itself of all legal and equitable remedies under any third-party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third-party contract.
- 17.3 The Recipient hereby agrees that ODOT shall receive, the State share of any proceeds derived from any third-party recovery.

**SECTION 18: DEFAULT**

- 18.1 Neglect or failure of the Recipient to comply with any of the terms, provisions, or conditions of this Agreement or any other Grant Agreement entered into between ODOT and the Recipient, whether or not payment of State Award funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Agreement by the Recipient to be true, shall be an event of default, provided, that if by reason of *force majeure* the Recipient is unable in whole or in part to carry out its covenants contained herein, the Recipient shall not be deemed in default during the continuance of such inability.
- 18.2 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Recipient. The Recipient shall, however, remedy with all reasonable dispatch each cause preventing the Recipient from carrying out its covenants contained herein.
- 18.3 Whenever an event of default has occurred, ODOT may (a) direct the Recipient to comply with such orders of disposition of the Project Equipment as ODOT may issue, (b) direct the Recipient to return to ODOT the percentage of the State share of the remaining Fair Market Value, if any, which is realized from the Recipient's disposition of the Project Equipment, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Recipient of all or any portion of the State Award funds for any period of time that the Recipient has been in default.
- 18.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any

other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this agreement or now or hereafter existing at law or in equity.

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

**SECTION 19: PROGRAM CRITERIA**

- 19.1 The current Criteria for the Elderly and Disabled Fare Reimbursement Program as determined by ODOT is incorporated into this grant agreement in its entirety, and ODOT will determine the applicability of particular criteria and definitions to this agreement.

**SECTION 20: CAPTIONS**

- 20.1 The section captions in this Agreement are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Agreement or any part hereof and shall not be considered in any construction hereof.

**SECTION 21: OFFER EFFECTIVE DATE; TERMINATION**

- 21.1 When transmitted by ODOT to the Recipient, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Recipient within *thirty* (30) days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Recipient. After execution this Agreement shall become effective upon the Award period of performance start date stated in the Contract Data Sheet.
- 21.2 ODOT hereby reserves the right to terminate the Projects and cancel this Agreement if ODOT and US DOT agree that the continuation of the Projects would not justify further expenditure of Federal Award funds or there is pending litigation which, in the opinion of ODOT and US DOT, may jeopardize the Grant Funds, the Contract between ODOT and US DOT, or the Projects.
- 21.3 This Agreement and obligation of the parties herein may be terminated by either party with thirty days written notice to the other party. In the event of termination, the Subrecipient shall cease work, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish all data results, reports, and other materials describing all work under this contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as ODOT may require.
- 21.4 In the event of termination, the Subrecipient shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any

further claims, and the claims submitted by the Subrecipient shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT in which services have not been rendered by the Subrecipient shall be returned to ODOT.

#### SECTION 22: DRUG-FREE WORK PLACE

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

#### SECTION 23: NONDISCRIMINATION

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

- 23.1 **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this agreement.
- 23.2 **Non-discrimination:** The contractor, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below as the pertinent nondiscrimination authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 23.3 **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- 23.4 **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any



information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 23.5 **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such agreement sanctions as it or FTA may determine to be appropriate, including, but not limited to:
- a. withholding payments to the contractor under the agreement until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 23.6 **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 23.7 During the performance of this agreement, the Recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

**SECTION 24: EQUAL EMPLOYMENT OPPORTUNITY**

- 24.1 In carrying out this agreement, Recipient shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Recipient shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Recipient will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 24.2 Recipient agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Recipient shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part

of such project work.

- 24.3 Recipient agrees to ensure that minority business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

**SECTION 25: GOVERNING LAWS**

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

**SECTION 26: FINDINGS FOR RECOVERY**

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

**SECTION 27: NOTICE**

- 27.1 Notice under this Agreement shall be directed as follows:

**IF TO RECIPIENT:**

Warren County Board of Commissioners  
County Admin Bldg  
406 Justice Dr  
Lebanon, OH 45036

**IF TO ODOT:**

Ohio Department of Transportation  
Office of Transit, 2nd Floor  
1980 W. Broad Street  
Mail Stop 3110  
Columbus, Ohio 43223

**SECTION 28: MODIFICATIONS**

28.1 This agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Recipient.

**SECTION 29: SIGNATURES**

29.1 Any person executing this Grant Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Grant Agreement on such principal's behalf.

