

Resolution

Number 17-1657

Adopted Date October 24, 2017

APPROVE PROBATIONARY PERIOD EXTENSION OF THREE MONTHS FOR KATRINA KOUTS, EMERGENCY COMMUNICATIONS OPERATOR WITHIN EMERGENCY SERVICES

WHEREAS, Ms. Kouts was promoted to Emergency Communications Operator with a 180 day probationary period; and

WHEREAS, the Operations Manager has requested to extend Ms. Kouts' probation period an additional three months as Ms. Kouts has not yet been trained on all aspects of the job duties for an Emergency Communications Operator; and

WHEREAS, the parties agree that it is in their best interests for the Employee to receive the necessary training and to successfully complete her probationary period; and

NOW THEREFORE BE IT RESOLVED, to approve the probationary period extension an additional three months probationary period, ending January 9, 2018, for Katrina Kouts, Emergency Communications Operator within Emergency Services; as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
Katrina Kouts' Personnel file
OMB – Sue Spencer

Resolution

Number 17-1658

Adopted Date October 24, 2017

APPROVE MOVING TOM DUFFY FROM PART-TIME CUSTOMER ADVOCATE TO PERMANENT FULL-TIME CUSTOMER ADVOCATE WITHIN OHIOMEANSJOBS OF WARREN COUNTY

WHEREAS, the director of OhioMeansJobs has requested to move Mr. Duffy to Permanent Full-Time versus replacing a vacant position within the department; and

NOW THEREFORE BE IT RESOLVED, to move Tom Duffy from Part-Time Customer Advocate to Permanent Full-Time Customer Advocate within OhioMeansJobs of Warren County, effective pay period beginning October 28, 2017.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: OhioMeansJobs (file)
Tom Duffy's Personnel file
OMB- Sue Spencer
Tammy Whitaker

Resolution

Number 17-1659

Adopted Date October 24, 2017

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JULIE DRISCOLL,
ADMINISTRATIVE SUPPORT, WITHIN THE OFFICE OF MANAGEMENT AND BUDGET

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Julie Driscoll,
Administrative Support; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for
Julie Driscoll for a personal illness not to exceed twelve (12) weeks; pending further documentation
from Mrs. Driscoll's physician.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OMB (file)
J. Driscoll's FMLA file
OMB- Sue Spencer

Resolution

Number 17-1660

Adopted Date October 24, 2017

HIRE KIMBERLY EVERS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Kimberly Evers as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #3, \$10.56 per hour, effective October 30, 2017, subject to a negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
Kimberly Evers' Personnel file
OMB-Sue Spencer

Resolution

Number 17-1661

Adopted Date October 24, 2017

TEMPORARILY RECLASSIFY GARY HUBBS TO THE POSITION OF BUILDING AND ELECTRICAL SUPERVISOR WITHIN THE DEPARTMENT OF BUILDING AND ZONING

WHEREAS, due to the extended absence of the current Building and Electrical Supervisor, it is the desire of this Board to temporarily reclassify Gary Hubbs to said position; and

NOW THEREFORE BE IT RESOLVED, to temporarily reclassify Gary Hubbs as Building and Electrical Supervisor, effective pay period beginning October 28, 2017 ; and

BE IT FURTHER RESOLVED, to approve a temporary pay increase for Gary Hubbs, said hourly wage to be \$28.37 per hour effective pay period beginning October 28, 2017.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building and Zoning (file)
G. Hubbs' Personnel file
OMB-Sue Spencer

Resolution

Number 17-1662

Adopted Date October 24, 2017

APPROVE AGREEMENT WITH BUTLER COUNTY COMMISSIONERS AS LEAD AGENCY FOR OHIO MEANS JOBS BUTLER, CLERMONT, WARREN AS WIOA PROVIDER OF OPERATOR SERVICES FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into an agreement with Butler County Commissioners (hereafter "Provider) on behalf of the Area 12 Workforce Development Board; and

WHEREAS the contract shall be effective from date of contract signature and execution until June 30, 2018 with up to two (2) one-year additional option renewals at WIBBCW discretion; and

WHEREAS the maximum amount payable for this contract shall not exceed \$117,438.00; and

WHEREAS the funding amount may increase or decrease during the subsequent years of operation based on the discretion of the WIBBCW, the funding available, and/or Provider's ability to provide required services and deliverables; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services in furtherance of the agreement the Board authorizes expenditures \$117,438.00 through June 30, 2018. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Butler County Board of Commissioners
Workforce Investment Board (file)

Workforce Investment Board | Butler • Clermont • Warren

WIOA OMJ Operator Services Contract

The Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 has accepted the proposal submitted by OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) to provide the services solicited under the Request for Proposals to purchase Ohio Means Jobs (OMJ) Center Operator and/or Career Services under the Workforce Innovation and Opportunity Act (WIOA). As indicated in its proposal, the Butler County Department of Job and Family Services is the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW).

Therefore, this contract is entered into by and between the Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent; and the Butler County Board of Commissioners on behalf of Butler County Department of Job and Family Services, (hereinafter "Provider") who is the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW).

This instrument embodies the entire contract of the two parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or contracts, either written or oral; between the two parties to this contract. Further, there is no direct contractual relationship, either written or implied, between the WIBBCW and any other organizational members of OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) with respect to the services purchased under this document.

1. TERM / CONTRACT AMOUNT

This contract shall be effective from date of contract signature and execution until June 30, 2018 with up to two (2) one-year additional option renewals at WIBBCW discretion. No services provided prior to the commencement date shall be covered under the terms of this contract.

The maximum amount payable for this contract shall not exceed \$117,438.00. The funding amount may increase or decrease during the subsequent years of operation based on the discretion of the WIBBCW, the funding available, and/or Provider's ability to provide required services and deliverables. If funding is materially increased or decreased, the Provider's required service levels and deliverables will also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and its inclusive Exhibits, Provider agrees to perform the services as described in Exhibit I, OMJ Operator Services Deliverables; Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and Comprehensive Case Management Employment Program (CCMEP) services*); Exhibit III, Budget; and Exhibit IV, Organizational Chart.

This contract is conditioned upon federal, state, and/or local policy and regulation. If, during any stage during this contract policy changes occur that would impact how and what services are provided, the WIBBCW reserves the right to modify or terminate Provider's services or the entire contract.

3. EXHIBITS

Exhibits for this contract are as follows:

1. Exhibit I, OMJ Operator Services Deliverables;
2. Exhibit II, Provider's Response to WIBBCW's Request for *Proposals (with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services)*;
3. Exhibit III, Budget;
4. Exhibit IV, Organization Chart; and
5. Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-201

A. Order of Precedence

This contract is based upon Exhibits I through V as defined above. This contract and its inclusive exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provisions of this contract irreconcilably conflict with an exhibit, this contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

Exhibit I, OMJ Operator Services Deliverables;

Exhibit II, Provider's Response to WIBBCW's Request for *Proposals (with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services)*;

Exhibit III, Budget;

Exhibit IV, Organization Chart; and

Exhibit V, CORSA Memorandum of Coverage 2017-2018.

B. Provider Responsibility

1. Provider will coordinate and oversee all aspects of the services and activities described in Exhibit II, Provider's Response to WIBBCW's Request for *Proposals (with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services)* in carrying out the services purchased under this contract.
2. Provider will maintain written records and reports of all services, activities, and expenses as required by federal and state law, and local WIBBCW policy. Services, activities, and expenses for which there is no supporting documentation will not be reimbursed by the WIBBCW.
3. Provider will provide a full and transparent reporting of the deliverables as described in Exhibit I, OMJ Operator Services Deliverables.
4. Provider will submit a final deliverable report no later than ninety (90) days following the end date of service for each project year. Deliverables are described in Exhibit I, OMJ Operator Services Deliverables.

5. Provider will maintain the organizational structure indicated in Exhibit IV, Organizational Chart, for the first six (6) months of the contract.
6. Provider will use the tools, materials, and technologies directed by ODJFS requirements and WIBBCW policy, such as Ohio Workforce Case Management System (OWCMS), County Finance Information System (CFIS), OMJ-branded materials, etc.
7. Provider will submit expenditure reimbursement requests to the WIBBCW or designee on a weekly basis and will include complete documentation to support each amount. Staffing charges will be summarized on the monthly financial report.
8. Provider will ensure staff possess the necessary skills, certifications, and experience/background for the position assigned.
9. Provider will ensure and maintain compliance with OMJ Certification requirements.
10. Provider will carry out any services or activities duties that are determined necessary by the WIBBCW to comply with local, state, and federal requirements, including assisting WIBBCW efforts to become a high-performing Board.
11. Provider will not subcontract any WIOA-funded services or activities without the prior written approval of the WIBBCW.
12. Provider will ensure funds are used in accordance with conditions, requirements, regulations, policies, and restrictions of federal, state and local laws as well as federal terms and conditions of the grant award.
13. Provider shall maintain independent books, records, payroll documents accounting procedures, and sound accounting practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract and its inclusive exhibits.
14. Provider will be responsible for receiving, replying to, and complying with identified audit or monitoring findings, including promptly initiating corrective remedies and/or repaying disallowed costs. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible.
15. Provider will fully reimburse WIBBCW for any funds that may be determined disallowed due to an adverse audit or monitoring finding, adverse quality control finding, determination of non-compliance, or any other sanction or penalty.
16. Provider will make records available to the WIBBCW, ODJFS, the Auditor of the State, federal agencies, and other authorized entities for review, audit, monitoring, and/or investigation.
17. Provider acknowledges its obligations under this contract pursuant to OMB Circulars.
18. Standards for financial management systems: Provider agrees to comply with 29 CFR 97, including but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;

- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
19. Period of Availability of Funds: Pursuant to 29 CFR 97.23 and 2 CFR 200, as applicable, Provider may charge only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this contract and for the term specified in Article 1 of this contract, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
20. Matching or Cost Sharing Pursuant to 29 CFR 97.24 and 2 CFR 200, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
21. Program Income: Program income must be used and accounted for as specified in 29 CFR 92.25.
22. Real Property: If Provider is authorized to use contract funds for the acquisition of real property, title, use and disposition of the real property will be governed by the provisions of 29 CFR 97.31.
23. Equipment: Title, use management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Provider or its Subcontractor(s) with contract funds, will be governed by the provisions of 29 CFR 97.32 and 2 CFR 200, as applicable.
24. Supplies: Title and disposition of supplies acquired by Provider or its Subcontractor(s) with contract funds will be governed by the provisions of 29 CFR 97.33 and 2 CFR 200, as applicable.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this contract, and all records, documents, writings or other information, including but not limited to financial, and client records used by Provider in the performance of this contract are treated according to WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent.
- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of WIBBCW. Provider further agrees to maintain the confidentiality of all customers served in accordance with federal and state law, and WIBBCW policy.

- C. Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles (GAAP), WIBBCW policies, ODJFS requirements, and US Department of Labor regulations.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be readily available for examination by the WIBBCW, ODJFS, Fiscal Agent, or other designee.
- E. Provider warrants that the invoices submitted to WIBBCW for payment or reimbursement will be reasonable, customary, and allowable services under the WIOA.
- F. Provider warrants that the following unallowable costs will not be included in any invoice submitted for payment or reimbursement:
 - 1. Advertising costs and public relations costs with the exception of service related recruitment needs, recruitment of personnel needed for contract performance, procurement of goods and services, and disposal of scrap and surplus materials.
 - 2. Costs of alcoholic beverages.
 - 3. Bad debts, including losses arising from uncollectible accounts and other claims, related collection costs, and related legal costs.
 - 4. Donated or volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor.
 - 5. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.
 - 6. Contribution or donations, including cash, property, and services, made by the vendor, regardless of the recipient.
 - 7. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 - 8. Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions.
 - 9. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
 - 10. Gains and losses on disposition of depreciable property and other capital assets.
 - 11. Costs of goods or services for personal use of the vendor's employees regardless of whether the cost is reported as taxable income to the employees.
 - 12. Actual losses which could have been covered by permissible insurance.
 - 13. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:47-25 of the Administrative Code.

14. Interest attributable to fully depreciated assets.
15. The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans.
16. Costs of membership in organizations substantially engaged in lobbying are unallowable.
17. Costs of selling and marketing any products or services.
18. Losses on items and the failure to discontinue certain costs associated with the termination of other awards and contracts.
19. Fines, penalties or costs resulting from violations of, or failure to comply with, laws and regulations.
20. Goodwill.
21. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds.
22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary.
23. Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code

5. NON-EXCLUSIVE

This is a non-exclusive contract, and WIBBCW may purchase the same or similar items or services from other Providers at any time during the term of this contract. Provider acknowledges that, by entering into this contract, WIBBCW is not making any guarantees or other assurances as to the extent, if any, that WIBBCW will utilize Provider's services or purchase its goods.

In this same regard, this contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this contract.

If funding is materially increased or decreased, the Provider's required service levels and deliverables may also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

6. AVAILABILITY OF FUNDS

This contract is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this contract.

If funds are reallocated in lesser quantities than the initial allocation, WIBBCW may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or available for the continuance of the function performed by Provider hereunder, the services directly involved in the performance of that function may be terminated by WIBBCW at the end of the period for which funds are available.

No penalty shall apply to WIBBCW in the event this provision is exercised and WIBBCW shall not be obligated or liable for any future payments due or for any damages the Provider may incur as a result of termination or reduction under this section. WIBBCW will provide a closeout period of 90 days. WIBBCW will honor all WIOA-funded client obligations as allowable by state and federal law, and based on availability of WIOA funds.

7. AMENDMENT

This contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

WIBBCW reserves the right to amend or renegotiate the contract if the requirements of the program are substantially changed by local policy, ODJFS or federal government, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Terms of the contract may not be amended after lapse or termination.

8. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination with sixty (60) day written notice.

Should Provider become unable to complete the work requested in this contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this contract, shall become the property of WIBBCW. Upon WIBBCW request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this contract for any reason or if Provider otherwise materially breaches this contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Exhibit III, Budget subject to any claim or setoff by WIBBCW for overpayment or other causes.

WIBBCW shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by WIBBCW.

Notwithstanding the above, Provider shall not be relieved of liability to WIBBCW for damages sustained by WIBBCW by virtue of any breach of the contract by Provider. WIBBCW may withhold any compensation due Provider for the purpose of off-set until such time as the amount of damages due WIBBCW from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

9. PUBLIC RECORD

This contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio law, WIBBCW shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, Provider acknowledges and understands that the records maintained by Provider pursuant to this contract may be deemed public records and subject to disclosure under Ohio law.

10. INSURANCE

Provider affirms that it is adequately insured under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-2018 and that these levels meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals. It agrees to maintain these coverage levels for the duration of this contract.

11. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this contract shall not be assigned by Provider without the prior written approval of WIBBCW. Moreover, Provider shall not subcontract any of the WIOA-funded services or activities agreed to in this contract without the prior written consent of WIBBCW.

Notwithstanding any other provisions of this contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this contract or use of any subcontract for WIOA-funded services or activities without the prior written approval WIBBCW is grounds for WIBBCW to terminate this contract upon delivery of written notice.

12. INDEPENDENT CONTRACTOR STATUS

Provider and WIBBCW intend that a contractual relationship is created by this agreement, and nothing herein this contract shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this contract and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, Ohio Public Employees Retirement System (OPERS) and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to OPERS income tax withholding, unemployment compensation, workers' compensation, and similar matters.

Since Provider and WIBBCW are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with WIBBCW that it has no authority to bind WIBBCW.

13. BREACH OR DEFAULT OF CONTRACT; WAIVER

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, WIBBCW may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and WIBBCW retains the right to exercise all remedies mentioned herein.

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition. Provider waiver requests shall be submitted in writing to the WIBBCW Director or his/her designee. WIBBCW will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

14. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

15. CONFIDENTIALITY

Provider shall maintain the confidentiality of all WIOA clients and shall comply with all federal and state laws applicable to WIBBCW and/or clients of WIOA concerning the confidentiality of WIOA customers.

Provider agrees that the use or disclosure of information, systems or records concerning WIOA customers for any purpose not directly related to the administration of this contract is prohibited and access to the identities of any WIOA customers shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this contract.

No information on WIOA clients served will be released for research or other publication without the express written consent of the WIBBCW or its designee with the exception of any information provided under open records law. The Provider shall immediately notify the WIBBCW or its designee when a request for information is made under the open records law.

16. RECORDS

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of WIBBCW, including the Fiscal Agent, Board of County Commissioners of Warren County, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this contract as determined by WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third party performing work related to this contract, unless otherwise directed by WIBBCW.

Provider agrees to use information, systems, and records made available to it for the purpose of fulfilling the contractual duties specified herein and in accordance with the ODJFS Code of Responsibility. Provider further agrees to maintain the confidentiality of all customers served. No information of customers served will be released for research or other publication without the prior written consent of WIBBCW and in accordance with ODJFS confidentiality policies, with the exception of any information provided under open records law.

17. PAYMENT/REIMBURSEMENT

Provider warrants that claims made to WIBBCW for payment of services provided shall be reasonable, customary, and allowable under WIOA and WIBBCW policies. Provider further warrants that such claims do not duplicate claims made by Provider to other sources of public or private funds for the same service.

WIBBCW agrees to reimburse Provider for the services outlined in Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*), for the services performed by Provider in accordance with the amounts detailed in Exhibit III, Budget.

Provider shall request and receive permission from the WIBBCW Chair or WIBBCW Director prior to attending any WIBBCW meeting that occurs during the course of normal business hours. Provider shall not be reimbursed for attendance at WIBBCW meetings for which prior approval was not granted.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract may include but are not limited to: timesheets in the form of RMS/Shared cost/payroll-voucher records of services, original expense receipts, travel receipts, invoices and all other supporting documentation as requested.

