

Resolution

Number 18-0600

Adopted Date April 10, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR EMMALINE RITCHIE WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Emmaline Ritchie, Emergency Communications Operator within the Warren County Department of Emergency Services, has successfully completed a 365-day probationary period, effective April 10, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Emmaline Ritchie's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.84 per hour under the Warren County Department of Emergency Services Compensation Schedule, effective pay period beginning April 12, 2017.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Emergency Services (file)
E. Ritchie's Personnel File
OMB – Sue Spencer

Resolution

Number 18-0601

Adopted Date April 10, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR CHRISTIAN JENT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Christian Jent, Case Aide within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period, effective April 3, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Christian Jent's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.67 per hour effective pay period beginning April 14, 2018.

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

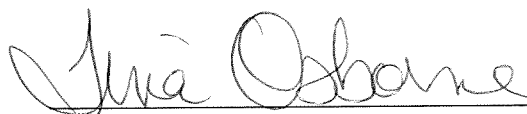
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
C. Jent's Personnel File
OMB – Sue Spencer

Resolution

Number 18-0602

Adopted Date April 10, 2018

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

WHEREAS, Candy Massie, Unit Support Worker II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective April 12, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Candy Massie's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$13.06 per hour effective pay period beginning April 14, 2018.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
C. Massie's Personnel File
OMB – Sue Spencer

Resolution

Number 18-0603

Adopted Date April 10, 2018

REMOVE PROBATIONARY EMPLOYEE JANET VANNULAND, UNIT SUPPORT WORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Janet VanNuland, began employment with the Warren County Department of Job and Family Services, Human Services Division on December 4, 2017 subject to a 365 day probationary period; and

WHEREAS, the Director of Warren County Department of Job and Family Services, Human Services Division, has recommended said employee be terminated for failing to meet the required standards of her position; and


NOW THEREFORE BE IT RESOLVED, to remove Janet VanNuland from employment within the Warren County Department of Job and Family Services, Human Services Division, effective April 10, 2018.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
Janet VanNuland's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 18-0604

Adopted Date April 10, 2018

AUTHORIZE THE POSTING OF THE HVAC TECHNICIAN I POSITION, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for the HVAC Technician I position within the Facilities Management Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of HVAC TECHNICIAN I in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning April 11, 2018.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Facilities Management (file)
OMB Sue Spencer

Resolution

Number 18-0605

Adopted Date April 10, 2018

ADVERTISE FOR BIDS FOR THREE (3) NEW 2018 ½ TON EXTENDED CAB 4 X 4 PICKUP TRUCKS FOR WARREN COUNTY GARAGE

BE IT RESOLVED, to advertise for bids for Three (3) New 2018 ½ Ton Extended Cab 4 x 4 Pickup Trucks for Warren County Garage; and

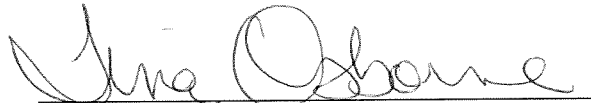
BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Web Site, beginning the week of April 15, 2018; bid opening to be May 1, 2018 @ 9:05 a.m.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH/

cc: Garage (file)
OMB

Resolution

Number 18-0606

Adopted Date April 10, 2018

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH KINDLER & ASSOCIATES, LLC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into an engineering service contract with Kindler & Associates, LLC., 5144 Foxtail Pine St., Dublin, OH 43016 for pavement management (paver) system services for Warren County Highway System, as attached hereto and made a part hereof.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Kindler & Associates, LLC.
Engineer (file)

**CONSULTING ENGINEERING SERVICES CONTRACT FOR
PAVEMENT MANAGEMENT (PAVER) SYSTEM SERVICES
WARREN COUNTY HIGHWAY SYSTEM**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Kindler & Associates, LLC, duly licensed under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to update its road inventory and assessment of pavement condition of county maintained highways. In order to proceed with the PROJECT, Pavement Management Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of Pavement Management (PAVER) Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Pavement Management Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Pavement Management representative for the Project as set forth below and shall give professional Pavement Management consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Pavement Management Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$ 27,500.00**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.
- 5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

- 5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners,

successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.

- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309
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Kindler & Associates, LLC
 Joe Kindler, Sr., P.E.
 5144 Foxtail Pine St.
 Dublin, OH 43016
 Ph. 614.570.5090

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage with limits of \$1,000,000 per occurrence and 2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER

and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

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SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Joe Kindler, Sr. P.E., has caused this Agreement to be executed on the date stated below by _____, whose title is _____, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: Joe Kindler
PRINTED NAME: JOE KINDLER
TITLE: PRESIDENT
DATE: 3/30/18

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-0666 dated 4/10/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 4/10/18

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: Neil F. Tunison
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: David P. Fornshell
Assistant Prosecuting Attorney

Resolution

Number 18-0607

Adopted Date April 10, 2018

ENTER INTO A GEOTECHNICAL ENGINEERING SERVICES CONTRACT WITH TERRACON CONSULTANTS, INC. ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

BE IT RESOLVED, to enter into a Geotechnical Engineering Service contract with Terracon Consultants, Inc. 611 Lunken Park Drive, Cincinnati, OH 45226 for the Socialville Fosters Road Retaining Wall Project, as attached hereto and made a part hereof.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Terracon Consulting, Inc.
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR
SOCIALVILLE-FOSTERS ROAD RETAINING WALL PROJECT
GEOTECHNICAL ENGINEERING SERVICES**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Terracon Consultants, Inc., 611 Lunken Park Drive, Cincinnati, OH 45226, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to replace a deteriorated retaining wall on Socialville-Fosters Road (approximately 500 feet west of Old 3C Highway in Deerfield Township) hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Geotechnical Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Geotechnical Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Geotechnical Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Geotechnical Engineering representative for the Project as set forth below and shall give professional Geotechnical Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and geotechnical engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Basic Services. Such services will be set forth in an Exhibit, which is to be identified, attached to and made a part of this Agreement before such services begin.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Geotechnical Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **fee not to exceed \$7,800.00**.
 - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an Exhibit, attached to and made a part of this Agreement before such services begin.

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed

without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.3.2 Records of ENGINEER'S Payroll Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3310
---	---

Terracon Consultants, Inc.
Attn: David Westendorf, Group Manager
611 Lunken Park Drive
Cincinnati, OH 45226
Ph. 513-321-5816

6.12 Insurance

ENGINEER shall carry comprehensive general or professional liability insurance with coverage limits of \$1,000,000 Per Occurrence, and \$2,000,000 Aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and

schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

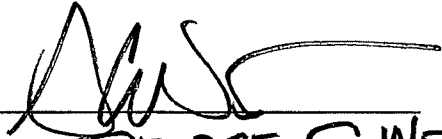
ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

SECTION 10 – EXECUTION

ENGINEER:

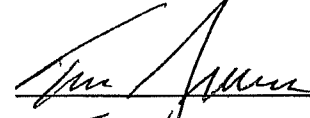
IN EXECUTION WHEREOF, Terracon Consultants, Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by GEORGE WEBB, whose title is SR. PRINCIPAL, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: GEORGE C. WEBB
TITLE: SR. PRINCIPAL
DATE: 3.20.2018

OWNER:

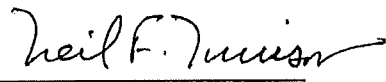
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-0607 dated 4/10/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 4/10/18

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: 
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: 
Assistant Prosecuting Attorney



March 5, 2018 (revised)

Warren County Engineer's Office
210 West Main Street
Lebanon, Ohio 45036

Attn: Mr. Roy Henson, P.E., P.S.
Bridge Engineer
P: [513] 695-3310
C: [513] 673-9789
E: Roy.Henson@co.warren.oh.us

Re: Revised Proposal for Geotechnical Engineering Services
Retaining Wall Evaluation on Socialville-Foster Road
Deerfield Township, Warren County, Ohio
Terracon Proposal No. PN1185074

Dear Mr. Henson:

Thank you for meeting at the site to walk the site and view the damage to the existing concrete and stone retaining wall located north of the existing soldier pile along the east side of the roadway. The purpose of this meeting was to observe conditions, to discuss the viability of extending the existing drilled pier wall.