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

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

**RECIPIENT**

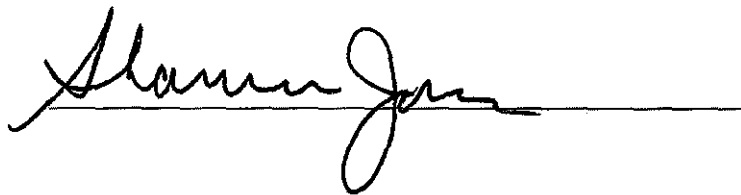
**Warren County Board of Commissioners**

County Admin Bldg, 406 Justice Dr

Lebanon, OH 45036

---

By:



**STATE OF OHIO**

**DEPARTMENT OF TRANSPORTATION**

By:

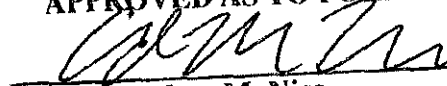


E-SIGNED by Tim McDonald  
on 2023-03-10 15:41:01 GMT

---

Jack Marchbanks, Ph. D., Director

**APPROVED AS TO FORM**



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

# Resolution

Number 23-0413

Adopted Date April 04, 2023

DECLARE VARIOUS ITEMS WITHIN BOARD OF ELECTIONS, BUILDING & ZONING, MARY HAVEN, AND FACILITIES MANAGEMENT AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

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

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tm

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

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

# GovDeals<sup>®</sup>

A Liquidity Services Marketplace

Search Auctions



[Advanced Search](#)



## Ballot Printer

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

Sign In to Place Bid

0 visitors

Condition	Category	Inventory ID
Used/See Description	Election Equipment	BOE230020
Balotar Compact Single Tray Printer.		

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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## DESK, HUTCH, CHAIRS, FLOOR MAT TRASH CAN, CARTS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

B&Z230003

3 DESKS WITH HUTCHES AND 3 DRAWER FILING CABINET, 2 CHAIRS, 1 FLOOR MAT, 1 TRASH CAN, 2 CARTS TO HANG FILE FOLDERS

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information



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## BAD BOY ZERO TURN MOWER - 54" CUT

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Make/Brand	Model	Hours
BAD BOY	BMG5425KO	100
Condition	Category	Inventory ID
Used/See Description	Mowing Equipment	FAC230027

Bad Boy Magnum Zero Turn Mower. 54" mower deck. Kohler 725cc. 3 gallon fuel capacity. 22 horsepower. 1" to 4" cutting height. Model #BMG5425KO 100.2 hours

Good condition but may need a new battery.

As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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## 4 DRAWER LATERAL FILING CABINET

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Furniture/Furnishings	FAC230028

4 drawer lateral filing cabinet. In decent condition. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



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

**Asset Contact** [Tammy May](#) (Phone: 513-695-1463)

**Asset Location** 430 Justice Dr  
Lebanon, Ohio 45036-2384  
[Map to this location](#)

### Q Inspection

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

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

# GovDeals<sup>®</sup>

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## LOT OF 5 FILING CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition

Category

Inventory ID

Used/See Description

Furniture/Furnishings

FAC230030

Lot of 5 filing cabinets. As pictured. Very good condition.  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

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## LOT OF 5 FILING CABINETS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

**Condition**

**Category**

**Inventory ID**

Used/See Description

Furniture/Furnishings

FAC230031

Lot of 5 filing cabinets. As pictured. Very good condition.  
As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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

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## LOT OF MISCELLANEOUS ELECTRICAL SUPPLIES

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

**0** visitors

Condition	Category	Inventory ID
Used/See Description	Builders Supplies	FAC230032

Lot of miscellaneous electrical supplies as pictured.