Records of services provided to eligible customers and all expenses incurred in the operation of the contract shall be maintained per Contract Section 16 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit or monitoring processes.

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- A. Billing:** Provider's fiscal unit processes expenses weekly utilizing the County Auditor's accounting system. Based on the actual expenditures, Provider shall enter a draw request in the County Financial Information System (CFIS). Provider shall cause preparation of an Area invoice and submit to the Fiscal Agent.

The Fiscal Agent will review and consolidate the draw request and submit to the state fiscal office. The Fiscal Agent reserves the right to perform a detailed review of all invoiced and monitoring of weekly draws. The WIBBCW has the final authority to determine whether an invoice is received timely and accurately.

Invoices shall include Provider's name address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any supportive documentation as requested.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8 - Termination. All invoices and supporting documentation shall be subject to audit and adjustment by WIBBCW, ODJFS, or other monitoring entity after payment is made. Attention is directed to Contract Section 18 - Audit Responsibility.

- B. Reimbursement/Payment:** Upon receipt of draw, Fiscal Agent shall apply payment and then disburse entire draw to OMJBCW fiscal lead. Fiscal Agent reserves the right to retain any funds due to unresolved billing issues. Any adjustments by WIBBCW will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, the reimbursement/payment will be delayed until receipt of required information.

Provider shall provide the WIBBCW with copies of reconciled financial reports, monthly and a quarterly aggregate report.

18. AUDIT RESPONSIBILITY

The Provider shall comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor, WIOA. Provider will be required to have an audit completed pursuant to the Single Audit Act, as applicable.

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this contract. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible. Provider shall request WIBBCW directives to be in writing.

Provider recognizes and agrees WIBBCW may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

Provider shall repay WIBBCW the full amount of payment received for duplicate billing, erroneous billings, false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Contract" or WIBBCW shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current.

WIBBCW may, in its sole discretion, allow a change to the terms of the Repayment of Funds Contract. Any change to the Repayment of Funds Contract shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Contract may also be required by WIBBCW if any additional changes or issues develop or need to be addressed as determined by WIBBCW.

19. PROPERTY OF WIBBCW

All items purchased solely with WIOA funds under this contract, including, but not limited to, equipment, documents, data, photographs and negatives, electronic reports / records, or other media are the property of the WIBBCW, which has an unrestricted right to reproduce, distribute, modify, maintain and use for any or all such deliverables. Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this contract.

All purchases of furniture and/or equipment purchased solely with WIOA funds for the performance of this contract shall be transferred to WIBBCW upon completion or termination of this contract or a succeeding contract(s). All items purchased partially with WIOA funds through cost allocation and placed in service at the OMJ Center for the performance of this contract, will be assessed for residual value upon completion or termination of this contract. The WIBBCW will have first priority to purchase the items at the cost of their appraised value less the amount previously paid by WIOA funds. If Provider wishes to retain furniture and/or equipment purchased partially or solely with WIOA funds, and placed in service at the OMJ Center for the performance of this contract, the appropriate residual value will be determined through appraisal, and funds may be withheld from Provider's final payment as allowable by law and/or regulation.

20. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified and trained to perform the required services at a generally acceptable competence level. Provider will complete background checks and testing on personnel, such as criminal background checks, drug testing, and Bureau of Motor vehicle checks, as required by Provider policy, WIOA law, and ODJFS requirements.

21. COMPLIANCE

Provider shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

22. GOVERNING LAW

This contract and any modifications, amendments, or alterations thereto, shall be governed by and shall be construed and enforced under the laws of the State of Ohio.

Any legal action brought pursuant to the contract shall be filed in the courts located in Warren County, Ohio and Ohio law shall apply.

23. CONFLICT OF INTEREST

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

This contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from WIBBCW, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this contract. Provider warrants that, at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract which will impede its ability to perform the services under this contract.

Provider further agrees that there is no financial interest involved on the part of any WIBBCW officers, Board of County Commissioners or employees of Warren County (Fiscal Agent) involved in the development of the specifications or the negotiation or actual performance of this contract. Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this contract has a financial or other interest in the contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this contract.

Provider shall report the discovery of any potential conflict of interest to WIBBCW. If a conflict of interest occurs or is discovered during the term of this contract, WIBBCW may exercise any right under the contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this contract, Provider certifies that it is and shall remain in compliance with these provisions.

24. FAITH BASED ORGANIZATIONS

Any Provider that is a faith based organization shall perform duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation

Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of clients under this program is not compromised or diminished. Provider shall not discriminate against any client under this program based on religion, religious belief, or refusal to participate in religious activity.

Provider shall immediately notify WIBBCW of any client that objects to the religious character of the Provider's organization. WIBBCW will take the necessary steps to provide services to said client by means of an alternate Provider.

No funds provided under this contract shall be used to promote the religious character and activities of the Provider.

25. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect WIBBCW property or employees which are necessary to Provider's ability to perform.

The term "force majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

Provider shall, to the extent within its reasonable control, remedy with all reasonable dispatch any such cause which prevents Provider from carrying out its obligations contained herein.

26. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

WIBBCW reserves the right to announce the following types of information to the general public and media, including, but not limited to: award of the contract, contract terms and conditions, scope of work under the contract, deliverables and results obtained under the contract, impact of contract activities, and assessment of Provider's performance under the contract.

Provider agrees to not represent the WIBBCW's position on any matters regarding the Provider's services or WIBBCW activities. Provider may provide information to the media regarding the scope of services delivered by OMJ BCW including, but not limited to, announcements of job fairs and other OMJ Center activities. Provider will make reasonable efforts to give the WIBBCW advance notice of any media coverage of the OMJ BCW Center activities. All outreach materials intended for internal or external use shall mention that referrals and funding are provided by the WIBBCW.

Nothing in this section is meant to restrict Provider from using contract information and results to outreach to specific clients or prospects.

27. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with WIBBCW, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under

state law. Further, by executing this contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

28. CLEAN AIR ACT

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

29. COORDINATION

Provider shall advise WIBBCW, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider for supplementary operating or capital funds so that WIBBCW will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of WIBBCW and other agencies within the community.

30. DEBARMENT AND SUSPENSION

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify WIBBCW of any contemplated or imposed debarment or suspension.

31. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this contract, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify WIBBCW within one (1) business day if a finding for recovery is issued against Provider during the contract term.

32. DISCLOSURE

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this contract have with a county employee, county employee's business, or any business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

33. DRUG-FREE WORKPLACE

Provider shall ensure its Drug-Free Workplace policies comply with all applicable local, state, and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

34. LOBBYING

Provider certifies that Provider has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this contract.

35. NON-COLLUSION CERTIFICATION

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

36. NON-DISCRIMINATION

Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Provider, nor any person claiming through Provider, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

37. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall complete a Certificate of Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB 694). Amended Substitute House Bill 694 (“HB 694”) restricts political contributions and solicitations by owners of businesses, and certain members of their families, from doing business or seeking to do business through public contracts. Provider shall notify WIBBCW within five (5) business days should Provider’s ownership or HB 694 Campaign contribution Declaration information change during the contract term.

38. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to WIOA clients.

39. CONTRACT DISPUTE RESOLUTION

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Concerns regarding the Operation of OMJ Centers should be addressed to the Executive Director of Butler County Job and Family Services who will communicate with the appropriate staff to create resolution. The Executive Director will address concerns promptly, utilizing existing personnel systems. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

40. CONTRACT CLOSEOUT

At the discretion of WIBBCW, a contract closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the contract closeout is to verify there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by WIBBCW in accordance with contract requirements.

41. AUTHORITY TO BIND PRINCIPAL

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this contract.

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Page 1 of 2 Signatory Pages

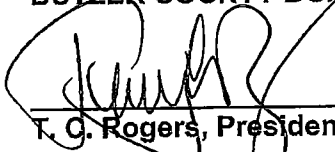
In witness whereof, the parties acknowledged below have executed this Contract as of the day and year October 14, 2017.

**BUTLER COUNTY JOB AND FAMILY SERVICES
315 HIGH ST, 9TH FLOOR
HAMILTON, OH 45011**

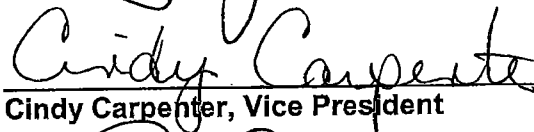


William Morrison, Executive Director

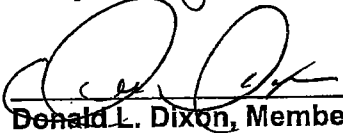
BUTLER COUNTY BOARD OF COMMISSIONERS:



T. C. Rogers, President

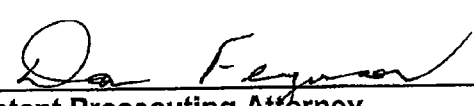


Cindy Carpenter, Vice President



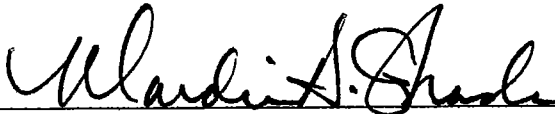
Donald L. Dixon, Member

Approved As To Form Only:

 10/5/17

Assistant Prosecuting Attorney (Date)
Butler County

Page 2 of 2 Signatory Pages

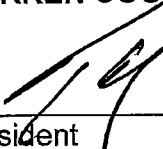


Mardia Shands, Chair (or designee)
Workforce Investment Board
Butler-Clermont-Warren (WIBBCW)

10/20/17

Date

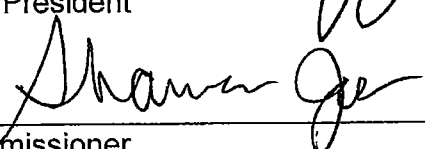
WARREN COUNTY BOARD OF COMMISSIONERS:



President

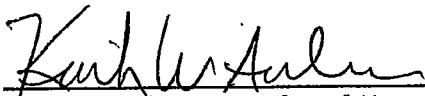


Vice President



Commissioner

Approved As To Form Only:



Assistant Prosecuting Attorney
Warren County

10-20-17

(Date)



ADOPTED
OCTOBER 16, 2017

Board of County Commissioners
Butler County, Ohio

EXECUTIVE SUMMARY

17-10-02833

T.C. Rogers
President

Cindy Carpenter
Vice President

Donald L. Dixon
Member

Contract Award without Bid

JFS - Fiscal - PA

Target Meeting: 10/16/17

Purchase of Goods/Services

Summary

Approve and execute contract between Job and Family Services on behalf of the Workforce Investment Board|Butler-Clermont-Warren for Ohio Workforce Area 12 and the Board of Warren County Commissioners as the Administrative Entity and Fiscal Agent for OhioMeansJobs Operator Services at a cost not to exceed \$117,438.00 effective from the date of execution until June 30, 2018.

Financial Impact

Authorization to the Auditor to make payment when requested by the Officeholder from the organizational accounts listed below:

10/16/17 08000685.530200 · JFS WIA PROFESSIONAL SVCS (\$117,438.00)

Justification

OhioMeansJobs|Butler-Clermont-Warren was chosen through a Request for Proposal put out by the Workforce Investment Board to provide Operator Services for Ohio Workforce Area 12 in order to further the mission of providing a skilled workforce to area businesses and to improve the lives of residents by helping them obtain employment for a wage that will free them from public assistance.

Recommendation

Department recommends approval.

Approved by:

ADOPTED
OCTOBER 16, 2017

Rebecca Wade

Rebecca Wade, Contracts Manager

10/6/2017

Barbara Fabelo

Barbara Fabelo, Finance Director

10/8/2017



ADOPTED
OCTOBER 16, 2017

Board of County Commissioners
Butler County, Ohio

RESOLUTION

17-10-02833

T.C. Rogers
President

Cindy Carpenter
Vice President

Donald L. Dixon
Member

Contract Award without Bid

The Board of County Commissioners of Butler County, Ohio met in Regular Meeting on the 16th day of October, 2017 in the Commission Chambers of the Butler County Government Services Center, 315 High Street, 2nd Floor, Hamilton, Ohio 45011.

Whereas the Butler County Department of Job and Family Services has prepared and presented to the Board of County Commissioners the attached contract (the "Contract") with the Workforce Investment Board|Butler-Clermont-Warren for OhioMeansJobs|Butler-Clermont-Warren to provide WIOA OMJ Operator Services which is reasonably necessary for the proper and convenient conduct of its functions; at a cost not to exceed \$117,438.00, effective from the date of execution of this contract until June 30, 2018;

Whereas the Workforce Investment Board|Butler-Clermont-Warren competitive bid these services and awarded the contract to OhioMeansJobs|Butler-Clermont-Warren for the acquisition of the goods or services which are the subject of the Contract; now, therefore be it

Resolved that the Board of County Commissioners hereby approves the Contract and authorizes the County Administrator to execute on behalf of the Board the Contract in the form approved by the Prosecuting Attorney and executed by the Contractor.

Authorization to the Auditor to make payment when requested by the Officeholder from the organizational accounts listed below:
10/16/17 08000685.530200 · JFS WIA PROFESSIONAL SVCS (\$117,438.00)

Commissioner Dixon moved for the adoption of the foregoing resolution, Commissioner Carpenter seconded the motion and upon call of the roll, the vote resulted as follows:

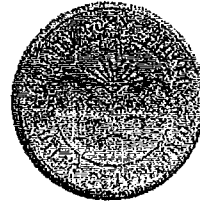
ADOPTED
OCTOBER 16, 2017

RESULT: Adopted
AYES: T.C. Rogers, Cindy Carpenter, Donald Dixon

State of Ohio, County of Butler, on this 16th day of October, 2017, the Clerk of the Board does hereby certify that 17-10-02833 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

Flora Butler

Flora Butler, Clerk of the Board



Resolution

Number 17-1663

Adopted Date October 24, 2017

APPROVE AGREEMENT WITH BUTLER COUNTY COMMISSIONERS AS LEAD AGENCY FOR OHIO MEANS JOBS BUTLER, CLERMONT, WARREN AS WIOA PROVIDER OF CAREER SERVICES FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into an agreement with Butler County Commissioners (hereafter "Provider) on behalf of the Area 12 Workforce Development Board; and

WHEREAS the contract shall be effective from date of contract signature and execution until June 30, 2018 with up to two (2) one-year additional option renewals at WIBBCW discretion; and

WHEREAS the maximum amount payable for this contract shall not exceed \$639,398.83 for Dislocated Worker Services and \$920,848.87 for Adult Services; and

WHEREAS the funding amount may increase or decrease during the subsequent years of operation based on the discretion of the WIBBCW, the funding available, and/or Provider's ability to provide required services and deliverables; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services in furtherance of the agreement the Board authorizes the total expenditures of \$1,560,247.70 through June 30, 2018. Copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Butler County Board of Commissioners
Workforce Investment Board (file)

Workforce Investment Board | Butler • Clermont • Warren

WIOA Career Services Contract

The Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 has accepted the proposal submitted by OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) to provide the services solicited under the Request for Proposals to purchase Ohio Means Jobs (OMJ) Center Operator and/or Career Services under the Workforce Innovation and Opportunity Act (WIOA). As indicated in its proposal, the Butler County Department of Job and Family Services is the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW).

Therefore, this contract is entered into by and between the Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 (hereinafter "WIBBCW"), through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent; and the Butler County Board of Commissioners on behalf of Butler County Department of Job and Family Services, (hereinafter "Provider") who is the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW).

This instrument embodies the entire contract of the two parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or contracts, either written or oral; between the two parties to this contract. Further, there is no direct contractual relationship, either written or implied, between the WIBBCW and any other organizational members of OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) with respect to the services purchased under this document.

1. TERM / CONTRACT AMOUNT

This contract shall be effective from date of contract signature and execution until June 30, 2018 with up to two (2) one-year additional option renewals at WIBBCW discretion. No services provided prior to the commencement date shall be covered under the terms of this contract.

The maximum amount payable for this contract shall not exceed \$920,848.87 for Adult Services and \$639,398.83 for Dislocated Worker Services. The funding amount may increase or decrease during the subsequent years of operation based on the discretion of the WIBBCW, the funding available, and/or Provider's ability to provide required services and deliverables. If funding is materially increased or decreased, the Provider's required service levels and deliverables will also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

2. SCOPE OF SERVICE

Subject to terms and conditions set forth in this contract and its inclusive Exhibits, Provider agrees to perform the services as described in Exhibit I, Career Services Deliverables; Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and Comprehensive Case Management Employment Program (CCMEP) services*); Exhibit III, Budget; and Exhibit IV, Organizational Chart.

This contract is conditioned upon federal, state, and/or local policy and regulation. If, during any stage during this contract policy changes occur that would impact how and what services are provided, the WIBBCW reserves the right to modify or terminate Provider's services or the entire contract.

3. EXHIBITS

Exhibits for this contract are as follows:

1. Exhibit I, Career Services Deliverables;
2. Exhibit II, Provider's Response to WIBBCW's Request for *Proposals (with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services)*;
3. Exhibit III, Budget;
4. Exhibit IV, Organization Chart; and
5. Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-201

A. Order of Precedence

This contract is based upon Exhibits I through V as defined above. This contract and its inclusive exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provisions of this contract irreconcilably conflict with an exhibit, this contract takes precedence over the exhibits. In the event there is an inconsistency between the exhibits, the inconsistency will be resolved in the following order:

Exhibit I, Career Services Deliverables;

Exhibit II, Provider's Response to WIBBCW's Request for *Proposals (with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services)*;

Exhibit III, Budget;

Exhibit IV, Organization Chart; and

Exhibit V, CORSA Memorandum of Coverage 2017-2018.