The purpose of this study will be to drill two supplemental test borings to define general near-surface soil conditions, determine the depth to bedrock, evaluate the cause of the observed movement, and for soldier pile and lagging wall design and construction drawings for remediation. This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

A. PROJECT INFORMATION

The project site is located on the east side of Socialville-Foster Road approximately 400 feet west of 3C Highway in Deerfield Township, Warren County, Ohio. The roadway is located immediately adjacent to Simpson Creek. The existing concrete and stone walls in this location have been damaged due to erosion and soil movement due to the creek flow. An existing soldier pile wall is located immediately east of the stone wall and this wall will be extended approximately 185 feet to the north. As-built information from the construction of that wall and borings performed by FMSM in 2001 in the roadway, along with the two new test borings will be utilized for this study.



Terracon Consultants, Inc. 611 Lunken Park Drive, Cincinnati, Ohio 45226
P [513] 621-9092 F [513] 321-4540

Geotechnical

Environmental

Construction Materials

Facilities



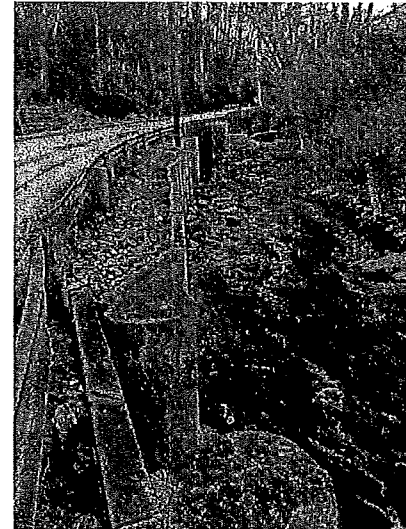
View South- Proposed Boring Locations (T-4 & T-3)



View North Along Roadway



View South- Existing Retaining Wall



View North- Existing Retaining Walls

B. SCOPE OF SERVICES

We propose to supplement the existing subsurface data with two additional test borings in order to perform a retaining wall design as a northern extension of the existing pier wall. The two test borings will be drilled at the edge of pavement. We propose to perform the cantilevered pier analysis based on an allowable lateral deflection of 3 inches, at the top of pier.

We propose to extend the test borings about 15 feet below grade to refusal condition in shale bedrock. Split spoon soil samples will be obtained on 2.5 foot intervals to refusal condition into shale bedrock. We have budgeted 5 feet of rock core at both borings to obtain information on the thickness and frequency of limestone layers in the bedrock (to aid the contractor during bidding). Sampling will be performed in general accordance with industry standard procedures wherein Shelby tube samples (ASTM D1587) or split-barrel samples (ASTM D1586) are

Proposal for Geotechnical Engineering Services

Socialville-Foster Road Retaining Wall ■ Deerfield Township, Warren County, OH

March 5, 2018 ■ Terracon Proposal No. PN1185074



obtained. In addition, we will observe and record short-term groundwater levels during and immediately after drilling operations. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers and transported to our laboratory.

The test borings have been staked in the field (boring locations T-3 & T-4, see attached plan) and were located to supplement the existing test boring information (SB #5), the information available for the existing retaining walls, and with consideration to the existing overhead electrical lines. We understand that the traffic will be either detoured off of Socialville-Foster Road or traffic control will be provided by Warren County during drilling operations. No fee for traffic control is included in this proposal. This is very much appreciated. If we are authorized to perform this work, we will provide two weeks notice of the work and a firm date within one week of mobilizing to the site.

Conditions/Items to be provided by Client: Items to be provided by the client include the right of entry to conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the area. We will contact Ohio Utility Protection Service, Inc. (OUPS), for location of utilities in public easements. Location of private utilities on the property is not part of OUPS, or Terracon scope. All private utilities should be marked by others prior to mobilization of drill rig. Based on our past experience, some developed sites have underground private utilities which will not be identified by OUPS. In such case, a private utility locator should be employed to mark all the utilities on the site. Terracon can employ a private utility locator upon authorization at an additional cost.

Terracon will take reasonable efforts to reduce damage to the pavement and roadway berm, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes and inserting a 3 foot deep concrete plug in the top of each borehole. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

For safety purposes, all borings will be backfilled immediately after their completion and patched at surface (as each boring is located in the existing roadway). Excess auger cuttings would be disposed of on the site.