### ? Questions and Answers

There are currently no questions posted for this asset.

[» Seller Information](#)

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## LOT OF MISCELLANEOUS FILTERS

Auction Ends **ET**

Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors



Condition	Category	Inventory ID
Used/See Description	Building Maintenance	FAC230033

Lot of filters. Most are 20 x 20 x 2. 1 case of 18 x 24. Some carbon fiber filters. Approximately 58 filters total. As is.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information

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

# GovDeals<sup>®</sup>

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## 2 Coat Racks

Auction Ends	3/14/23 10:07 AM ET
Buyer's Premium	12.50%
Starting Bid	\$1.00
Bids	1
High Bidder	c*****m
Current Bid	\$0.00
Bid Increment	\$2.00
Minimum Bid	\$1.00

[Terms and Conditions](#)

Sign In to Place Bid

38 visitors

Quantity	Condition	Category	Inventory ID
Lot 1	Used/See Description	Furniture/Furnishings	MRY23006

2 Coat Racks

### ? Questions and Answers

There are currently no questions posted for this asset.

» Seller Information

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

# Resolution

Number 23-0414

Adopted Date April 04, 2023

## ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/28/23 and 3/30/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

/tao

cc: Auditor



*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0415

Adopted Date April 04, 2023

## APPROVE VARIOUS RECORD PLATS

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

- Stokes Reserve, Section Five B – Clearcreek Township
- Farmcrest Estates, Block “A” Section 1, Rev. 1 – Deerfield Township

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File  
RPC

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0416

Adopted Date April 04, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT  
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 6,500.00 into BUDGET-BUDGET 22891224-5210 (Materials & Supplies)

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 23-0417

Adopted Date April 04, 2023

APPROVE SUPPLEMENTAL APPROPRIATIONS IN THE RID FUNDS 3393 AND 4493

WHEREAS, supplemental appropriations are necessary in order to pay Auditor and Treasurer fees for the 22TY/23CY real estate settlements; and

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

\$7,000.00 into #33933918-5910 (Other Expense)

\$3,000.00 into #44933908-5910 (Other Expense)

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

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

cc: Auditor (file)   
Supplemental App. file

# Resolution

Number 23-0418

Adopted Date April 04, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND  
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

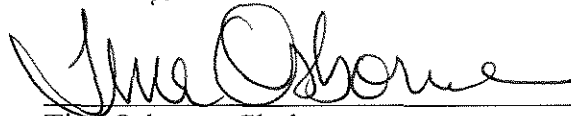
\$740.88      from    #227351005320      (Capital Purchases)  
                 into    #227351005317      (Non-Capital Purchases)

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc:

Auditor

Appropriation Adj. file

Children Services (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0419

Adopted Date April 04, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2274

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,000.00      from #22741410-5318      (Data Bd Approv. – Non Cap)  
                  into #22741410-5317      (Non Capital Purchases)

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Tina Osborne, Clerk

cc: Auditor   
Appropriation Adjustment file  
County Court (file)

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0420

Adopted Date April 04, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT  
#11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

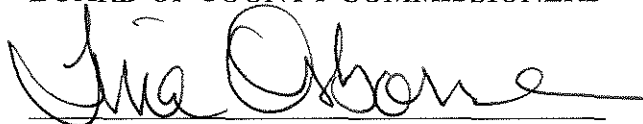
\$ 2,000.00	from	11011220-5820	(Health & Life Insurance)
	into	11011220-5911	(Non Taxable Meal Fringe)

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

# Resolution

Number 23-0421

Adopted Date April 04, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT  
#11011220 AND FROM COURT SERVICES #11011223 INTO COMMON PLEAS #11011220

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00    from    11011220-5102        (Regular Salaries)  
                  into    11011220-5850        (Training/Education)

\$ 5,000.00    from    11011223-5102        (Regular Salaries)  
                  into    11011220-5911        (Non taxable Meal Fringe)

\$ 5,000.00    from    11011223-5102        (Regular Salaries)  
                  into    11011220-5940        (Travel)