B. Provider Responsibility

1. Provider will coordinate and oversee all aspects of the services and activities described in Exhibit II, Provider's Response to WIBBCW's Request for *Proposals (with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services)* in carrying out the services purchased under this contract.
2. Provider will maintain written records and reports of all services, activities, and expenses as required by federal and state law, and local WIBBCW policy. Services, activities, and expenses for which there is no supporting documentation will not be reimbursed by the WIBBCW.
3. Provider will provide a full and transparent reporting of the deliverables as described in Exhibit I, Career Services Deliverables.
4. Provider will submit a final deliverable report no later than ninety (90) days following the end date of service for each project year. Deliverables are described in Exhibit I, Career Services Deliverables.

5. Provider will expend funds, as detailed in Exhibit III, Budget. Provider is given the permission to move up to 10% of funding between programs (i.e., WIOA Adult and Dislocated Worker) as allowable by federal and state regulations to maintain services to WIOA customers. Provider shall notify the WIBBCW in the event of a funding movement between programs.
6. Provider will maintain the organizational structure indicated in Exhibit IV, Organizational Chart, for the first six (6) months of the contract.
7. Provider will use the tools, materials, and technologies directed by ODJFS requirements and WIBBCW policy, such as Ohio Workforce Case Management System (OWCMS), County Finance Information System (CFIS), OMJ-branded materials, etc.
8. Provider will submit expenditure reimbursement requests to the WIBBCW or designee on a weekly basis and will include complete documentation to support each amount. Staffing charges will be summarized on the monthly financial report.
9. Provider will ensure staff possess the necessary skills, certifications, and experience/background for the position assigned.
10. Provider will ensure and maintain compliance with OMJ Certification requirements.
11. Provider will carry out any services or activities duties that are determined necessary by the WIBBCW to comply with local, state, and federal requirements, including assisting WIBBCW efforts to become a high-performing Board.
12. Provider will not subcontract any WIOA-funded services or activities without the prior written approval of the WIBBCW.
13. Provider will ensure funds are used in accordance with conditions, requirements, regulations, policies, and restrictions of federal, state and local laws as well as federal terms and conditions of the grant award.
14. Provider shall maintain independent books, records, payroll documents accounting procedures, and sound accounting practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract and its inclusive exhibits.
15. Provider will be responsible for receiving, replying to, and complying with identified audit or monitoring findings, including promptly initiating corrective remedies and/or repaying disallowed costs. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible.
16. Provider will fully reimburse WIBBCW for any funds that may be determined disallowed due to an adverse audit or monitoring finding, adverse quality control finding, determination of non-compliance, or any other sanction or penalty.
17. Provider will make records available to the WIBBCW, ODJFS, the Auditor of the State, federal agencies, and other authorized entities for review, audit, monitoring, and/or investigation.
18. Provider acknowledges its obligations under this contract pursuant to OMB Circulars.

19. Standards for financial management systems: Provider agrees to comply with 29 CFR 97, including but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management.
20. Period of Availability of Funds: Pursuant to 29 CFR 97.23 and 2 CFR 200, as applicable, Provider may charge only costs resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to this contract and for the term specified in Article 1 of this contract, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
21. Matching or Cost Sharing: Pursuant to 29 CFR 97.24 and 2 CFR 200, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.
22. Program Income: Program income must be used and accounted for as specified in 29 CFR 92.25.
23. Real Property: If Provider is authorized to use contract funds for the acquisition of real property, title, use and disposition of the real property will be governed by the provisions of 29 CFR 97.31.
24. Equipment: Title, use management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Provider or its Subcontractor(s) with contract funds, will be governed by the provisions of 29 CFR 97.32 and 2 CFR 200, as applicable.
25. Supplies: Title and disposition of supplies acquired by Provider or its Subcontractor(s) with contract funds will be governed by the provisions of 29 CFR 97.33 and 2 CFR 200, as applicable.

4. AVAILABILITY AND RETENTION OF RECORDS

- A. Provider agrees that all records, documents, writing or other information, including but not limited to, financial records, client records and documentation of compliance with Ohio Administrative Code rules, produced by Provider under this contract, and all records, documents, writings or other information, including but not limited to financial, and client records used by Provider in the performance of this contract are treated according to WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent.
- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of WIBBCW. Provider further agrees to maintain the

confidentiality of all customers served in accordance with federal and state law, and WIBBCW policy.

- C. Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles (GAAP), WIBBCW policies, ODJFS requirements, and US Department of Labor regulations.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be readily available for examination by the WIBBCW, ODJFS, Fiscal Agent, or other designee.
- E. Provider warrants that the invoices submitted to WIBBCW for payment or reimbursement will be reasonable, customary, and allowable services under the WIOA.
- F. Provider warrants that the following unallowable costs will not be included in any invoice submitted for payment or reimbursement:
 - 1. Advertising costs and public relations costs with the exception of service related recruitment needs, recruitment of personnel needed for contract performance, procurement of goods and services, and disposal of scrap and surplus materials.
 - 2. Costs of alcoholic beverages.
 - 3. Bad debts, including losses arising from uncollectible accounts and other claims, related collection costs, and related legal costs.
 - 4. Donated or volunteer services furnished by professional and technical personnel, consultants, and other skilled and unskilled labor.
 - 5. Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.
 - 6. Contribution or donations, including cash, property, and services, made by the vendor, regardless of the recipient.
 - 7. Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities).
 - 8. Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions.
 - 9. Costs of investment counsel and staff and similar expenses incurred to enhance income from investments.
 - 10. Gains and losses on disposition of depreciable property and other capital assets.
 - 11. Costs of goods or services for personal use of the vendor's employees regardless of whether the cost is reported as taxable income to the employees.
 - 12. Actual losses which could have been covered by permissible insurance.

13. Costs incurred for interest on borrowed capital or the use of a governmental unit's own funds, except as provided in paragraph (n) of rule 5101:47-25 of the Administrative Code.
14. Interest attributable to fully depreciated assets.
15. The cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans.
16. Costs of membership in organizations substantially engaged in lobbying are unallowable.
17. Costs of selling and marketing any products or services.
18. Losses on items and the failure to discontinue certain costs associated with the termination of other awards and contracts.
19. Fines, penalties or costs resulting from violations of, or failure to comply with, laws and regulations.
20. Goodwill.
21. Any costs specifically subsidized by federal monies with the exception of federal funds authorized by federal law to be used to match other federal funds.
22. Cost of insurance on the life of any officer or employee for which the facility is beneficiary.
23. Cost of prohibited activities from section 501(c) (3) of the Internal Revenue Code

5. NON-EXCLUSIVE

This is a non-exclusive contract, and WIBBCW may purchase the same or similar items or services from other Providers at any time during the term of this contract. Provider acknowledges that, by entering into this contract, WIBBCW is not making any guarantees or other assurances as to the extent, if any, that WIBBCW will utilize Provider's services or purchase its goods.

In this same regard, this contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties, so long as such additional contractual work does not impede Provider's ability to perform the services required under this contract.

If funding is materially increased or decreased, the Provider's required service levels and deliverables may also be modified in relation to the change (i.e., an increase in funding will result in an increase in service levels and deliverables, and a decrease in funding will result in a decrease in service levels and deliverables).

6. AVAILABILITY OF FUNDS

This contract is conditioned upon the availability of federal, state or local funds which are appropriated or allocated for payment of this contract.

If funds are reallocated in lesser quantities than the initial allocation, WIBBCW may reduce the scope of service purchased and/or reduce the total contract dollars. If funds are not allocated or

available for the continuance of the function performed by Provider hereunder, the services directly involved in the performance of that function may be terminated by WIBBCW at the end of the period for which funds are available.

No penalty shall apply to WIBBCW in the event this provision is exercised and WIBBCW shall not be obligated or liable for any future payments due or for any damages the Provider may incur as a result of termination or reduction under this section. WIBCCW will provide a closeout period of 90 days. WIBBCW will honor all WIOA-funded client obligations as allowable by state and federal law, and based on availability of WIOA funds.

7. AMENDMENT

This contract may be amended, upon agreement of both parties, by a written document signed by a duly authorized representative of each of the parties. Any such modification shall be attached hereto and become a part hereof and shall be executed in the same fashion as the original.

WIBBCW reserves the right to amend or renegotiate the contract if the requirements of the program are substantially changed by local policy, ODJFS or federal government, thereby necessitating changes to the program delivery structure to ensure compliance with the rules and regulations governing the administration of the program.

Terms of the contract may not be amended after lapse or termination.

8. TERMINATION

This contract may be terminated by either party upon notice, in writing, delivered to the other party prior to the effective date of termination with sixty (60) day written notice.

Should Provider become unable to complete the work requested in this contract for any reason, such work as Provider has completed upon the date of its inability to continue the terms of this contract, shall become the property of WIBBCW. Upon WIBBCW request, Provider shall furnish a report including, but not limited to, a description of the status of all work under this contract, results, and conclusions resulting therefrom.

Should Provider become unable to provide the services agreed to in this contract for any reason or if Provider otherwise materially breaches this contract, such services as Provider has provided upon the date of its inability to continue the terms of this contract shall be eligible to be billed and paid according to the provisions of Exhibit III, Budget subject to any claim or setoff by WIBBCW for overpayment or other causes.

WIBBCW shall not be liable to tender and/or pay to Provider any further compensation after the date of Provider's inability to complete the terms hereof, which date shall be the date of termination, unless extended upon request by WIBBCW.

Notwithstanding the above, Provider shall not be relieved of liability to WIBBCW for damages sustained by WIBBCW by virtue of any breach of the contract by Provider. WIBBCW may withhold any compensation due Provider for the purpose of off-set until such time as the amount

of damages due WIBBCW from Provider is agreed upon or determined by court order and an agreement for payment thereof is executed by the parties in writing.

9. PUBLIC RECORD

This contract is a matter of public record under the laws of the State of Ohio. Provider agrees to make copies of this contract promptly available to any requesting party. Upon request made pursuant to Ohio law, WIBBCW shall make available the contract and all public records generated as a result of this contract.

By entering into this contract, Provider acknowledges and understands that the records maintained by Provider pursuant to this contract may be deemed public records and subject to disclosure under Ohio law.

10. INSURANCE

Provider affirms that it is adequately insured under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Exhibit V, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2017-2018 and that these levels meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals. It agrees to maintain these coverage levels for the duration of this contract.

11. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree that this contract shall not be assigned by Provider without the prior written approval of WIBBCW. Moreover, Provider shall not subcontract any of the WIOA-funded services or activities agreed to in this contract without the prior written consent of WIBBCW.

Notwithstanding any other provisions of this contract that affords Provider an opportunity to cure a breach, Provider agrees that the assignment of any portion of this contract or use of any subcontract for WIOA-funded services or activities without the prior written approval WIBBCW is grounds for WIBBCW to terminate this contract upon delivery of written notice.

12. INDEPENDENT CONTRACTOR STATUS

Provider and WIBBCW intend that a contractual relationship is created by this agreement, and nothing herein this contract shall be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. Provider shall pay all wages, salaries, retirement plan payments and other amounts due its employees in connection with this contract and Provider shall make appropriate filings with the taxing authorities to account for and make all payments required by the local, state, and federal authorities to include income tax, Ohio Public Employees Retirement System (OPERS) and Medicare payments for Provider and any person(s) employed by Provider. Provider shall be responsible for all reports and obligations relating to OPERS income tax withholding, unemployment compensation, workers' compensation, and similar matters.

Since Provider and WIBBCW are contracting parties independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Provider covenants to expressly indicate to any third-party vendor who is or may be doing business with WIBBCW that it has no authority to bind WIBBCW.

13. BREACH OR DEFAULT OF CONTRACT; WAIVER

Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, WIBBCW may exercise any and all available administrative, contractual, equitable or legal remedies, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and WIBBCW retains the right to exercise all remedies mentioned herein.

Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition. Provider waiver requests shall be submitted in writing to the WIBBCW Director or his/her designee. WIBBCW will respond to waiver requests within ten (10) business days.

In the event of repeated waiver requests both parties agree to meet, at the request of either party, to discuss a possible amendment to the terms of the contract.

14. SEVERABILITY

If any term or provision of this contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this contract or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforceable to the fullest extent permitted by law.

15. CONFIDENTIALITY

Provider shall maintain the confidentiality of all WIOA clients and shall comply with all federal and state laws applicable to WIBBCW and/or clients of WIOA concerning the confidentiality of WIOA customers.

Provider agrees that the use or disclosure of information, systems or records concerning WIOA customers for any purpose not directly related to the administration of this contract is prohibited and access to the identities of any WIOA customers shall be limited to that which is necessary for the purpose of performing Provider's responsibilities under this contract.

No information on WIOA clients served will be released for research or other publication without the express written consent of the WIBBCW or its designee with the exception of any information provided under open records law. The Provider shall immediately notify the WIBBCW or its designee when a request for information is made under the open records law.

16. RECORDS

Provider shall practice generally accepted accounting practices and procedures and maintain accurate records, reports, payrolls, etc., which sufficiently and properly reflect all direct costs of any nature incurred by Provider in the performance of this contract.

Provider shall maintain, protect and preserve in a secure and safe manner all records relating to the services provided and/or used in the administration of the program, including, but not limited to, client records, eligibility determination records, financial records, census records, and documentation of legal compliance with Ohio Administrative Code rules.

Such records shall be made available at all reasonable times for audit and/or review by duly authorized personnel of WIBBCW, including the Fiscal Agent, Board of County Commissioners of Warren County, State of Ohio (including, but not limited to, ODJFS, Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government for a minimum of three (3) years after final payment is made under this contract as determined by WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent. If an audit of any nature is initiated during this time period, Provider shall retain such records until the audit is concluded and all issues resolved.

Provider shall assure the maintenance of all records for a like period of time that are in the possession of any third party performing work related to this contract, unless otherwise directed by WIBBCW.

Provider agrees to use information, systems, and records made available to it for the purpose of fulfilling the contractual duties specified herein and in accordance with the ODJFS Code of Responsibility. Provider further agrees to maintain the confidentiality of all customers served. No information of customers served will be released for research or other publication without the prior written consent of WIBBCW and in accordance with ODJFS confidentiality policies, with the exception of any information provided under open records law.

17. PAYMENT/REIMBURSEMENT

Provider warrants that claims made to WIBBCW for payment of services provided shall be reasonable, customary, and allowable under WIOA and WIBBCW policies. Provider further warrants that such claims do not duplicate claims made by Provider to other sources of public or private funds for the same service.

WIBBCW agrees to reimburse Provider for the services outlined in Exhibit II, Provider's Response to WIBBCW's Request for Proposals (*with the exclusion of monitoring services for WIOA Adult, Dislocated Worker, and CCMEP services*), for the services performed by Provider in accordance with the amounts detailed in Exhibit III, Budget.

Provider shall request and receive permission from the WIBBCW Chair or WIBBCW Director prior to attending any WIBBCW meeting that occurs during the course of normal business hours. Provider shall not be reimbursed for attendance at WIBBCW meetings for which prior approval was not granted.

All requests for reimbursement shall have adequate supporting documentation. Required documentation specific to this contract may include but are not limited to: timesheets in the form of RMS/Shared cost/payroll-voucher records of services, original expense receipts, travel receipts, invoices and all other supporting documentation as requested.

Records of services provided to eligible customers and all expenses incurred in the operation of the contract shall be maintained per Contract Section 16 - Records. Service and expenses for which there is insufficient documentation will not be reimbursed, or will be recovered through the audit or monitoring processes.

- A. Billing:** Provider's fiscal unit processes expenses weekly utilizing the County Auditor's accounting system. Based on the actual expenditures, Provider shall enter a draw request in the County Financial Information System (CFIS). Provider shall cause preparation of an Area invoice and submit to the Fiscal Agent.

The Fiscal Agent will review and consolidate the draw request and submit to the state fiscal office. The Fiscal Agent reserves the right to perform a detailed review of all invoiced and monitoring of weekly draws. The WIBBCW has the final authority to determine whether an invoice is received timely and accurately.

Invoices shall include Provider's name address, program name, invoice number, invoice period, vendor number (federal taxpayer ID), invoice amount and any supportive documentation as requested.

Untimely invoices and/or invoices which repeatedly contain errors shall be grounds for termination pursuant to Contract Section 8 - Termination. All invoices and supporting documentation shall be subject to audit and adjustment by WIBBCW, ODJFS, or other monitoring entity after payment is made. Attention is directed to Contract Section 18 - Audit Responsibility.

- B. Reimbursement/Payment:** Upon receipt of draw, Fiscal Agent shall apply payment and then disburse entire draw to OMJBCW fiscal lead. Fiscal Agent reserves the right to retain any funds due to unresolved billing issues. Any adjustments by WIBBCW will be identified in an adjustment letter to Provider, to be issued timely with the payment check. If Provider's invoice is incomplete, the reimbursement/payment will be delayed until receipt of required information.

Provider shall provide the WIBBCW with copies of reconciled financial reports, monthly and a quarterly aggregate report.

18. AUDIT RESPONSIBILITY

The Provider shall comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor, WIOA. Provider will be required to have an audit completed pursuant to the Single Audit Act, as applicable.

Provider shall accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local entities directly related to Provider's performance of this contract. If the disallowed costs are the result the Provider implementing a WIBBCW policy, or other written directive of the WIBBCW, then the Provider will not be held responsible. Provider shall request WIBBCW directives to be in writing.