Laboratory Testing – Select samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and is anticipated to include visual classification, moisture content, Atterberg limits, and strength tests (calibrated penetrometer).

Engineering Analysis and Report – The results of our field and laboratory programs will be evaluated by a professional engineer licensed in the State of Ohio. Our submittal will include soldier pile and lagging wall drawings for the pier wall extension– using Warren County Engineer’s site topo as a base plan. As discussed, the retaining wall will be located on the creek-side of the existing walls. We understand that you have discussed this option with the ODNR and they are open to this option.

Proposal for Geotechnical Engineering Services

Socialville-Foster Road Retaining Wall ■ Deerfield Township, Warren County, OH
March 5, 2018 ■ Terracon Proposal No. PN1185074



Schedule – Upon authorization, we anticipate to perform utility clearance and drilling operations within about 14 business days. Our retaining wall construction plans will be provided within four weeks after completion of drilling activities to allow for laboratory testing, engineering evaluation, and drawing preparation. In situations where information is needed prior to submittal of our drawings, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

C. COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes approximately 40 lineal feet of drilling, rock coring, soil sampling, laboratory testing, drilled pier retaining wall design and design drawings, the quoted lump sum fee is \$7,800.

If necessary and upon your authorization, a private utility locator will be employed for an additional fee of \$600 to mark any private utilities at the site, though we do not feel this is necessary for this site.

We have broken down our fee as follows:

Drilling	\$2,200
Lab	\$600
Engineering	\$5,000
TOTAL	\$7,800

We propose that additional soil drilling footage would be billed at a rate of \$35 per foot for soil and \$55 for rock core, which includes drilling, sampling, computer logs, and engineering. However, we will contact you for authorization before deviating from the estimated scope of work.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization, as evidenced by your signature on the Supplement Agreement form.


The fees, hourly rates and other charges for the services furnished under this proposal agreement are derived from the customary hourly wages paid to our technical staff. These rates are not formulated to comply with any prevailing wage rates or union scale wages. In the unlikely event that it is later determined that prevailing wage/union scale rates are required under this agreement, then a retroactive equitable adjustment in the hourly fees will be made in the event that the current wage rates are less than the wages required to be paid under prevailing wage rates.

D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning one copy along with this proposal to the writer.

We appreciate the opportunity to meet with you and to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
Terracon Consultants, Inc.