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO

# Resolution

Number 23-0422

Adopted Date April 04, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT FUND  
#11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,500.00	from	11011223-5102	(Regular Salaries)
	into	11011223-5940	(Travel)

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

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

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
Tina Osborne, Clerk

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



# Resolution

Number 23-0423

Adopted Date April 04, 2023

AUTHORIZING PARTICIPATION IN A SUBLEASE-PURCHASE ARRANGEMENT WITH THE OHIO SECRETARY OF STATE FOR THE PURPOSE OF ACQUIRING AND IMPLEMENTING VOTING MACHINES AND EQUIPMENT AND FINANCING CERTAIN COSTS THEREOF, A SUBLEASE-PURCHASE AGREEMENT EVIDENCING SUCH ARRANGEMENT, AND MATTERS RELATED THERETO

WHEREAS, pursuant to Amended Substitute Senate Bill 135 of the 132nd Ohio General Assembly (as the same may be amended, modified, revised, supplemented or superseded from time to time, the "Act") and the financing program authorized thereunder (the "SoS Financing Program"), the Secretary of State of the State of the Ohio (the "Sublessor") is providing financing to Ohio counties for the acquisition of voting systems, including, but not limited to, voting machines, marking devices, automatic tabulating equipment, and direct record electronic voting machines, as defined in Ohio Revised Code ("ORC") Section 3506.01, together with associated allowable expenditures, as defined in the Act; and

WHEREAS, in accordance with ORC Section 3506.02, it has been determined that the equipment used by the citizens of the County of Warren, Ohio (the "Sublessee") to vote in federal, state and local elections shall be changed to that equipment described in the Proposal of Clearballot (the "Vendor") dated March 2, 2023 (the "Proposal"); and

WHEREAS, the Vendor has submitted a draft contract for the implementation of the Proposal to the Sublessee (the "Project Contract"), and the Sublessor has reviewed and approved the Project Contract (as it relates to the SoS Financing Program) and the Project Equipment (as hereinafter defined); and

WHEREAS, the Proposal requires the Sublessee to acquire certain voting machines and equipment (the "Project Equipment") and pay certain costs related to implementing the Proposal (along with the acquisition of the Project Equipment, the "Project") and this Board of County Commissioners of the Sublessee (the "Legislative Authority") desires to accept the Proposal, enter into the Project Contract, undertake the Project, and finance a portion of the cost of the Project by utilizing the provisions of the SoS Financing Program;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Warren, State of Ohio, that:

**SECTION 1.** It is hereby determined to be necessary, desirable and expedient, and in the best interests of the Sublessee and its citizens, for the Sublessee (i) to accept the Proposal, (ii) enter into the Project Contract, (iii) acquire the Project Equipment, and (iv) finance a portion of the costs of the Project Equipment (the "State-Financed Equipment") and other costs of the Project by participating in the SoS Financing Program.

**SECTION 2.** The Sublessee's participation in the SoS Financing Program shall be evidenced by a Sublease-Purchase Agreement between the Sublessor and the Sublessee (together with all exhibits and appendices thereto, the "Sublease"). At least two members of the Legislative Authority and the Sublessee's County Auditor (collectively, the "County Signers") are hereby separately and

individually authorized, alone or with others, to execute and deliver the Sublease on behalf of the Sublessee in substantially the form presently on file with the Legislative Authority, which is hereby approved, with such changes not substantially adverse to the Sublessee as the County Signers may approve; the approval of such changes and that the same are not substantially adverse to the Sublessee shall be conclusively evidenced by the execution of the Sublease by the County Signers.

**SECTION 3.** All of the obligations of the Sublessee set forth and covenants made by the Sublessee under the Sublease are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Sublessee within the meaning of ORC Section 2731.01 et seq.

**SECTION 4.** Pursuant to the SoS Financing Program, the Sublessee shall not be required to make any scheduled payments towards the purchase of the State-Financed Equipment to the Sublessor or any other entity. To pay that portion of the cost of the Project not financed through the SoS Financing Program, there is hereby appropriated from the Sublessee's General Fund (i) the amount of \$0.00, and (ii) to pay the Sublessee's other obligations under the Sublease during this 2023, the amount of \$0.00.