Provider recognizes and agrees WIBBCW may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

Provider shall repay WIBBCW the full amount of payment received for duplicate billing, erroneous billings, false or deceptive claims. When an overpayment is identified and the overpayment cannot be repaid in one month, Provider shall sign a "Repayment of Funds Contract" or WIBBCW shall withhold the overpayment from monies due Provider. If payments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current.

WIBBCW may, in its sole discretion, allow a change to the terms of the Repayment of Funds Contract. Any change to the Repayment of Funds Contract shall require a formal amendment to be signed by all parties. An amendment to the Repayment of Funds Contract may also be required by WIBBCW if any additional changes or issues develop or need to be addressed as determined by WIBBCW.

19. PROPERTY OF WIBBCW

All items purchased solely with WIOA funds under this contract, including, but not limited to, equipment, documents, data, photographs and negatives, electronic reports / records, or other media are the property of the WIBBCW, which has an unrestricted right to reproduce, distribute, modify, maintain and use for any or all such deliverables. Provider shall not obtain copyrights, patents, or other proprietary protection for the deliverables produced under this contract; nor shall Provider include any copyrighted matter in the deliverables produced pursuant to this contract.

All purchases of furniture and/or equipment purchased solely with WIOA funds for the performance of this contract shall be transferred to WIBBCW upon completion or termination of this contract or a succeeding contract(s). All items purchased partially with WIOA funds through cost allocation and placed in service at the OMJ Center for the performance of this contract, will be assessed for residual value upon completion or termination of this contract. The WIBBCW will have first priority to purchase the items at the cost of their appraised value less the amount previously paid by WIOA funds. If Provider wishes to retain furniture and/or equipment purchased partially or solely with WIOA funds, and placed in service at the OMJ Center for the performance of this contract, the appropriate residual value will be determined through appraisal, and funds may be withheld from Provider's final payment as allowable by law and/or regulation.

20. PROVIDER EMPLOYEE / PERSONNEL REQUIREMENTS

Provider shall employ only adequately trained and appropriately credentialed professional staff. Provider certifies that upon hire and during their service for Provider, all employees, interns, volunteers, mentors, and subcontractors shall be fully qualified to perform the required services at a generally acceptable competence level. Provider will complete background checks and testing on personnel, such as criminal background checks, drug testing, and Bureau of Motor vehicle checks, as required by Provider policy, WIOA law, and ODJFS requirements.

21. COMPLIANCE

Provider shall comply with all requirements of federal laws and regulations, applicable OMB circulars, state statutes and Ohio Administrative Code rules in the conduct of work hereunder.

22. GOVERNING LAW

This contract and any modifications, amendments, or alterations thereto, shall be governed by and shall be construed and enforced under the laws of the State of Ohio.

Any legal action brought pursuant to the contract shall be filed in the courts located in Warren County, Ohio and Ohio law shall apply.

23. CONFLICT OF INTEREST

Provider shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the goods or services involved are provided at a competitive cost and under terms favorable to the Provider. Provider shall make written disclosure of any and all financial transactions of the Provider in which a member of his/her immediate family or executive personnel or their immediate family is involved.

This contract in no way precludes, prevents, or restricts Provider from obtaining and working under additional contractual arrangement(s) with other parties aside from WIBBCW, assuming that the contractual work in no way impedes Provider's ability to perform the services required under this contract. Provider warrants that, at the time of entering into this contract, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract which will impede its ability to perform the services under this contract.

Provider further agrees that there is no financial interest involved on the part of any WIBBCW officers, Board of County Commissioners or employees of Warren County (Fiscal Agent) involved in the development of the specifications or the negotiation or actual performance of this contract. Provider has made a reasonable inquiry among its board members, administrative staff and employees involved in providing services under this contract to determine whether an actual or potential conflict of interest exists. Based on that inquiry, Provider has uncovered no evidence of an actual or potential conflict of interest among its board, administrative staff, and/or employees involved in providing services under this contract. It is understood that a conflict of interest occurs when any member of the Provider's Board, administrative staff, or employee involved in providing services under this contract has a financial or other interest in the contract aside from compensation for services rendered or receives personal favors as a result of the signing or performance of this contract.

Provider shall report the discovery of any potential conflict of interest to WIBBCW. If a conflict of interest occurs or is discovered during the term of this contract, WIBBCW may exercise any right under the contract, including termination.

Provider shall comply with Ohio ethics laws as listed in Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101. By signing this contract, Provider certifies that it is and shall remain in compliance with these provisions.

24. FAITH BASED ORGANIZATIONS

Any Provider that is a faith based organization shall perform duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. All duties shall be performed in a manner that ensures that the religious freedom of clients under this program is not compromised or diminished. Provider shall not discriminate against any client under this program based on religion, religious belief, or refusal to participate in religious activity.

Provider shall immediately notify WIBBCW of any client that objects to the religious character of the Provider's organization. WIBBCW will take the necessary steps to provide services to said client by means of an alternate Provider.

No funds provided under this contract shall be used to promote the religious character and activities of the Provider.

25. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this contract, the parties shall not be deemed in default during the period of such inability provided, however, that Provider shall only be entitled to the benefit of this paragraph for fourteen (14) days if the event of force majeure does not affect WIBBCW property or employees which are necessary to Provider's ability to perform.

The term "force majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint on government and/or people; civil disturbances; and explosions.

Provider shall, to the extent within its reasonable control, remedy with all reasonable dispatch any such cause which prevents Provider from carrying out its obligations contained herein.

26. MEDIA RELATIONS, PUBLIC INFORMATION, AND OUTREACH

WIBBCW reserves the right to announce the following types of information to the general public and media, including, but not limited to: award of the contract, contract terms and conditions, scope of work under the contract, deliverables and results obtained under the contract, impact of contract activities, and assessment of Provider's performance under the contract.

Provider agrees to not represent the WIBBCW's position on any matters regarding the Provider's services or WIBBCW activities. Provider may provide information to the media regarding the scope of services delivered by OMJ BCW including, but not limited to, announcements of job fairs and other OMJ Center activities. Provider will make reasonable efforts to give the WIBBCW advance notice of any media coverage of the OMJ BCW Center activities. All outreach materials intended for internal or external use shall mention that referrals and funding are provided by the WIBBCW.

Nothing in this section is meant to restrict Provider from using contract information and results to outreach to specific clients or prospects.

27. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with WIBBCW, ODJFS and any other Child Support Enforcement Agency in ensuring that Provider's employees meet child support obligations established under state law. Further, by executing this contract, Provider certifies present and future compliance with any order for the withholding of child support issued pursuant to Ohio Revised Code section 3119, Calculation of Child Support Obligation – Health Insurance Coverage, and section 3121, Collection and Disbursement of Child Support.

28. CLEAN AIR ACT

If this contract is written in excess of one hundred thousand dollars (\$100,000.00), Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 U.S.C. 1857(h), Section 508 of the Clean Water Act 33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulation 40 C.F.R. Part 15, which prohibit the use under nonexempt federal contracts, grants or loans of facilities included in the EPA List of Violating Facilities. Provider agrees to report all violations to the state/county agency and to the U. S. EPA Assistant Administrator for Enforcement (EN-329).

29. COORDINATION

Provider shall advise WIBBCW, within reasonable time to allow for planning and participation, of any significant fund raising campaigns contemplated by Provider for supplementary operating or capital funds so that WIBBCW will have the opportunity to coordinate and/or collaborate with any planned promotion that utilizes public or private funds for the benefit of WIBBCW and other agencies within the community.

30. DEBARMENT AND SUSPENSION

Provider certifies that it is not listed in the non-procurement portion of the U.S. General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible.

Provider shall, upon notification by any Federal, State, or Local government agency, immediately notify WIBBCW of any contemplated or imposed debarment or suspension.

31. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services or construction, paid for in whole or in part from state funds, to a person or entity against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. By entering into this contract, Provider warrants that a finding for recovery has not been issued to Provider by the auditor of state. Provider further warrants that Provider shall notify WIBBCW within one (1) business day if a finding for recovery is issued against Provider during the contract term.

32. DISCLOSURE

Provider shall make a reasonable inquiry and shall disclose all information about any business relationship or financial interest that Provider's Board, administrative staff or employees participating in this contract have with a county employee, county employee's business, or any

business relationship or financial interest that a county employee has with the Provider or in the Provider's business.

33. DRUG-FREE WORKPLACE

Provider shall ensure its Drug-Free Workplace policies comply with all applicable local, state, and federal laws regarding a drug-free workplace as outlined in 45 CFR Part 82. Provider shall make every reasonable effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county or private property, shall not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

34. LOBBYING

Provider certifies that Provider has not and shall not use Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352.

Provider shall disclose any lobbying with any non-Federal funds that takes place in connection with obtaining any Federal award. Failure to disclose any and all lobbying information shall result in immediate suspension of payment and termination of this contract.

35. NON-COLLUSION CERTIFICATION

Provider certifies that its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

36. NON-DISCRIMINATION

Provider certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

Provider shall post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws.

Provider shall not discriminate against any person and will take affirmative action to ensure that all employees, contract workers, or applicants are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training and/or apprenticeship.

Neither Provider, nor any person claiming through Provider, shall establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of said Provider.

37. CAMPAIGN CONTRIBUTION DECLARATION

Provider shall complete a Certificate of Compliance with Section 3517.13 of the Ohio Revised Code (Campaign Contribution Declaration – HB 694). Amended Substitute House Bill 694 (“HB 694”) restricts political contributions and solicitations by owners of businesses, and certain members of their families, from doing business or seeking to do business through public contracts. Provider shall notify WIBBCW within five (5) business days should Provider’s ownership or HB 694 Campaign contribution Declaration information change during the contract term.

38. PUBLIC ASSISTANCE WORK PROGRAM PARTICIPANTS

Pursuant to Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Provider shall not discriminate in the hiring and promotion of applicants for and participants in the Ohio Works First Program. Provider shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to WIOA clients.

39. CONTRACT DISPUTE RESOLUTION

The parties shall promptly communicate with each other to attempt to resolve items in dispute. Concerns regarding the Operation of OMJ Centers should be addressed to the Executive Director of Butler County Job and Family Services who will communicate with the appropriate staff to create resolution. The Executive Director will address concerns promptly, utilizing existing personnel systems. Nothing herein shall preclude either party from pursuing its remedies available at law or in equity.

40. CONTRACT CLOSEOUT

At the discretion of WIBBCW, a contract closeout may occur within ninety (90) days after the completion of all contractual terms and conditions. The purpose of the contract closeout is to verify there are no outstanding claims or disputes and to ensure all required forms, reports and deliverables were submitted to and accepted by WIBBCW in accordance with contract requirements.

41. AUTHORITY TO BIND PRINCIPAL

The signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to this contract.

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Page 1 of 2 Signatory Pages

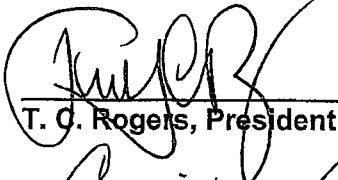
In witness whereof, the parties acknowledged below have executed this Contract as of the day and year October 16, 2017.

BUTLER COUNTY JOB AND FAMILY SERVICES
315 HIGH ST, 9TH FLOOR
HAMILTON, OH 45011



William Morrison, Executive Director

BUTLER COUNTY BOARD OF COMMISSIONERS:



T. C. Rogers, President

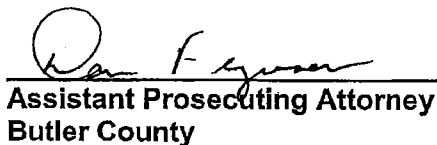


Cindy Carpenter, Vice President



Donald L. Dixon, Member


Approved As To Form Only:



Assistant Prosecuting Attorney
Butler County

10/5/17
(Date)

Page 2 of 2 Signatory Pages




Mardia Shands, Chair (or designee)
Workforce Investment Board
Butler-Clermont-Warren (WIBBCW)

10/20/17

Date

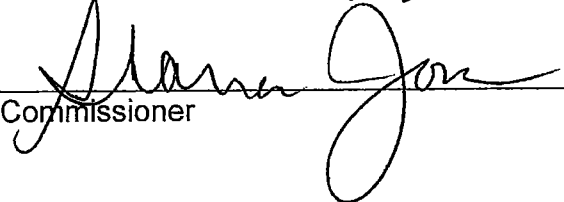
WARREN COUNTY BOARD OF COMMISSIONERS:



President



Vice President



Commissioner

Approved As To Form Only:



Assistant Prosecuting Attorney
Warren County

10-20-17

(Date)



ADOPTED
OCTOBER 16, 2017

Board of County Commissioners
Butler County, Ohio

EXECUTIVE SUMMARY

17-10-02834

T.C. Rogers
President

Cindy Carpenter
Vice President

Donald L. Dixon
Member

Contract Award without Bid

JFS - Fiscal - PA
Purchase of Goods/Services

Target Meeting: 10/16/17

Summary

Approve and execute contract between Job and Family Services on behalf of the Workforce Investment Board|Butler-Clermont-Warren for Ohio Workforce Area 12 and the Board of Warren County Commissioners as the Administrative Entity and Fiscal Agent for OhioMeansJobs WIOA Career Services at a cost not to exceed \$920,848.87 for Adult Services and \$639,398.83 for Dislocated Worker Services effective from the date of execution until June 30, 2018.

Financial Impact

Authorization to the Auditor to make payment when requested by the Officeholder from the organizational accounts listed below:
10/16/17 08000685.530200 · JFS WIA PROFESSIONAL SVCS (\$1,560,247.70)

Justification

OhioMeansJobs|Butler-Clermont-Warren was chosen through a Request of Proposal put out by the Workforce Investment Board to provide Operator Services for Ohio Workforce Area 12 in order to further the mission of providing a skilled workforce to area businesses and to improve the lives of residents by helping them obtain employment for a wage that will free them from public assistance.

Recommendation

Department recommends approval.

Approved by:

ADOPTED
OCTOBER 16, 2017

Rebecca Wade

Rebecca Wade, Contracts Manager

10/6/2017

Barbara Fabelo

Barbara Fabelo, Finance Director

10/8/2017



ADOPTED
OCTOBER 16, 2017

Board of County Commissioners
Butler County, Ohio

RESOLUTION

17-10-02834

T.C. Rogers
President

Cindy Carpenter
Vice President

Donald L. Dixon
Member

Contract Award without Bid

The Board of County Commissioners of Butler County, Ohio met in Regular Meeting on the 16th day of October, 2017 in the Commission Chambers of the Butler County Government Services Center, 315 High Street, 2nd Floor, Hamilton, Ohio 45011.

Whereas the Butler County Department of Job and Family Services has prepared and presented to the Board of County Commissioners the attached contract (the "Contract") with the Workforce Investment Board|Butler-Clermont-Warren for OhioMeansJobs|Butler-Clermont-Warren to provide WIOA OMJ Career Services which is reasonably necessary for the proper and convenient conduct of its functions; at a cost not to exceed \$920,848.87 for Adult Services and \$639,398.83 for Dislocated Worker Services effective from the date of execution until June 30, 2018.

Whereas the Workforce Investment Board|Butler-Clermont-Warren bid these services and awarded the contract to OhioMeansJobs|Butler-Clermont-Warren for the acquisition of the goods or services which are the subject of the Contract; now, therefore be it

Resolved that the Board of County Commissioners hereby approves the Contract and authorizes the County Administrator to execute on behalf of the Board the Contract in the form approved by the Prosecuting Attorney and executed by the Contractor.