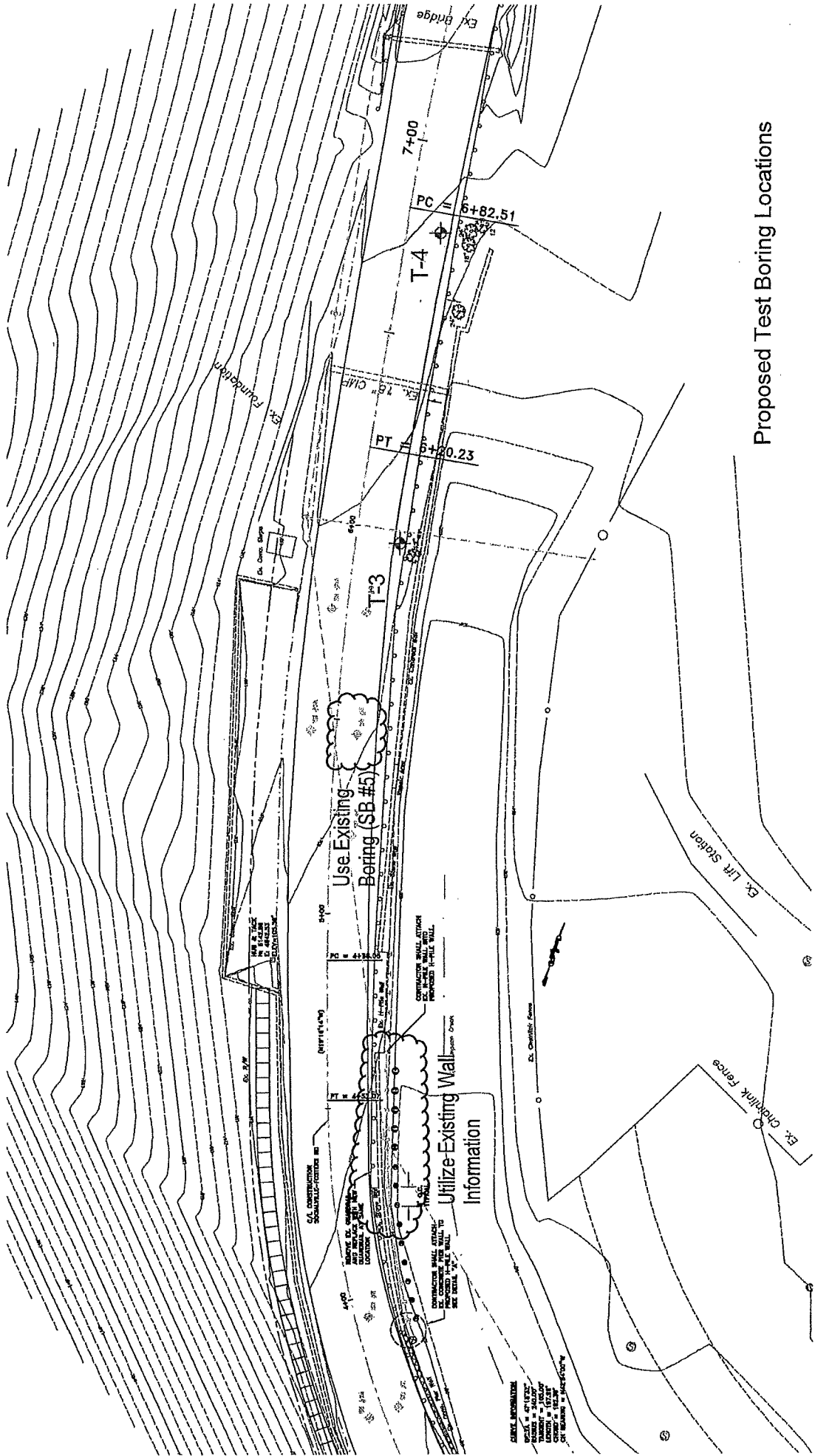


David W. Westendorf, P.E.
Senior Geotechnical Engineer



George C. Webb, P.E., LEED AP
Senior Principal

Attachments: Proposed Test Boring Location Plan
Agreement for Services



Proposed Test Boring Locations

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

Resolution

Number 18-0608

Adopted Date April 10, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 57, 60, 62, AND 63 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Reports 57, 60, 62, and 63; and


NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 57, 60, 62 and 63; as attached hereto and made a part hereof.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – TriTech Software Systems
Telecom (file)



Warren County Sales Order 6395 Task Completion Report 57

Effective Date: 03/07/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Standard EMD Integration

Document(s) Referenced: WarrenCo_CADMobile_RMSFBR_Jail_SOW v4

On 02/13/2018 Robert Vega, TriTech BA, worked with Paul at Warren County today on ProQA configuration. They have it all set up now to where they requested it. Paul confirmed with dispatchers and a dispatch supervisor also. TriTech configured it to send only the dispatch details in the shortest format possible. The questions will only come over as bullet points and no updates in paragraph.

TriTech also configured the *Medical problem code to go direct to EMD and the *Fire problem code to go direct to EFD and explained to Paul where to set that up.

Warren Co has been provided guidance and configuration to effectively manage ProQA. This line item and task are considered closed as part of this project.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

14MAY 8:32AM

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

[Handwritten Signature]

Date:

4/12/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

[Handwritten Signature]

Date: 03/07/2018



21MRR
21MRR

Warren County Sales Order 6395 Task Completion Report 60

Effective Date: 03/15/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Zerto kick off call

Resources: Dave Strum, Mike Dent, Travis Baird (eGroup), Jameson Gartner (TriTech), and Gary Estes and Dustin Flint (Warren Co)

eGroup provided an overview of the installation and configuration of the Zerto solution. eGroup answered questions from Warren Co and provided clarification. eGroup reviewed the knowledge transfer and failover.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name:

Signature:

Date: 4/10/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Date: 03/15/2018



Warren County Sales Order 6395 Task Completion Report 62

Effective Date: 03/23/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Delivery of ArcServe License keys

2 APR 10:37 AM

Client has received third party license keys for ArcServe. This covers the delivery only of the keys.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager

Print Name:

Tom Grossmann

Signature:

Date:

4/10/18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Date: 03/23/2018



Warren County Sales Order 6395 Task Completion Report 63

Effective Date: 03/27/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: Installation and Configuration of Zerto

- Install and configure Zerto Virtual Manager (ZVM) at the Warren County sites.
- Install Zerto Virtual Replication Appliances (VRAs) on up to 12 vSphere hosts
 - Set up Remote Site
 - Pair Sites to Enable Replication between the two
- Configure Virtual Protection Group up to 15 VMs
- Test Fail over of virtual protection groups (VPGs)
- Testing Completed
 - Ensuring all VPG's were sync'd
 - Completing a "Test Failover"
 - Completing a "LIVE failover" on the test VPG
- All tests were successful.
- eGroup documents were provided to client

4 APR 9:22AM

This work was completed as part of Change Order 3976 lines items related to Zerto to include installation, configuration and testing.

This task is considered completed and closed.

Upon receipt of this fully executed Document, TriTech will provide an invoice for the following Deliverables:

Description	Amount
Zerto replication license-15 VM	13,619.55
3 Year of premium M&S for base package (15 VM) including 24x7	8,171.70
Installation and Configure Zerto (eGroup)	5,720.00
Total	\$27,511.25

Payment terms from Change Order 3976 are 100% of Third Party service due at installation

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals		
Client Project Manager	Print Name: <u>Tom Grossmann</u>	
	Signature: <u>[Signature]</u>	Date: <u>4/10/18</u>
TriTech Project Manager	Print Name: <u>Jameson Gartner</u>	
	Signature: <u>[Signature]</u>	Date: <u>03/27/2018</u>

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

Resolution

Number 18-0609

Adopted Date April 10, 2018

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SOUTHWEST DISTRICT OF THE OHIO JOB AND FAMILY SERVICES TO PARTICIPATE IN A MULTI COUNTY SHARED SERVICES PROJECT ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

NOW THEREFORE BE IT RESOLVED, to approve and enter into a MOU with Southwest District of the Ohio Job and Family Services to participate in a multi county shared services project on behalf of Warren County Department of Human Services. Copy of MOU attached hereto and made a part hereof:

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Southwest District of Ohio Job and Family Services
Human Services (file)

County Shared Services Group 7 (Southwest)
Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the Adams, Brown, Champaign, Clark, Clermont, Clinton, Darke, Fayette, Greene, Highland, Madison, Miami, Pickaway, Preble, Shelby, and Warren County Departments of Job and Family Services, (collectively "Counties" or "Parties.")

Article I. Purpose

The purpose of this MOU is to document and define a multi-county project as it relates to the implementation of a County Shared Services virtual service center among participating county departments of job and family services under the supervision of the Ohio Department of Job and Family Services. The project shall be collectively known as the "County Shared Services (CSS) Group 7 Project".

Article II. Term

The term of this agreement is upon signature and will remain effective for an indefinite period. Any County may terminate by means of a 30-day written notice of intent to each of the other Counties followed by a 30-day processing period for disengaging the County from the Group. Termination from this agreement will disconnect the County from the Call Center technology.

Article III. Function of County Shared Services Initiative

This ongoing initiative is to standardize processes, streamline efficiency, and provide a common client experience. Efficiencies should be gained through standardization of work processes and utilization of Call Center technology across counties. Participation gains access to Call Center technology including: connection to the Enhanced Call Center platform including utilization of the single statewide Enterprise Human Services phone number (1-844-640-OHIO), virtual hold, audio signature, and skills-based routing.