**SECTION 5.** The County Signers and other appropriate officers of the Sublessee, or any of them, are hereby separately and individually authorized and directed to (i) make the necessary arrangements with the Sublessor to establish the date, location, procedure and conditions for executing and delivering the Sublease, and delivering the Sublease to, the Sublessor, and (ii) give all appropriate notices and execute and deliver, on behalf of the Sublessee, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or appropriate in order to carry out, give effect to and consummate the transaction contemplated thereby in such forms as the official executing the same may approve, and to take all other steps necessary or appropriate to effect the due execution, delivery and performance of the Sublease pursuant to the provisions of this resolution. The Clerk of the Board of County Commissioners shall furnish to the Sublessor a true transcript of proceedings pertaining to the Sublease containing such information from the records of the Sublessee as is necessary to evidence or determine the regularity and validity of the authorization, execution and delivery of the Sublease. Each of the County Signers is hereby separately and individually designated to act as the authorized representative of the Sublessee for purposes of the Sublease until such time as the Legislative Authority shall designate any other or different authorized representatives for such purpose.

**SECTION 6.** The Sublease shall constitute a special obligation of the Sublessee. Nothing in the Sublease or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt, bonded indebtedness or a general obligation of the Sublessee. Neither the taxing power nor the full faith and credit of the Sublessee are pledged or shall be pledged for the payment or security of the Sublease, or any other related agreement or document.

**SECTION 7.** The Legislative Authority acknowledges that the Sublessor has obtained funds for the SoS Financing Program by utilizing a sublease-purchase / certificates of participation arrangement, and that the interest component of the Sublessor's lease payments thereunder is intended to be exempt from federal income taxation under the Internal Revenue Code of 1986, as amended and the regulations prescribed thereunder (the "Code"). The Legislative Authority hereby covenants that it will restrict the use of the State-Financed Equipment in such manner and to such

RESOLUTION #23-0423

APRIL 4, 2023

PAGE 3

extent, if any, as may be necessary after taking into account reasonable expectations at the time the Sublease is entered into, so that the interest portion of such lease payments by the Sublessor will not be subject to federal income taxation under the Code. Any County Signer or any other officer having responsibility with respect to the execution and delivery of the Sublease is authorized and directed to give an appropriate certificate on behalf of the Sublessee on the date of delivery of the Sublease, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the State-Financed Equipment and other matters under the Code

**SECTION 8.** It is hereby determined that the terms of the Sublease and this resolution are in compliance with all legal requirements. If any section, paragraph, clause or provision of this resolution or the Sublease shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any remaining provisions of this resolution or the Sublease, respectively. Any provisions of any ordinance or resolution inconsistent with this resolution are hereby repealed, but only to the extent of such inconsistency; this provision shall not be construed as reviving any ordinance or resolution or any part thereof.

**SECTION 9.** It is found and determined that all formal actions of the Legislative Authority concerning and relating to the adoption of this resolution were adopted in an open meeting of the Legislative Authority, and that all deliberations of the Legislative Authority and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including ORC Section 121.22.

**SECTION 10.** This resolution shall take effect and be in force upon its adoption.

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

Mr. Young – absent

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 4<sup>th</sup> day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Secretary of State  
Board of Elections (file)

# Resolution

Number 23-0424

Adopted Date April 4, 2023

ACCEPT FULL AND FINAL SETTLEMENT AND RELEASE OF SUBROGATION LIEN  
AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE  
THERE TO

BE IT RESOLVED, to accept the Full and Final Settlement and Release of Subrogation Lien  
relative to the workers compensation claim number BWC 210001571-S15548 and authorize the  
County Administrator to sign document as attached hereto and made a part hereof.

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

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

Resolution adopted this 4th day of April 2023.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—BWC Claimant  
OMB (file)  
Kathryn Horvath, Assistant Prosecutor  
Tammy Whitaker