Authorization to the Auditor to make payment when requested by the Officeholder from the organizational accounts listed below:

10/16/17 08000685.530200 · JFS WIA PROFESSIONAL SVCS (\$1,560,247.70)

Commissioner Dixon moved for the adoption of the foregoing resolution, Commissioner Carpenter seconded the motion and upon call of the roll, the vote resulted as follows:

RESULT: Adopted
17-10-02834

ADOPTED
OCTOBER 16, 2017

AYES: T.C. Rogers, Cindy Carpenter, Donald Dixon

State of Ohio, County of Butler, on this 16th day of October, 2017, the Clerk of the Board does hereby certify that 17-10-02834 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

Flora Butler

Flora Butler, Clerk of the Board



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

Resolution

Number 17-1664

Adopted Date October 24, 2017

AMEND MONTHLY HEALTH INSURANCE RATES CHARGED TO DEPARTMENTS AND OFFICES EFFECTIVE JANUARY 1, 2018

WHEREAS, the Board of County Commissioners self-insure the health insurance program offered to employees, and from time to time adjustments are needed to the rates as indicated below in order to sufficiently fund the program; and

WHEREAS, due to Munis software implementation anticipated October 1, 2018, it is the desire of the Board that effective the first pay date following October 1, the department healthcare chargeback transfer will be taken each pay date in the Per Pay amount indicated below, and a transfer will not be made on the third pay date in months where there are three pay dates; and

WHEREAS, in order to coincide with other transfers and deductions, it is the desire of the Board that effective the first pay in January 2018, the employee premium contribution will be deducted each pay based on 24 pays; a deduction will not be made on the third pay date in months where there are three pay dates; and

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

| Monthly Department Rates | "Base" Plan Month | 10/1/18 Per Pay | "Buy-Up" Plan Month | 10/1/18 Per Pay |
|---------------------------------|------------------------------|----------------------------|--------------------------------|----------------------------|
| Single Med/RX | 438.72 | 219.36 | 404.88 | 202.44 |
| Single Dental | 29.64 | 14.82 | 29.64 | 14.82 |
| Single Vision | 6.66 | 3.33 | 6.66 | 3.33 |
| Life | <u>10.00</u> | <u>5.00</u> | <u>10.00</u> | <u>5.00</u> |
| TOTAL | \$485.02 | \$242.51 | \$451.18 | \$225.29 |
| Family Med/RX | 1162.82 | 581.41 | 1073.14 | 536.57 |
| Family Dental | 74.10 | 37.05 | 74.10 | 37.05 |
| Family Vision | 17.66 | 8.83 | 17.66 | 8.83 |
| Life | <u>10.00</u> | <u>5.00</u> | <u>10.00</u> | <u>5.00</u> |
| TOTAL | \$1,264.58 | \$632.29 | \$1,174.90 | \$587.45 |
| Couple Med/RX | 581.41 | 290.71 | 536.57 | 268.29 |
| Couple Dental | 37.05 | 18.53 | 37.05 | 18.53 |
| Couple Vision | 8.83 | 4.42 | 8.83 | 4.42 |
| Couple Life | <u>10.00</u> | <u>5.00</u> | <u>10.00</u> | <u>5.00</u> |
| TOTAL | \$637.29 | \$318.66 | \$592.45 | \$296.24 |

| Employee Contribution | | | Month | Per Pay x24 |
|------------------------------|---------|---------|--------------|--------------------|
| Single "Buy-Up" Plan | \$ 0.00 | \$ 0.00 | \$71.44 | \$35.72 |
| Family "Buy-Up" Plan | \$ 0.00 | \$ 0.00 | \$189.38 | \$94.69 |
| Couple "Buy-Up" Plan | \$ 0.00 | \$ 0.00 | \$94.69 | \$47.34 |

| 2018 Monthly COBRA Rates | "Base" | "Buy-Up" |
|---------------------------------|---------------|-----------------|
| Single Med/RX | 447.50 | 485.85 |
| Single Dental | 30.24 | 30.24 |
| Single Vision | <u>6.80</u> | <u>6.80</u> |
| | \$484.54 | \$522.89 |
| Family Med/RX | 1186.08 | 1287.77 |
| Family Dental | 75.59 | 75.59 |
| Family Vision | <u>18.02</u> | <u>18.02</u> |
| | \$1,279.69 | \$1,381.38 |

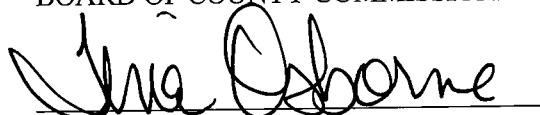
NOW THEREFORE BE IT RESOLVED, to approve the department transfer rates, employee premium contributions, employer HSA/HRA contributions and frequency schedule as specified above effective January 1, 2018.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


 Tina Osborne, Clerk

HR/

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

Resolution

Number 17-1665

Adopted Date October 24, 2017

**ACKNOWLEDGE AND ACCEPT LIFE INSURANCE RATE CONFIRMATION WITH
MINNESOTA LIFE**

WHEREAS, the Board of County Commissioners acknowledge and accept the rate confirmation by Minnesota Life maintaining the current rates for Basic Term Life Insurance and AD&D and Supplemental Term Life and AD&D coverage for the period effective January 1, 2018 through December 31, 2020; and

NOW THEREFORE BE IT RESOLVED, to accept the rate confirmation relative to Basic Life and AD&D and Supplemental Life and AD&D, attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a – Minnesota Life
Horan Assoc
Benefits file
OMB File
Tammy Whitaker, OMB



RATE CONFIRMATION

1. Policyholder: Warren County
2. Policy Number(s): 34305
3. Insurance Product(s): Basic Term Life and AD&D, Employee and Spouse Supplemental Term Life and AD&D, and Child Life
4. The insurance rates included in this rate confirmation include compensation as outlined in the Compensation Notice & Disclosure Statement.
5. Underwriting company: Minnesota Life Insurance Company
6. Rate Coverage Period: January 1, 2018 – December 31, 2020

Premium Rates:

| Coverage | Current Rates | | Renewal Rates | |
|---------------------------------------|----------------------------|-------------|----------------------------|-------------|
| | Rate per \$1,000 per month | | Rate per \$1,000 per month | |
| Basic Active Life | \$0.18 | | \$0.18 | |
| Basic Active AD&D | \$0.02 | | \$0.02 | |
| | Age | Rate | Age | Rate |
| | Under 25 | \$0.05 | Under 25 | \$0.05 |
| | 25 – 29 | \$0.06 | 25 – 29 | \$0.06 |
| | 30 – 34 | \$0.08 | 30 – 34 | \$0.08 |
| | 35 – 39 | \$0.09 | 35 – 39 | \$0.09 |
| | 40 – 44 | \$0.12 | 40 – 44 | \$0.12 |
| | 45 – 49 | \$0.21 | 45 – 49 | \$0.21 |
| | 50 – 54 | \$0.37 | 50 – 54 | \$0.37 |
| | 55 – 59 | \$0.61 | 55 – 59 | \$0.61 |
| | 60 – 64 | \$0.75 | 60 – 64 | \$0.75 |
| | 65 – 69 | \$1.31 | 65 – 69 | \$1.31 |
| | 70 – 74 | \$2.06 | 70 – 74 | \$2.06 |
| | 75** | \$2.38 | 75** | \$2.38 |
| Employee and Spouse Supplemental AD&D | \$0.02 | | \$0.02 | |
| Child Life | \$0.13 | | \$0.13 | |

*Rates do not include supplemental AD&D

**Rates increase beyond age 75 and will be provided upon request.

Securian Financial Group

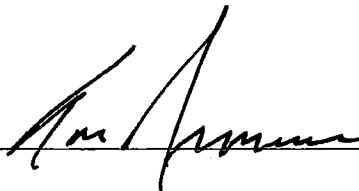
By Susan Munson-Regala
Susan Munson-Regala

Date October 2, 2017

Title 2nd Vice President

ACKNOWLEDGEMENT BY AUTHORIZED REPRESENTATIVE OF POLICYHOLDER

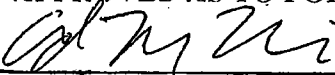
This document confirms that the rates stated above are the agreed upon rates for the specified policy numbers. These rates will be charged for coverage amounts effective during the Rate Coverage Period listed above. This renewal offer is subject to the current terms and conditions of the policies covering employees and their dependents. Minnesota Life reserves the right to adjust the rates at any time in the event of plan design changes, modifications to the definition of eligible employees, or significant demographic changes in the group. We define significant changes to mean a change in the volume within a coverage or across coverages of more than 15%. Actives and retirees are considered independent coverages. The baseline for calculating the total change in volume will be the volume provided in the 2017 renewal census.

By 

Date 10/24/17

Title President

APPROVED AS TO FORM



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

Resolution

Number 17-1666

Adopted Date October 24, 2017

APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE 2018 "DAY FOR WELLNESS" **POINTS** PROGRAM

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

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2018 **POINTS** Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Day for Wellness" personal day off with pay for each employee that participates in the 2018 **POINTS** Program; and

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

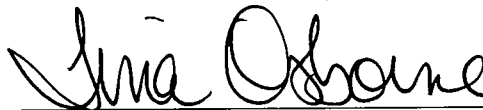
NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the 2018 **POINTS** Program.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

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

2018 “DAY FOR WELLNESS” POLICY

Qualifications:

Eligibility: Part-time and Full-time Permanent Employees

Eligible employees participating in Warren County’s “2018 POINTS Program” and achieving a point total of 250 points will receive a personal day off with pay.

Time Period: The 2018 POINTS Program will begin January 1, 2018. An employee must earn a total of 250 points throughout the year; January 1, 2018 through December 31, 2018.

Receipt of “Day for Wellness”: POINTS Check Sheets and Certification of Information along with any required supporting documentation must be turned in to OMB Benefits no later than February 28, 2019. Submitted information will be verified and OMB Benefits will issue the “Day for Wellness” verification to the employee. Your submission will be kept confidential.

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

Usage:

The employee must use the personal day off with pay no later than December 31, 2019. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2019. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

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

Process:

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

Resolution

Number 17-1667

Adopted Date October 24, 2017

APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE "DAY FOR YOUR LIFE"
2018 ANNUAL BLOOD DRAW SCREENING PROGRAM FOR COUNTY EMPLOYEES

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

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2018 Annual Blood Screening Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Day for Your Life" personal day off with pay for each employee that participates in the 2018 Annual Blood Screening Program; and

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


NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the Day for Your Life" 2018 Annual Blood Screening Program.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

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

2018 DAY FOR YOUR LIFE POLICY

Qualifications:

An eligible employee participating in Warren County's "Day for Your Life" 2018 Annual Blood Screening Program will receive a personal day off with pay. The hours will be based on the employee's normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

If an employee covered under the health plan or eligible for coverage under the health plan, is not able to participate on a scheduled screening day the employee can request a voucher for screening to be completed at another date or time, no later than May 31, 2018. Documentation verifying that the blood screen was completed must be provided to the Benefits & Risk Manager. The Benefits & Risk Manager will issue the "Day for Your Life" verification form to the employee.

If an employee covered under the health plan or eligible under the health plan does not participate in the screening, he/she can submit proper documentation that an equivalent screening was completed during the time period of January 1, 2018 – May 31, 2018 to qualify for the personal day off with pay. The documentation must be submitted to the Benefits & Risk Manager. Based on proper documentation the employee will be issued the "Day for Your Life" verification form by the Benefits & Risk Manager. The Benefits & Risk Manager will have the sole discretion in evaluating the submitted documentation.

If an employee is part-time and provides documentation that an equivalent screening was completed during the time period of January 1, 2018 – May 31, 2018, he/she will be issued the "Day for Your Life" verification form by the Benefits & Risk Manager for the number of part-time hours scheduled per day. The Benefits & Risk Manager will have the sole discretion in evaluating the submitted documentation.

Usage:

The employee must use the personal day off with pay no later than December 31, 2018. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2018. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

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

Process:

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

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

Resolution

Number 17-1668

Adopted Date October 24, 2017

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2017-2018 WITH CHILD FOCUS, INC FOR THE MULTI DIMENSIONAL FAMILY THERAPY (MDFT) PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract for FY2017-2018 with Child Focus, Inc for the Multi Dimensional Family Therapy Program, effective November 1, 2017 to June 30, 2018, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Child Focus, Inc.
Juvenile Court (file)

AGREEMENT

This agreement is made between the Warren County Juvenile Court (hereinafter Juvenile Court) and Child Focus, Inc. (hereinafter CFI). The services provided by CFI will be explained in detail on the attached addendums.

Whereas, CFI is a private non-for-profit agency, represents that they possess the requisite skills, experience, training, licensing and knowledge to assist the Juvenile Court in providing services to youth; and

Whereas, the Ohio Revised Code, Section 2151.151 authorizes a Juvenile Court Judge to contract with any individual or agency for the provision of supervisory or other services to children placed on probation who are under the custody and supervision of the Juvenile Court.

Now Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

- 1) CFI shall provide appropriately trained staff, and any staff assigned to the project shall be approved by the Director of Juvenile Court
- 2) CFI agrees to provide Juvenile Court with Written notification stating the reasons why a youth was rejected from any of the services provided by CFI.
- 3) CFI shall assure that any employee who performs a service for the Juvenile Court subject to this agreement shall have the required expertise and licensing as required by the State of Ohio. Furthermore, CFI shall inform the Juvenile Court upon the cancellation of any licenses or change of the status of any individuals or of the agency in the event that any licenses are suspended or revoked.
- 4) CFI shall at all times maintain professional liability insurance (Attachment A) to cover the provision of services by CFI staff rendered under this Agreement. CFI agrees to indemnify and save harmless the Warren County Juvenile Court, and their employees from any and all liability, loss, damage, and expenses incurred arising through the provision of services by CFI staff under this agreement.
- 5) CFI shall not subcontract the administration of the services to any individual or agency.
- 6) The Juvenile Court shall approve or disapprove of any personnel hired or contracted with who will be providing services subject to this agreement.
- 7) CFI shall not discriminate against any individual because of race, color, sex, religion, national origin or handicap. CFI agrees that it will comply with and adhere to the tenants of the Americans with Disabilities Act (ADA) to the extent that they apply to the services provided by CFI.

- 8) This agreement or part of may be terminated by either party at any time with or without reason upon the giving of thirty (30 days) written notice served upon the other party in person or by ordinary mail.
- 9) This agreement shall inure to the benefit of the parties and the respective successors and assigns.
- 10) This agreement shall constitute the entire understanding of the parties and can only be amended by a written instrument signed by an authorized representative by all parties.
- 11) This agreement shall begin on July 1, 2017 and shall remain in full force and effect for a period not to exceed one year. This agreement must be approved by the Court Administrator of Juvenile Court and the Chief Executive Officer of CFI. This agreement may be extended beyond one year provided both parties agree and indicate so by written amendment subsequently attached to this agreement. After the expiration of the amendment, a new agreement must be processed.
- 12) This agreement will outline through the attached addendum's specific details that apply to this agreement. The following is a brief description of the services provided for each addendum.

Addendum #1 Multi Dimensional Family Therapy referred to as MDFT

In Witness Whereof, the parties execute this agreement on the dates as indicated next to their signatures:

W. Meyard
Warren County Juvenile Court By:

5-25-17
Date

James L. Carter
Child Focus, Inc. By James L. Carter, CEO

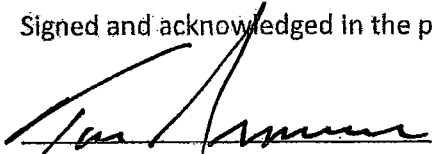
6-5-17
Date

APPROVED AS TO FORM

Keith W. Anderson

Keith W. Anderson
Asst. Prosecuting Attorney

Signed and acknowledged in the presence of:



Board of Warren County Commissioners

10/24/17 / 17-1668

Date / Resolution Number

Addendum #1
Multi Dimensional Family Therapy
Scope of Service

- 1.) CFI shall provide one full time Therapist and one part time case manager to be trained, and one part time supervisor to implement and coordinate all required MDFT services.
- 2.) CFI shall purchase and house all manuals, training materials, handbooks, electronic equipment and incentives that are required under the MDFT contract approved in grant.
- 3.) CFI agrees to provide MDFT services to Probation clients at highest risk of placement for three years based on signed contract and approved grant. Pre-MDFT training and certification caseloads will be established on MDFT guidelines. Post-MDFT training and certification, therapist will have a caseload of 6-8 clients at a time.
- 4.) CFI agrees to bill for eligible services to offset total cost of the program which is not covered by this grant. CFI will monitor referrals, billings and reimbursements. If actual reimbursement is much different than projected in proposal, CFI and Juvenile Court will meet to discuss the variance and why it is occurring.
- 5.) CFI will credit the amount of the monthly invoice by the reimbursement received by other parties.
- 6.) Juvenile Court will notify families prior to initiation of services that insurance and/or Medicaid will be billed. CFI will process all paperwork necessary for billing at first appointment.
- 7.) Juvenile Court will be responsible for the Quality Assurance requirements under the MDFT Program or RECLAIM guidelines. CFI will be available to participate in Quality Assurance aspects of the grant.
- 8.) Juvenile Court agrees to provide referrals for the MDFT program.
- 9.) Juvenile Court agrees to provide office space for therapist and case manager for MDFT services.
- 10) Juvenile Court shall pay CFI for the above stated services at the beginning of each month, regardless of the number of families participating.

Multi Dimensional Family Therapy...\$12,224.25/month....\$146,691.00/year

**MDFT Program for Juvenile Court
Year One**

| Expenses | Annualized Cost |
|--|------------------------|
| Salaries (1.5 FTE Clinicians and .20 FTE Supervisor) | \$ 68,100 |
| Support Staff 16 hours per week | \$ 9,984 |
| Fringe Benefits | \$ 23,425 |
| Travel | \$ 7,100 |
| Telephone (Includes telecommunication cost and MIFI) | \$ 4,410 |
| Lease Expense | \$ 2,400 |
| Supplies | \$ 250 |
| Postage | \$ 48 |
| Printed Materials | \$ 75 |
| Dues, Fees, Memberships | \$ 100 |
| Recruitment/Advertising | \$ 500 |
| Staff Training | \$ 13,500 |
| Equipment (See Below) | \$ 3,100 |
| Payroll/Human Resource | \$ 13,299 |
| Drug Screen Kits | \$ 400 |
| Total Contract Amount | \$ 146,691 |
| Estimated Medicaid Reimbursement to offset Program Cost | \$ 31,273 |
| Estimated Balance Needed from Juvenile Court Grant to Child Focus, Inc. | \$ 115,418 |
| Caseload increased as training decreases | |
| 3 hours of Direct Service per family per week for 3-6 months | |
| Billable service estimated at 50% | |
| Medicaid eligible estimated at 70% | |
| MC Reimbursement for billable hours | |
| Laptops, Cell Phones One-time expense | \$3000 |
| MIFI Cards One-time Expense | \$100 |

*Child Focus, Inc
555 Cincinnati Betawia Pike
Cincinnati OH 45244*

Attachment A

Client#: 1131053

CHILDFOC3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2017

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

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

| | |
|--|--|
| PRODUCER USI Insurance Services LLC 10100 Innovation Drive, Suite 220 Dayton, OH 45342 937 223-8891 | CONTACT NAME: Patty Isaacs PHONE (A/C, No, Ext): 937-913-1313 FAX (A/C, No): 866-972-6309 E-MAIL ADDRESS: patty.isaacs@usi.com |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co. NAIC# 18068 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Child Focus, Inc. 555 Cincinnati Batavia Pk Cincinnati, OH 45244 | |

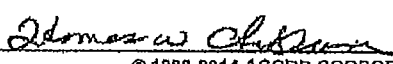
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR INSR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|-----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | PHPK1603756 | 01/30/2017 | 01/30/2018 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGE \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK1603756 | 01/30/2017 | 01/30/2018 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | PHUB570876 | 01/30/2017 | 01/30/2018 | EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Yes, describe under DESCRIPTION OF OPERATIONS below) | | N/A | | | | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liab | | | PHPK1603756 | 01/30/2017 | 01/30/2018 | \$1,000,000 / \$3,000,000 |
| A | Employers Liab / Ohio Stop Gap | | | PHPK1603756 | 01/30/2017 | 01/30/2018 | \$1,000,000 / \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance Coverage

| | |
|--|--|
| CERTIFICATE HOLDER Child Focus For Insurance Verification 555 Cincinnati Batavia Pike Cincinnati, OH 45244-1557 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

Resolution

Number 17-1669

Adopted Date October 24, 2017

APPROVE AND ENTER INTO A CLEAR GOVERNMENT FRAUD AGREEMENT WITH
WEST PAYMENT CENTER – THOMSON REUTERS WEST PUBLISHING

BE IT RESOLVED, to approve and enter into a clear government fraud agreement with West
Payment Center – Thomson Reuters West Publishing; said agreement attached hereto and made
a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—West Payment Center – Thomson Reuters West Publishing
Commissioners file
OMB



THOMSON REUTERS®

Order Form

Order ID: Q-00109477

Contact your representative dana.hamilton@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Account Address

Account #: 1000258432

WARREN COUNTY COMMISSIONERS

406 JUSTICE DR
LEBANON
OH, 45036-2385
US

Shipping Address

Account #: 1000258432

WARREN COUNTY
COMMISSIONERS

406 JUSTICE DR
LEBANON
OH, 45036-2385
US

Billing Address

Account #: 1000258432

WARREN COUNTY COMMISSIONERS

406 JUSTICE DR
LEBANON
OH, 45036-2385
US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", "my" or "I". Subscription terms, if any, follow the ordering grids below

CLEAR/Proflex Renewals

| Svc Mat# | Renewed Product (s) | Agreement # | Deal ID | *Current Monthly Rate | Renewal Term (Months) | First Year Renewal Term Increase | Year Over Year Renewal Term Increase |
|----------|---------------------|-------------|---------|-----------------------|-----------------------|----------------------------------|--------------------------------------|
| 41308780 | CLEAR Proflex | 0000050343 | | \$475.15 | 12 | 7% | % |

Renewal Terms

*I am aware that the Renewal Term Monthly Charges will be based on the Monthly Charges in effect the month before the Renewal Term starts. This amount may be different from the Current Monthly Rate shown above

For Online/Practice Solutions/Software/Proflex Products Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. The annual percent increases will be as stated in the grid above.

You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing data or services that are not included in your subscription. Excluded Charges may change after 30 days written or online notice.

For Window Products Renewal Term Monthly Charges are due regardless of the level of your usage. The Monthly Window will remain unchanged. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window. You are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rate. You are also responsible for all Excluded Charges. Schedule A rates may change upon at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Renewal Terms

For Online/Solutions/Software/Products: Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a 24 or 36 month Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Post Renewal Term for ProFlex Products . Your subscription will change to a month-to-month status at the end of the Renewal Term, and your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 60 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

For Window Products Your subscription will change to a month-to-month status at the end of the Minimum Term and your Monthly Charges will be billed at up to our then current rate. Thereafter, we may modify the Monthly Charges after at least 30 days notice. The Monthly Window will remain unchanged. Schedule A rates may change after at least 30 days written or online notice. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the month-to-month subscription by sending at least 30 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Excluded Charges and Schedule A rates. If you access CLEAR services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf>. Excluded Charges may change after at least 30 days written or online notice. Modification of Excluded Charges or Schedule A rates is not a basis for termination under Term, Termination of the General Terms and Conditions.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or are authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print or CD-ROM/DVD product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS and Serengeti charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (Direct or Indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation) In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw Or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

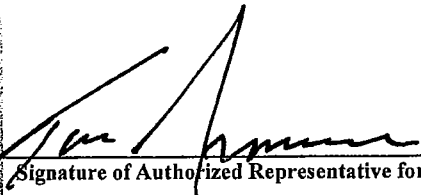
Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

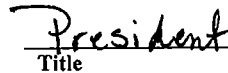
Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-00109477

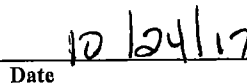
ACKNOWLEDGEMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.


Signature of Authorized Representative for order


Title

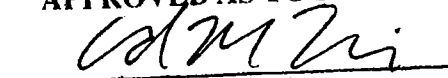

Printed Name


Date

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This Order Form will expire and will not be accepted after 12/11/2017 CT.

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney



THOMSON REUTERS

Attachment

Contact your representative dana.hamilton@thomsonreuters.com with any questions. Thank you.

Order ID: Q-00109477

Payment and Shipping Information

Payment Method:

Payment Method: Bill to Account

Account Number: 1000258432

P.O. Number:

SA ID:

GSA Funding:

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)

Contact Name: Susan Spencer

Email: susan.spencer@co.warren.oh.us

Online Contact Information

| User | Email Address | Contact Description |
|------|---------------|---------------------|
| | | |

IP Address

| From IP Address | To IP Address | From IP Address | To IP Address | From IP Address | To IP Address |
|-----------------|---------------|-----------------|---------------|-----------------|---------------|
| | | | | | |

Resolution

Number 17-1670

Adopted Date October 24, 2017

APPROVE AMENDMENTS #14 (SERVICE AGREEMENT) AND #20 (MONITORING AGREEMENT) TO THE CURRENT HOME INCARCERATION AGREEMENT WITH BI INCORPORATED FOR ELECTRONIC MONITORING/SERVICE ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT, COMMUNITY CORRECTIONS DIVISION

BE IT RESOLVED, to approve Amendments #14 and #20 to the current Home Incarceration Agreement with BI Incorporated for electronic monitoring/service on behalf of Warren County Common Pleas Court, Community Corrections division; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a — BI Incorporated
Community Corrections (file)
Common Pleas (file)

AMENDMENT NO. 14

TO THE
EXACUTRACK AT SERVICE AGREEMENT
AGREEMENT NO. 082806DY1 ("Agreement")

BETWEEN
BI INCORPORATED ("BI")
AND

BOARD OF WARREN COUNTY COMMISSIONERS on Behalf of
WARREN COUNTY COMMON PLEAS COURT ("Agency")

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

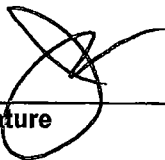
The term of the Agreement shall be extended under the same terms and conditions for one year, commencing January 1, 2018 through December 31, 2018.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED

**BOARD OF WARREN COUNTY
COMMISSIONERS on Behalf of
WARREN COUNTY COMMON PLEAS COURT**

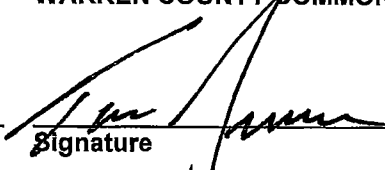


Signature
Jock Waldo

Printed Name
Divisional Vice President

Printed Title
10/10/2017

Date



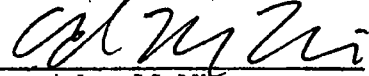
Signature
Tom Grossmann

Printed Name
President

Printed Title
10/24/17

Date

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

AMENDMENT NO. 20

TO THE
MONITORING SERVICE AGREEMENT NO.100996C1 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
BOARD OF WARREN COUNTY COMMISSIONERS on Behalf of
WARREN COUNTY COMMON PLEAS COURT ("Agency")

This Amendment is entered into by and between Agency and BI.

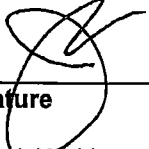
In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

The term of the Agreement shall be extended under the same terms and conditions for one year, commencing January 1, 2018 through December 31, 2018.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, by signing below Agency and BI have caused this Amendment to be effective as of the latest date set forth below.

BI INCORPORATED



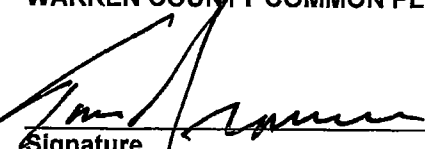
Signature
Jock Waldo

Printed Name
Divisional Vice President

Printed Title
10/10/2017

Date

**BOARD OF WARREN COUNTY
COMMISSIONERS on Behalf of
WARREN COUNTY COMMON PLEAS COURT**



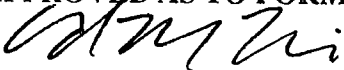
Signature
Tom Grossman

Printed Name
President

Printed Title
10/24/17

Date

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 17-1671

Adopted Date October 24, 2017

RECOMMEND MEMBER TO THE LOCAL EMERGENCY PLANNING COMMITTEE TO FILL THE UNEXPIRED TERM OF MICHAEL BUNNER

WHEREAS, Warren County was designated a Hazardous Materials Local Emergency Planning District by the State Emergency Response Commission, and

WHEREAS, Section 3750.03 (B) of the revised Code establishes that the State Emergency Response Commission must by Resolution, appoint members of the local emergency planning committee of an emergency district; and

WHEREAS, the State Emergency Response Commission has decided that all local emergency planning committee membership terms must cycle every two (2) years; and

WHEREAS, Michael Bunner has resigned his position as Director of the Warren County EMA; and

NOW THEREFORE BE IT RESOLVED, by this Board of Commissioners that Melissa Bour, Interim Director of the Warren County EMA, is hereby recommended for appointment to the Warren County Local Emergency Planning Committee by the State Emergency Response Commission, to fill the unexpired term of Michael Bunner, said term to expire August 2019.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

\dw

cc: Emergency Services (file)
Appointment file
Appointees

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

Resolution

Number 17-1672

Adopted Date October 24, 2017

SET PUBLIC HEARING TO CONSIDER AMENDMENT TO THE WARREN COUNTY COMPREHENSIVE PLAN AND UPDATE TO FUTURE LAND USE MAP TO INCLUDE THE HUNTER RED LION AREA PLAN

BE IT RESOLVED, to set the public hearing to consider an amendment to the Warren County Comprehensive Plan and update to the Future Land Use Map (FLUM) to include the Hunter Red Lion Area Plan; said public hearing to be held November 16, 2017, at 5:00 p.m. in the Clearcreek Township Government Center, 7593 Bunnell Hill Road, Springboro, Ohio 45066; and


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

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

\tao

cc: RPC
RZC (file)
Public Hearing file
Bruce McGary
Clearcreek Township Trustees
Franklin Township Trustees

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

Resolution

Number 17-1673

Adopted Date October 24, 2017

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, the Love Tattoo Foundation is holding an event at the Warren County Fairgrounds on December 31, 2017, in order to raise funds for various programs benefitting veterans; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign an F-2 Permit Application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Love Tattoo Foundation for the purpose of obtaining a liquor license during the event being held at the Warren County Fairgrounds; copy of said application is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

tao/

cc: Warren County Agricultural Society (file)
Donna Lynch
C/A—Ohio Department of Commerce, Division of Liquor Control

Resolution

Number 17-1674

Adopted Date October 24, 2017

ACCEPT THE AMOUNTS AND RATES AS DETERMINED BY THE WARREN COUNTY BUDGET COMMISSION AND AUTHORIZE THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

WHEREAS, this Board in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2018; and

WHEREAS, the Warren County Budget Commission has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within the ten mill tax limitation; and

NOW THEREFORE BE IT RESOLVED, that the amounts and rates, as determined by the Warren County Budget Commission in its certified, be and the same are hereby accepted; and


BE IT FURTHER RESOLVED, that there by and is hereby levied on the tax duplicate of Warren County the rate of each tax necessary to be levied with and without the ten mill limitation, as attached hereto and made a part hereof; and

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor (file) DH
Budget file
OMB
T. Zindel

Revised County Auditor's Form No. Aud 622 (Rev. 4-88)
 Prepare in triplicate
 On or before July 20th two copies of this Budget must be submitted to County Auditor

Dayton Legal Blank, Inc. Form No. 31006
 Form Prescribed by the Auditor of State

COUNTY OF WARREN,
 WARREN, County, Ohio

(Date) _____

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION

To the Auditor of said County:
 The following Budget year beginning January 1, _____, has been adopted by Council and is herewith submitted for consideration of the County Budget Commission.

Signed _____
 Title _____

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES

| For Municipal Use | | For Budget Commission Use | | For County Auditor Use | |
|---|--|--|---|--|-----------------------------------|
| FUND <small>(Include only those funds which are requesting general property tax revenue)</small> | Budget Year Amount Requested of Budget Commission Inside/Outside | Budget Year Amount Approved by Budget Commission Inside 10 Mill Limitation | Budget Year Amount to be Derived From Levies Outside 10 Mill Limitation | County Auditor's estimate of Tax Rate to be Levied | |
| | | | | Inside 10 Mill Limit Budget Year | Outside 10 Mill Limit Budget Year |
| | Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| GOVERNMENT FUNDS | XXXXXXXX | XXXXXXXX | XXXXXXXX | XXXXXXXX | XXXXXXXX |
| GENERAL FUND | | 15,530,000 | | 2.57 | |
| BOARD OF DEVEL. DISABILITY | | | 11,230,000 | | 2.50 |
| SENIOR SERVICES | | | 6,715,000 | | 1.21 |
| PROPRIETARY FUNDS | XXXXXXXX | XXXXXXXX | XXXXXXXX | XXXXXXXX | XXXXXXXX |
| FIDUCIARY FUNDS | XXXXXXXX | XXXXXXXX | XXXXXXXX | XXXXXXXX | XXXXXXXX |
| TOTAL ALL FUNDS | | | | | |

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

Resolution

Number 17-1675

Adopted Date October 24, 2017

APPROVE CATERING SALES AGREEMENT WITH GREAT WOLF LODGE, FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into a catering sales agreement with Great Wolf Lodge., 2501 Great Wolf Drive, Mason, Ohio 45040 (hereafter "Provider") for the November 17, 2017 Southwest Ohio Job Fair; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services in furtherance of the agreement the Board authorizes expenditures of \$3,000.00. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Great Wolf Lodge
Workforce Investment Board (file)

GREAT WOLF LODGE

GROUPS & MEETINGS

Plan on it.

CATERING SALES AGREEMENT

This Agreement is made and entered into as of September 28, 2017, by and between GWR Op Lessee OH LLC dba GREAT WOLF LODGE - Cincinnati/Mason (hereinafter referred to as "Hotel") and Warren County (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 4.

SECTION ONE: DESCRIPTION OF THE EVENT

- ❖ Company/Organization or Sponsor's Name: Warren County
- ❖ Event Name and general description of event: Job Fair for Butler/Clermont/Warren
- ❖ Contact Name: Amy Pond
- ❖ Contact Phone: Daytime: 513.695.1651
- ❖ Contact Address: 406 Justice Drive Lebanon, OH
- ❖ Contact Email Address: amy.pond@jfs.ohio.gov

SECTION TWO: MEETING ROOM/BALLROOM AND CATERING SERVICES/GUEST ROOMS

- 2.1. **MEETING ROOMS:** Hotel hereby reserves and Group guarantees payment for the meeting room space for the days/times specified. Hotel may change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names. Group will be charged meeting room set-up fees as outlined below, subject to a twenty-one (21) percent service charge and all applicable local and state taxes. If Group is exempt from state tax, it must present all documentation required by Hotel and pay in the manner specified by Hotel. ~~If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the meeting space covered by this Agreement.~~ Otherwise, Group will be charged all applicable taxes. If Group modifies the Guaranteed Amount which increases the amount of meeting space required, the Hotel may increase meeting room set-up accordingly.

KA

(MASOOH) MASON FAMILY RESORTS LLC

| Date | Time | Event | Att. | Rental Rev. |
|----------|-------------------|-------------------------------------|------|-------------|
| 11-17-17 | 07:30 AM-09:30 AM | Registration | 100 | |
| | 08:00 AM-02:00 PM | Job Fair for Butler/Clermont/Warren | 100 | \$3,000.00 |

- 2.2 **FOOD & BEVERAGE POLICY:** Due to licensing and insurance requirements, all food and beverage served at the Hotel must be supplied and prepared by Hotel. Any remaining food or beverage shall be the property of Hotel and may not be removed from the premises. Any violation of this policy will result in a \$150.00 clean up fee and a \$10 per person fee added to your master account. Group must approve and initial the final menu selections at least 3 weeks in advance; otherwise, items selected cannot be guaranteed. Final guarantee numbers are due by 12:00 PM, four (4) business days prior to event. Other than specifically stated in the approved menu, Hotel will not be responsible for any specific dietary requests or requirements. If group decides to do a comprehensive room set up change on the day of the function there will be a reset charge per room. Pricing will be quoted prior to change and must be authorized by signature prior to reset.

2.3 **TAXES/SERVICE CHARGES:**

A taxable service charge and current state sales tax will be applied to all food, beverage, meeting room rental fees, set-up fees, audio visual fees, labor and miscellaneous charges ordered through the Hotel and/or served by the Hotel personnel. Groups requesting tax exemption must submit a tax-exempt certificate three days prior to their scheduled function.

SECTION THREE: BILLING/CREDIT PROCEDURES

- 3.1 **DEPOSIT:** Hotel requires a non-refundable deposit in the amount of \$500.00.
- 3.2 **MASTER ACCOUNT:** Group must complete the attached direct billing application and return to Hotel upon signing this Agreement. Direct billing is a privilege and can only be authorized by the Hotel after an approved credit check. If Group is approved for Direct Billing, all charges will be direct billed to the Group's Master Account and will be paid as provided herein.
- 3.3 **DIRECT BILL:** Group must submit completed credit application a minimum of thirty (30) days prior to event. Completion of paperwork does not guarantee credit approval. Should paperwork be submitted less than thirty (30) days prior to event or the credit application does not receive approval by Hotel, group must, at Hotel's option, provide a credit card for payment or supply advance payment in full for estimated charges. There is a \$5000.00 minimum to establish direct bill account. The Master Account is due upon issuance of Hotel's invoice. After thirty (30) days from date of invoice, the outstanding Master Account balance will accrue interest at the rate of 1+1/2% per month.
- 3.4 **PAYMENT BY CHECK:** If paying by check, payment in full for estimated charges must be received thirty (30) days prior to check-in. Less than thirty (30) days prior to arrival, certified checks and money orders can be accepted, but they must be received fourteen (14) days prior to arrival. Payment by check cannot be accepted upon arrival and check-in.

SECTION FOUR: CANCELLATION/MODIFICATION

- 4.1 **CANCELLATION:** If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, Hotel will work with Group to arrange alternative, comparable space at the prices set forth herein. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.
- Group is responsible for paying the Guaranteed Amount and all charges specified in Section Two hereof. If Group cancels the contract or reduces the size of the event, Group shall pay the Guaranteed Amount within thirty (30) days of Hotel's invoice.
- 4.2 **CANCELLATION AND PERFORMANCE:** The rates offered by Hotel are based in part upon the total gross revenue anticipated by Hotel from Group's agreement to use and pay for the rooms and events listed in this document. The Group agrees and understands that in the event of a cancellation or lack of full performance by Group, Hotel's actual damages would be difficult to determine. Therefore, Group has agreed to pay reasonable liquidated damages to Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed in this document.

Date of Cancellation = Percentage owed
Date of signing to 365 days in advance = 10%
181-364 days prior in advance = 45%
180 days to 91 days in advance = 65%
90 to 46 days in advance = 80%
45 days or less in advance of event = 100%

Group will be responsible for meeting room rental, set-up fees and food and beverage minimums as outlined in section 2 of this contract.

SECTION FIVE: MISCELLANEOUS

- 5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any brochures or ads without prior approval of the General Manager of Hotel. No sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

- 5.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures which may include the requirement to hire sufficient security personnel from a reputable agency that is approved by the Hotel prior to the function. Service charge and sales tax will apply to security services.
- 5.3 **SHIPPING AND PACKAGES:** Group must notify Hotel in advance of any packages that will be shipped to the Hotel. Packages must include Group's name, date of program and number of items. Hotel has no responsibility or liability for such packages.
- 5.4 **SIGNING AUTHORITY:** The following individual has authority to sign for the Master Account and/or bind the Group:
Name: _____ Signature: _____
- 5.5 **HOTEL CONTACT/NOTICES:** All notices and other communications shall be in writing and delivered by hand, Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to the specified contact at the Hotel's address. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.
- 5.6 **DAMAGE CLAUSE:** In the event damage to Hotel property occurs as a result of Group or its guests/invitees, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. ~~Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct.~~ Group does not waive, by reason of this paragraph, any defense it may have with respect to such claims. (K)
- 5.7 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of Group's property or the property of its guests or invitees left in function rooms, or anywhere on Hotel property other than the Hotel safe. State laws govern Hotel's liability for items stolen or kept in Hotel's safe. Group is responsible to secure and provide insurance coverage for its property and hereby assumes responsibility for loss thereof. Group waives any claims under Hotel's insurance policy for the loss of such property. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 5.9 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice.
- 5.8 **DISPUTE RESOLUTION:** This Agreement will be interpreted in accordance with the laws of, and the exclusive venue for any dispute shall be in, the county or city and State in which the Hotel is situated. ~~The prevailing party shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post-judgment proceedings. To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.~~ (LA)
- 5.9 **ENTIRE AGREEMENT:** This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 5.10 **MISCELLANEOUS:** The persons signing this Agreement each warrants they are authorized to bind the party for which they are signing. Any provision of this Agreement deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 5.11 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any such attempted assignment or transfer by Group may, at the option of Hotel, be deemed a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.
- 5.12 **PAYMENT:** Payment of invoices is due upon receipt. Invoices unpaid after thirty (30) days of the invoice date will incur a charge of the lesser of 18% or the highest amount allowed by law. ~~Group shall be responsible for all collection or attorney fees and costs.~~ No payment by Group of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or letter shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to its right to recover the balance of amounts due any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after sixty (60) days, in addition to other remedies, Hotel may elect to cancel future arrangements, agreements or functions at the Hotel made by Group without penalty and upon written notice. (LA)
- 5.13 **RIGHT OF INSPECTION/ENTRY:** Hotel has the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel

the event, in which case all of Group's guests and invitees must immediately vacate the meeting rooms. In such event, Group will remain liable for all fees under section 2.

- 5.15 **AUDIO VISUAL:** Our in house Audiovisual Department is available for all audiovisual needs. All equipment rentals are subject to a 21% Service Fee and applicable state sales tax. Any audio visual equipment contracted from an outside source or brought in to the facility will be assessed a 21% service fee based on facilities standard rental fee. Group must provide Hotel in writing notice that it intends to use an outside source and shall provide all information requested by Hotel regarding the outside source and the services it intends to provide.
- 5.16 **LIQUOR LICENSE-POLICY:** Due to the nature of our liquor license and potential insurance liability, it is the policy of The Great Wolf Lodge that the bringing in of alcohol or receiving donated alcohol for consumption in our meeting rooms or public function areas by groups or individuals is strictly prohibited.
- 5.17 **RIGHT OF HOTEL TO TERMINATE:** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 4 above.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to 09-15-2017, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

GWR Op Lessee OH, LLC
D/B/A Great Wolf Lodge - Cincinnati/Mason

By: _____

Name: Brittany Nomady

Title: Catering Sales Manager

Date: _____

DIRECTOR OF SALES: _____ Initial

Warren County

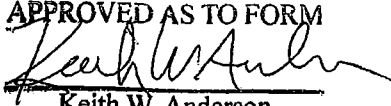
Signature: 

Name: Tom Grossmann

Title: President

Date: 10-24-17

APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney

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

Resolution

Number 17-1676

Adopted Date October 24, 2017

APPROVE AND AUTHORIZE THE BOARD OF WARREN COUNTY COMMISSIONERS
TO SIGN A LOCAL GOVERNANCE AGREEMENT

WHEREAS, this agreement is by and between the Butler, Clermont, and Warren County Board of County Commissioners' Chief Elected Officials and the Area 12 Workforce Investment Board of Butler, Clermont, and Warren Counties; and

WHEREAS, this agreement establishes the roles and responsibilities of each entity within the local workforce area; and

WHEREAS, the Warren County Board of Commissioners serves as the Fiscal Agent; and

WHEREAS, this agreement is effective July 1, 2017; and

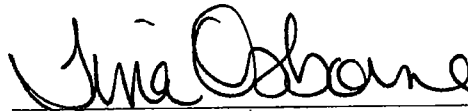
NOW THEREFORE BE IT RESOLVED, that the Warren County Board of County Commissioners does hereby approve and enter into the Local Governance Agreement with the Chief Elected Officials of the Butler and Clermont County Boards of County Commissioners and the Area 12 Workforce Development Board, as attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Butler County Commissioners
c/a – Clermont County Commissioners
Workforce Investment Board (file)

LOCAL GOVERNANCE AGREEMENT

- THIS AGREEMENT, effective July 1, 2017, is by and between the Butler, Clermont and Warren Boards of County Commissioners' Chief Elected Officials (hereinafter "Chief Elected Officials" or "CEOs"), the Ohio Area 12 Workforce Development Board (hereinafter "WDB") and the Warren County Board of Commissioners (hereinafter "Warren County") serving as the Fiscal Agent.
- WHEREAS, Butler, Clermont and Warren Counties have been designated as Ohio Local Area 12 (hereinafter "Area 12") for purposes of the allocation of funds under the Workforce Innovation and Opportunity Act (hereinafter "WIOA") in Ohio; and
- WHEREAS, the CEOs have been designated as the recipient of WIOA funds for Area 12; and
- WHEREAS, the WDB has been appointed by the CEOs to provide guidance and support to the WDB's Director and staff in the development and implementation of policies and programs designed to accomplish the goals of the WIOA; and
- WHEREAS, the Warren County Board of Commissioners has been designated by the CEOs, as the Fiscal Agent to be responsible for disbursement of the WIOA funds in Area 12; and
- WHEREAS, the Warren County Auditors on behalf of the Warren County Board of Commissioners administer WIOA funds for the Area 12 WDB; and
- WHEREAS, the OhioMeansJobs | Butler · Clermont · Warren (hereinafter "OMJ | BCW) with the lead agency of the consortium of counties being Butler County Department of Job and Family Services, serves as the OhioMeansJobs Center Operator and Provider of career services to meet the objectives of the WIOA in Butler, Clermont and Warren Counties; and
- WHEREAS, the WIOA requires that a local governance agreement be entered into to delineate the roles and responsibilities of the CEOs, WDB, and Fiscal Agent.
- NOW THEREFORE BE IT RESOLVED, in order to establish clear roles and responsibilities for each entity involved in the workforce delivery systems it is hereby agreed as follows:
- ESTABLISHMENT OF WORKFORCE DEVELOPMENT BOARD:
 - The local Workforce Development Board members will be appointed by the CEOs in compliance with WIOA section 107(c).
 - The membership of the WDB will comply with WIOA requirements as outlined in WIOA section 107(b)(2).
 - Bylaws for local WDB operations will be established and approved to ensure compliance and effectiveness of the WDB in fulfilling its duties and responsibilities.
 - The CEOs will review the membership of the WDB as it relates to equitable geographical representation in Area 12.
 - The CEOs will review the business membership of the WDB to ensure it relates to diverse industry sector representation.
 - WDB Members may resign from the WDB at any time by written notification to the WDB Director.
 - WDB Members attendance and participation will be monitored and the CEOs can

remove a member from the WDB due to a sufficient deficiency as determined by the CEOs.

- The role of the CEOs is outlined in the Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-18. (Section IV, Requirements, Subsection A, Chief Elected Official) as prepared by the Ohio Department of Job and Family Services, Office of Workforce Development.

- **HIRING OR DESIGNATING A LOCAL WDB DIRECTOR AND/OR STAFF:**

- Subject to the approval of the CEOs, the local WDB will hire a Director and staff as deemed appropriate.
- Job descriptions for the Director and staff will be established by the WDB and shall contain objective qualifications, duties, and responsibilities.
- The WDB, in collaboration with the CEOs, will establish an appropriate and feasible method to evaluate the Director and staff.
- The WDB, in collaboration with the CEOs, may terminate the Director and staff if it is deemed that the job performance is inadequate and efforts to resolve the issue(s) have been unsuccessful.
- Warren County has been designated by the CEOs to be the administrative agent of hiring and housing the WDB Director and staff.
- The WDB shall, through its staff, procure contracts, obtain written agreements as appropriate, conduct financial monitoring of service providers, and ensure an independent audit is conducted of all employment and training programs.
- The role of the WDB is outlined in the Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-18. (Section IV, Requirements, Subsection A, Local Workforce Development Board) as prepared by the Ohio Department of Job and Family Services, Office of Workforce Development.

- **ROLE OF FISCAL AGENT :**

- The Fiscal Agent, Warren County, has been designated by the CEOs to perform accounting and funds management on behalf of the CEOs.
- The Warren County Auditor on behalf of the Warren County Commissioners performs the accounting and fund management of the Area 12 WDB's allocation of WIOA funds.
- Warren County, as Fiscal Agent, has contracted with a third-party CPA, Salvatore Consiglio, CPA, Inc., to perform Fiscal Agent duties for the WDB.
- WIOA formula allocations will be distributed within the three-county area based on actual customer need and not based on county allocation amounts.
- Warren County as Fiscal Agent will comply with state and federal reporting requirements and timelines as defined by OWD.
- Warren County as Fiscal Agent will establish written fiscal policies relative to procurement, auditing, fiscal monitoring, and overall fiscal administration.
- Warren County as Fiscal Agent will comply with federal and state requirements applicable to all fiscal agreements i.e.; use of program funds, cost allocation requirements, procurement requirements, reporting requirements, and audit requirements.
- The role of the Fiscal Agent is outlined in the Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) No. 15-18. (Section IV, Requirements, Subsection A, Fiscal Agent), as prepared by the Ohio Department of Job and Family Services, Office of Workforce Development.

- MULTI-FUNCTION AGREEMENT CLAUSE
 - WIOA requires that a written agreement be entered into where one entity performs multiple functions.
 - Area 12 does not have a situation in which one entity performs multiple functions; therefore, no multi-function agreement is outlined.

- DISPUTE RESOLUTION PROCESS
 - The WDB shall establish an internal dispute resolution system with an appeal process to the CEOs and a final consultation with the Governor's Executive Workforce Board to the extent permitted by such Board.

- DURATION OF THE AGREEMENT
 - This agreement shall be in effect for one (1) consecutive year retroactive from July 1, 2017 until June 30, 2018 and shall automatically be renewed for one (1) year periods unless a majority of the CEOs vote to terminate this agreement.

- MODIFICATION OF AGREEMENT
 - This agreement may be modified only upon the express written consent of the majority of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this GOVERNANCE AGREEMENT on the day and year set forth below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BUTLER COUNTY, OHIO

DATE

Approved as to form only:

Assistant Prosecuting Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
Clermont County, OHIO

DATE

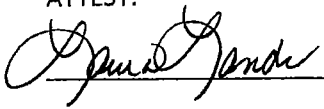
Date

Date

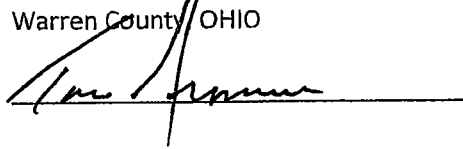
Approved as to form only:

Assistant Prosecuting Attorney

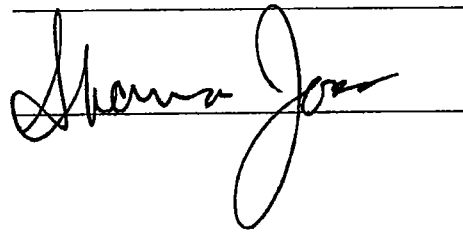
ATTEST:



BOARD OF COUNTY COMMISSIONERS
Warren County, OHIO

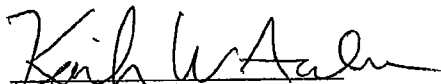


10/24/17
DATE



DATE
10/24/17
DATE

Approved as to form only:


Assistant Prosecuting Attorney

Resolution

Number 17-1677

Adopted Date October 24, 2017

AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN THE SATISFACTION OF MORTGAGE FOR JOSHUA B. HOLLON AND KIMBERLY A. HOLLON

WHEREAS, Joshua B. Hollon and Kimberly A. Hollon, Husband and Wife, received a deferred loan for down payment assistance for the purchase of property, known as 8610 Walnut Street, Butlerville, Ohio 45162, through the FY 1998 CHIP Program from the Warren County Board of Commissioners; and

WHEREAS, the Board has received payment in full for the aforementioned loan; and

WHEREAS, said payment was initially received in January, 2014, at which time the original Satisfaction of Mortgage was issued per Resolution 14-0044, and

WHEREAS, said Satisfaction of Mortgage was inadvertently not recorded, and

WHEREAS, it is now necessary that a Satisfaction of Mortgage be recorded for said property;

NOW THEREFORE BE IT RESOLVED, to authorize the President and/or Vice President of this Board to sign a replacement original Satisfaction of Mortgage for Joshua and Kimberly Hollon.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

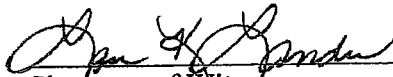
cc: OGA (file)
c/a – Hollon, Joshua and Kimberly

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 17th day of December, 1999, recorded on the 29th day of December, 1999, in Record of Mortgages, Vol. 1882 pages 760-763, in the Office of the Recorder of Warren County, Ohio, executed by **Joshua B. Hollon and Kimberly A. Hollon**, husband and wife, to the Warren County Board of Commissioners on the following real estate, known as 8610 Walnut Street, Butlerville, Ohio 45162, and legally described in Exhibit "A", attached hereto and made a part hereof, has been fully paid and satisfied, and the Recorder is authorized to **discharge** the same of record.

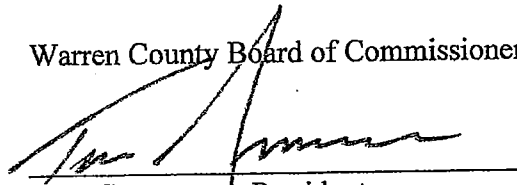
In Testimony Whereof, the said Warren County Board of Commissioners by Tom Grossmann, President, acting in his official capacity, has hereunto set his hand this 24th day of October, 2017, A.D.

Signed and Acknowledged
In the Presence of


Signature of Witness

Laura K Lander
Printed Name of Witness

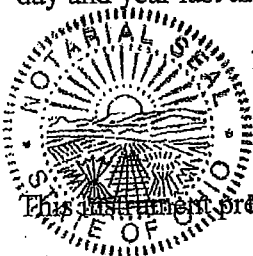
Warren County Board of Commissioners


Tom Grossmann, President

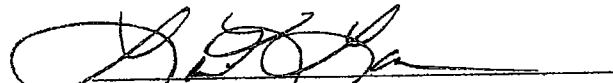
State of Ohio
County of Warren, ss:

Be It Remembered, That on this 24th day of October, 2017, A.D., before me, the subscriber, a Notary Public in and for said County, personally came the above named Tom Grossmann, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

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



LAURA K. LANDER
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Warren County


Notary Public

This instrument prepared by Warren County Commissioners Office, Warren County, Ohio. 12/26/17

EXHIBIT "A"
Legal Description
Warren County

Sidwell No 18-33-287-012

Situate in the Village of Butlerville, in the County of Warren and State of Ohio, in Harlan Township, and being part of Lots Number 58 and 59 in said Village of Butlerville, and being more particularly described as follows:

Beginning at the northwest corner of Lot No. 59 in the East line of thirty foot street; thence with the east line of said street North 40 deg. East 4 feet in the west side of Lot No. 58; thence East parallel with the South line of Lot No.58, 60 feet; thence south parallel with said 30 foot street 4 feet to line of Lots No. 58 and 59, thence East with the South line of Lot No. 58, 60 feet; thence South parallel with the line of the 30 foot street 66 feet to the south line of Lot No. 59; thence West with the south line of Lot no. 59, 120 feet to the south west corner of Lot No. 59 and in the East line of said 30 foot street; thence with the west line of Lot No. 59 and the east line of said 20 foot street North 40 deg East 66 feet to the place of beginning; being 4 feet off the southwest corner of Lot No. 58 and 120 feet off the west end of Lot No. 59 , all fronting on said 30 foot street.

Corrective Description Prepared by Donald L. Tevis, Registered Surveyor No. 5258

The above parcel being:

1. a) a part of Lot 58, being 4' fronting on Walnut x 60', and
b) a part of Lot 59, being 60' x 66', lying 60' east of Walnut each being part Sidwell No. 18-33-287-006 (in Helton's name no transfer); and
2. a part of Lot 59 being 66' fronting on Walnut x 60'; being Sidwell No. 18-33-287-002

Prior Instrument Reference: Volume 1595, Page 467 of the Official Records of Warren County, Ohio

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

Resolution

Number 17-1678

Adopted Date October 24, 2017

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #10/19/2017 001, #10/19/2017 002, #10/19/2017 003, #10/19/2017 004, #10/19/2017 005, #10/19/2017 006, #10/19/2017 007, #10/19/2017 008, #10/19/2017 009, and #10/19/2017 010; said batches are attached hereto and made a part hereof.

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

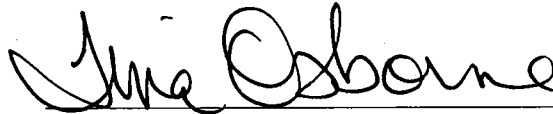
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor DH

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

Resolution

Number 17-1679

Adopted Date October 24, 2017

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:


| | |
|----------|-------------|
| Veterans | \$ 4,000.00 |
| Veterans | \$ 2,350.00 |

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ~~DH~~
Veterans (file)
OMB

Resolution

Number 17-1680

Adopted Date October 24, 2017

APPROVE VARIOUS REFUNDS

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

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor DH
Refunds file

Resolution

Number 17-1681

Adopted Date October 24, 2017

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN HUDSON HILLS, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

BOND REDUCTION

| | | |
|------------------|---|--------------------------------------|
| Bond Number | : | 17-020 (P/S) |
| Development | : | Hudson Hills, Section 2 |
| Developer | : | M/I Homes of Cincinnati, LLC |
| Township | : | Deerfield |
| Reduction Amount | : | \$164,152.30 |
| Surety Company | : | Capitol Indemnity Company (60123320) |

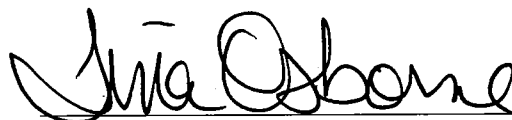
BE IT FURTHER RESOLVED: the original amount of bond was \$492,303.18 and after the above reduction, the new required bond amount is \$328,150.88.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: M/I Homes of Cincinnati, LLC Attn: Casey Kehling, 9349 Waterstone Blvd, Ste 100 Cincinnati, OH 45249
Capitol Indemnity Corp, P.O. Box 5900, Madison, WI 53705
Engineer (file)
Bond Agreement file

Resolution

Number 17-1682

Adopted Date October 24, 2017

CREATE NEW LODGING TAX ADDITIONAL 1% FUND #231, ACCEPT AN AMENDED CERTIFICATE AND APPROVE A SUPPLEMENTAL APPROPRIATION FOR THE LODGING TAX ADDITIONAL 1% 231

WHEREAS, this Board approved a 1 % increase to the Warren County Lodgings Tax for the purpose of constructing and operating a sports complex through the Warren County Port Authority and the Warren County Convention and Visitor's Bureau; and

WHEREAS, it is necessary to create a new fund in order to track collections and expenses associated with said additional collection; and

NOW THEREFORE BE IT RESOLVED, to create Lodgings Tax Additional 1% Fund 231; and

BE IT RESOLVED, to accept an amended certificate from the Warren County Budget Commission in the amount of \$130,000.00 (as attached) and approve the following supplemental appropriation:

\$130,000.00 into #231-0999-750 (Distribution of Funds)

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DU~~
Amended Certificate file
Supplemental Appropriation file
Commissioners file
T. Zindel
OMB

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code, Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, October 19, 2017

To the TAXING AUTHORITY of Warren County Commissioners

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

| FUND TYPE - Special Revenue | Jan. 1st, 2017 | Taxes | Other Sources | Total |
|-----------------------------|----------------|---------------|---------------------|---------------------|
| Lodging Tax Addl 1% | \$0.00 | \$0.00 | \$130,000.00 | \$130,000.00 |
| Fund 231 | | | | |
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| | | | | |
| TOTAL | \$0.00 | \$0.00 | \$130,000.00 | \$130,000.00 |

2017 OCT 19 AM 9 58

_____)
 _____)
Matt Colan)
 _____) Budget
 _____) Commission
 _____)

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

Resolution

Number 17-1683

Adopted Date October 24, 2017

APPROVE OPERATIONAL TRANSFER FROM COUNTY COMMISSIONERS' FUND #101-1112 INTO MARY HAVEN YOUTH TREATMENT CENTER FUND #270

WHEREAS, the Mary Haven Youth Center has requested that the fourth quarter of their 2017 operating contribution be transferred from the County Commissioners Fund #101 into the Mary Haven Youth Treatment Center Fund #270; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from County Commissioners Fund #101 into Mary Haven Youth Treatment Center Fund #270:

\$247,250.00 from #101-1112-744-9000 (County Commissioners, Grants-Mary Haven)
into #270-9001-999-9000 (Mary Haven - County Grant Transfers)

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor DU
Probate/Juvenile (file)
Operational Transfer file
OMB

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

Resolution

Number 17-1684

Adopted Date October 24, 2017

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
SPECIAL PROJECTS FUND #224 AND COMMON PLEAS COURT COMMUNITY BASED
CORRECTION FUND #289

BE IT RESOLVED, to approve the following supplemental appropriations:


| | | | |
|-------------|------|---------------|----------------------|
| \$25,000.00 | into | #224-1220-400 | (Purchased Services) |
| \$ 280.00 | into | #289-1220-910 | (Other Expense) |
| \$13,500.00 | into | #289-1224-910 | (Other Expense). |
| \$ 1,500.00 | into | #289-1225-910 | (Other Expense) |

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ~~DA~~
Supplemental Adjustment file
Common Pleas (file)
OMB

Resolution

Number 17-1685

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO DOMESTIC RELATIONS FUND #101-1230

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Domestic Relations Fund #101-1230 in order to process a vacation leave payout for Jerry Williams former employee of Domestic Relations:

| | | | |
|----------|------|---------------|--|
| \$376.18 | from | #101-1110-882 | (Comm. – Vacation Leave Payout) |
| | into | #101-1230-882 | (Domestic Relations - Vacation Leave Payout) |

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor DA
Appropriation Adjustment file
Domestic Relations (file)
OMB

Resolution

Number 17-1686

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN OMB FUND #101-1115

BE IT RESOLVED, to approve the following appropriation adjustment:

\$100.00 from #101-1115-850 (OMB – Training, Education)
 into #101-1115-910 (OMB – Other Expense)

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ~~DA~~
Appropriation Adjustment file
OMB (file)

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

Resolution

Number 17-1687

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #101-1116

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | |
|------------|--------------------|--|
| 400.00 | from #101-1116-400 | (Econ Dev. – Purchased Services) |
| | into #101-1116-220 | (Econ Dev. – Operating Supplies) |
| \$1,595.26 | from #101-1116-102 | (Econ Dev. – Regular Salaries) |
| | into #101-1116-317 | (Econ Dev. – Capital Purchases Under \$10,000) |

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AS/

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

Resolution

Number 17-1688

Adopted Date October 24, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND #101-1150

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 6,000.00 from #101-1150-400 (Purchased Services)
 into #101-1150-317 (Capital Purchases Under \$10,000)

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ~~DA~~
Appropriation Adjustment file
Prosecutor (file)
OMB

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

Resolution

Number 17-1689

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN LAW LIBRARY RESOURCES
FUND #207

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | | |
|------------|------|---------------|------------------------------------|
| \$7,000.00 | from | #207-1291-220 | (Operating Supplies, General) |
| | into | #207-1291-317 | (Capital Purchases under \$10,000) |

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor DA
Appropriation Adjustment file
Law Library (file)
OMB

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

Resolution

Number 17-1690

Adopted Date October 24, 2017

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN WORKFORCE INVESTMENT BOARD FUND #238

BE IT RESOLVED, to approve the following appropriation adjustment:

| | | | |
|---------|------|---------------|----------------------|
| \$2,000 | from | #238-5800-102 | (Regular Salaries) |
| | into | #238-5800-400 | (Purchased Services) |

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor du
Appropriation Adjustment file
Workforce Investment Board (file)
OMB

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

Resolution

Number 17-1691

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN PROSECUTOR FUND #245

BE IT RESOLVED, to approve the following appropriation adjustments:

\$212.82 from #245-2450-210 (Office Supplies)
 into #245-2450-950 (Other Expense)

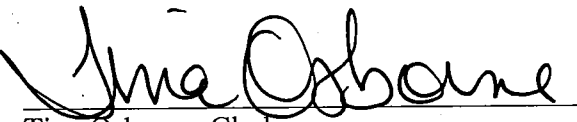
\$1,500.00 from #245-2450-850 (Training-Education)
 into #245-2450-950 (Other Expense)

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CSM/

cc: Auditor ~~DM~~
Appropriation Adjustment file
Prosecutor (file)
OMB

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

Resolution

Number 17-1692

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN DEVELOPMENTAL
DISABILITIES FUND #205

BE IT RESOLVED, to approve the following appropriation adjustments:

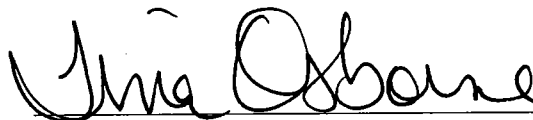
| | | | |
|-------------|------|---------------|------------------------------|
| \$ 58,000 | from | #205-6710-220 | (Operating Supplies) |
| \$ 150,000 | from | #205-6710-421 | (Rent or Lease) |
| \$1,500,000 | from | #205-6710-478 | (Contract Services) |
| \$ 35,000 | from | #205-6710-820 | (Health Insurance) |
| \$ 20,000 | from | #205-6710-830 | (Workers' Compensation) |
| | | | |
| \$ 58,000 | into | #205-6710-210 | (Office Supplies) |
| \$1,650,000 | into | #205-6710-400 | (Purchased Services) |
| \$ 15,000 | into | #205-6710-881 | (Accumulated Sick Leave) |
| \$ 20,000 | into | #205-6710-882 | (Accumulated Vacation Leave) |
| \$ 20,000 | into | #205-6710-910 | (Other Expenses) |

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~
Appropriation Adj. file
Developmental Disabilities (file)
OMB

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

Resolution

Number 17-1693

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COUNTY COURT FUND #253

BE IT RESOLVED, to approve the following appropriation adjustments:

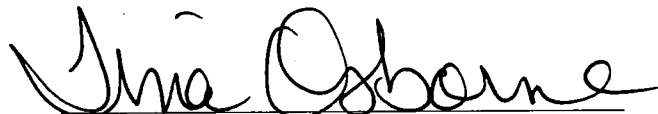
| | | | |
|----------|------|---------------|--------------------|
| \$ 4.81 | from | #253-1280-102 | (Regular Salaries) |
| | into | #253-1280-210 | (Office Supplies) |
| \$174.38 | from | #253-1280-811 | (PERS) |
| | into | #253-1280-210 | (Office Supplies) |
| \$ 4.21 | from | #253-1280-830 | (Workers Comp) |
| | into | #253-1280-210 | (Office Supplies) |
| \$ 10.00 | from | #253-1280-860 | (Life Insurance) |
| | into | #253-1280-210 | (Office Supplies) |
| \$ 23.18 | from | #253-1280-871 | (Medicare) |
| | into | #253-1280-210 | (Office Supplies) |
| \$630.58 | from | #253-1280-820 | (Health Ins) |
| | into | #253-1280-210 | (Office Supplies) |
| \$600.00 | from | #253-1280-820 | (Health Ins) |
| | into | #253-1280-910 | (Office Supplies) |

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 17-1694

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUND #292

BE IT RESOLVED, to approve the following appropriation adjustments:

\$6,192.95 from #292-2223-114 (Overtime)
 into #292-2222-114 (Overtime)

\$1,573.25 from #292-2223-811 (PERS)
 into #292-2222-811 (PERS)


\$125.41 from #292-2223-871 (Medicare)
 into #292-2222-871 (Medicare)

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 17-1695

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND
NO. 510

WHEREAS, the Water and Sewer Department incurs costs for utilities; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments:

\$85,000.00 from #510-3200-3200-317 (Capital Purch under \$10,000)

\$95,000.00 from #510-3209-3209-220 (Water Repl/Improve Acct)

\$180,000.00 into #510-3200-3200-430 (Utilities)

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

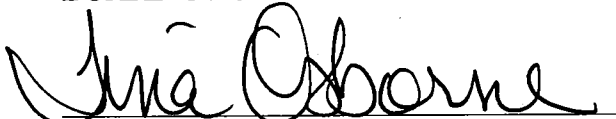
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

las

cc: Auditor ~~DM~~
Appropriation Adj. file
Water/Sewer (file)
OMB

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

Resolution

Number 17-1696

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER AND SEWER REVENUE FUNDS NO. 510 AND 580

WHEREAS, the chart of accounts will be reduced and object codes 220, 223, 421, and 457 will no longer be used; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,412.14 from #510-3200-3200-220 (Operating Supplies)
 into #510-3200-3200-210 (Office Supplies, General)

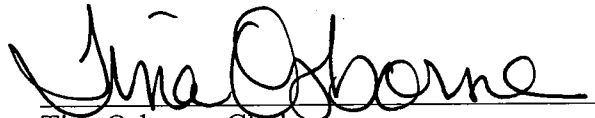
\$4,149.00 from #580-3300-3300-220 (Operating Supplies)
 into #580-3300-3300-210 (Office Supplies/General)

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

las

cc: Auditor ~~MM~~
Appropriation Adj. file
Water/Sewer (file)
OMB

Resolution

Number 17-1697

Adopted Date October 24, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN RECORDS CENTER FUND #101-1500, BUILDING AND ZONING FUND #101-2300, AND HUMAN SERVICES FUND #203

BE IT RESOLVED, to approve the following appropriation adjustments:

RECORDS CENTER FUND #101-1500

\$6,000.00 from #101-1500-820 (Health Insurance)
into #101-1500-317 (Capital Purchases under \$10,000)

BUILDING AND ZONING FUND #101-2300

\$835.97 from #101-2300-830 (Workers Compensation)
into #101-2300-317 (Capital Purchases under \$10,000)

HUMAN SERVICES FUND #203

\$100,000.00 from #203-5310-102 (Regular Salaries)
into #203-5310-749 (Children Services)

\$ 20,000.00 from #203-5310-811 (PERS)
into #203-5310-749 (Children Services)


\$ 30,000.00 from #203-5310-820 (Health Insurance)
into #203-5310-749 (Children Services)

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ~~DN~~
Appropriation Adj. file
Records Center (file)

Building & Zoning (file)
Human Services (file)
OMB

Resolution

Number 17-1698

Adopted Date October 24, 2017

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #10/24/2017 001, #10/24/2017 002, and #10/24/2017 003; said batches attached hereto and made a part hereof.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ~~DA~~

Resolution

Number 17-1699

Adopted Date October 24, 2017

APPOINT COMMITTEE TO REVIEW ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF WATER TREATMENT PLANT UPGRADES AND SOFTENING FACILITIES.

WHEREAS, Sections 153.65-71 of the Ohio Revised Code identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

WHEREAS, the Warren County Board of County Commissioners issued a request for qualifications from interested consulting firms on September 5, 2017 and submittals are required by October 26, 2017; and

WHEREAS, the County Sanitary Engineer recommends a committee of four (4) to review the submittals; and

WHEREAS; the committee will be comprised of the Superintendent of Water Treatment, Deputy Sanitary Engineer, Sanitary Engineer, and the General Manager of Western Water; and

WHEREAS, the committee will be present its review sheets to the Warren County Board of Commissioners at its conclusion; and

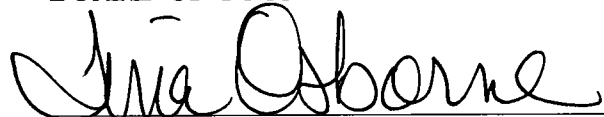
NOW THEREFORE BE IT RESOLVED, to appoint the committee to review engineering qualifications for the procurement of professional engineering services related to the design of the water treatment plant upgrades and softening facilities.

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

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

Resolution adopted this 24th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File