Article IV. Governance

- A. The participating County Directors of Job and Family Services have a responsibility to implement the standard operating procedures decided upon for the County Shared Services Operating Model. Operational details shall be documented in the form of a County Shared Services Operating Manual. The Directors will provide decision making authority in matters involving the implementation and operation of the standard operating procedures.
- B. The consensus model of decision making shall be the standard approach for the standard operating procedures. However, in the absence of a consensus, each Director will have one vote. At such time that there is not unanimity on a decision, the majority will rule.
- C. Participating Directors and/or designated county staff shall establish regular meetings to assign, monitor, and evaluate the progress of project deliverables and timelines, including an annual review of the MOU.

Article V. Project Costs

In general, cost percentages for group services or equipment shall be apportioned according to county allocation methodology or as otherwise agreed according to Article IV. Each individual county shall be

responsible for its share of project related costs in accordance with county specific purchasing and procurement policies. For services or equipment benefitting individual counties, parties shall be responsible for their own costs.

The Directors may agree to take on other costs by voting, contingent upon the issue receiving a two-thirds majority of this group.

Article VI. Responsibility of Parties

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be responsible for their own negligence, action or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants. The Parties agree to be solely responsible for and shall hold harmless and release the other Parties from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants.

Article VII. Findings for Recovery

The Parties respectively certify that they do not have any outstanding finding for recovery pending or issued against them by the State of Ohio.

Article VIII. Notices

All notices which may be required by this MOU or by operation of any rule of law shall be hand delivered; sent via certified US Mail, return receipt requested; sent via a nationally recognized and reputable overnight courier, return receipt requested; sent via facsimile; or sent via ODJFS e-mail to the following individuals at the following addresses and shall be effective on the date received:

Adams County:

Angela Richmond, Director
Address: 482 Rice Drive, P.O. Box 386, West Union, OH 45693
Phone: (937) 544-2371
Fax: (937) 544-5406
E-mail: angela.richmond@jfs.ohio.gov

Brown County:

David Sharp, Director
Address: 775 Mt. Orab Pike, P.O. Box 169, Georgetown, OH 45121
Phone: (937) 378-6104
Fax: (937) 378-4753
E-mail: david.sharp@jfs.ohio.gov

Champaign County:

Susan Bailey-Evans, Director
Address: 1512 South US Highway 68, Suite N100, Urbana, OH 43078
Phone: (937) 484-1500
Fax: (937) 484-1506
E-mail: susan.bailey-evans@jfs.ohio.gov

Clark County:

Virginia Martycz, Director
Address: 1345 Lagonda Avenue, Springfield, OH 45503
Phone: (937) 327-1700
Fax: (937) 521-3681
E-mail: virginia.martycz@jfs.ohio.gov

Clermont County:

Judy Eschmann, Director
Address: 2400 Clermont Center Drive, Batavia, OH 45103
Phone: (513) 732-7111
Fax: (513) 732-8030
E-mail: judy.eschmann@jfs.ohio.gov

Clinton County:

Kathi Spirk, Director
Address: 1025 South South Street, Wilmington, OH 45177
Phone: (937) 382-0963
Fax: (937) 382-7039
E-mail: kathi.spirk@jfs.ohio.gov

Darke County:

Gracie Overholser, Director
Address: 631 Wagner Avenue, Greenville, OH 45331
Phone: (937) 548-4132
Fax: (937) 548-8723
E-mail: gracie.overholser@jfs.ohio.gov

Fayette County:

Faye Williamson, Director
Address: 133 South Main Street, Washington Court House, OH 43160
Phone: (740) 335-0350
Fax: (740) 333-3581
E-mail: faye.williamson@jfs.ohio.gov

Greene County:

Beth Rubin, Director
Address: 541 Ledbetter Road, Xenia, OH 45385
Phone: (937) 562-6000
Fax: (937) 562-6177
E-mail: beth.rubin@jfs.ohio.gov

Highland County:

Katie Adams, Director
Address: 1575 North High Street, Suite 100, Hillsboro, OH 45133
Phone: (937) 393-4278
Fax: (937) 393-4461
E-mail: katie.e.adams@jfs.ohio.gov

Madison County:

Steve Kaifas, Director

Address: 200 Midway Street, London, OH 43140
Phone: (740) 852-4770
Fax: (740) 852-4756
E-mail: steve.kaifas@jfs.ohio.gov

Miami County:

Teresa Brubaker, Director
Address: 2040 North County Road 25-A, Troy, OH 45373
Phone: (937) 440-3471
Fax: (937) 335-2225
E-mail: teresa.brubaker@jfs.ohio.gov

Pickaway County:

Joy Ewing, Director
Address: 110 Island Road, P.O. Box 610, Circleville, OH 43113
Phone: (740) 474-7588
Fax: (740) 474-9333
E-mail: joy.ewing@jfs.ohio.gov

Preble County:

Rebecah Sorrell, Director
Address: 1500 Park Avenue, Eaton, OH 45320
Phone: (937) 456-6205
Fax: (937) 456-5591
E-mail: rebecah.sorrell@jfs.ohio.gov

Shelby County:

Tom Bey, Director
Address: 227 South Ohio Avenue, Sidney, OH 45365
Phone: (937) 498-4981
Fax: (937) 498-7396
E-mail: tom.bey@jfs.ohio.gov

Warren County:

Lauren Cavanaugh, Director
Address: 416 South East Street, Lebanon, OH 45036
Phone: (513) 695-1420
Fax: (513) 695-2940
E-mail: lauren.cavanaugh@jfs.ohio.gov

Article IX. Governing Law

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Ohio.

Article X. Severability

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

Article XI. Entire Agreement

This MOU shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the signing Parties.

In the event of a disputed issue that is not specifically addressed in the MOU, the Parties hereby agree to make every reasonable effort to resolve any disputes in keeping with the objective of the County Shared Services project and budgetary and statutory constraints.

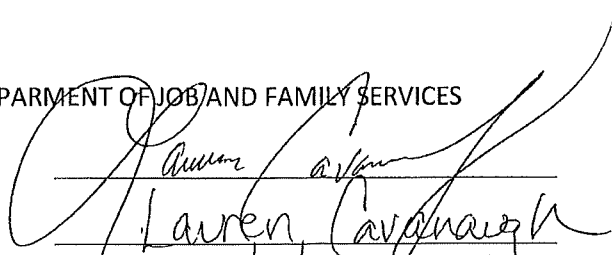
County Shared Services Group 7 (Southwest)
Memorandum of Understanding
SIGNATURE PAGE

COUNTY

COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Signature:

Printed Name:

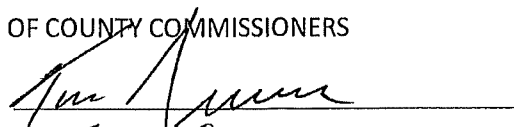


Lauren Cavanaugh
4/3/2018

COUNTY BOARD OF COUNTY COMMISSIONERS

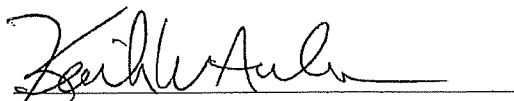
Signature:

Printed Name:



Tom Grossmann

Approved as to Form:



County Prosecuting Attorney

Resolution

Number 18-0610

Adopted Date April 10, 2018

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY BOARD OF COMMISSIONERS AND PUBLIC CHILDREN SERVICES ASSOCIATION OF OHIO (PCSAO) ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (COUNTY PCSAO)

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

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 10th day of April 2018.

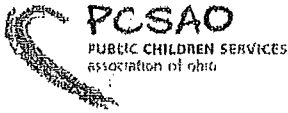
BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Public Children Services Association of Ohio
Children Services (file)



37 West Broad Street, Suite 1100
Columbus, OH 43215
Ph: 614-224-5802 • Fx: 614-228-5150
www.pcsao.org

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into as of February 1, 2018 (Effective Date), by and between Public Children Services Association of Ohio, a nonprofit corporation organized under the laws of the State of Ohio (“PCSAO”), and the Warren County Children Services, a governmental entity organized under the laws of Ohio (“County PCSA”). PCSAO and County PCSA are sometimes referred to individually as a Party and collectively as the Parties.

PCSAO is a membership-driven association of Ohio’s county Public Children Services Agencies that advocates for and supports child protection program excellence and sound public policy for safe children, stable families, and supportive communities in Ohio.

In furtherance of Parties’ respective missions, the Parties wish to work together and collaborate with each other to plan and implement the Ohio START (Sobriety, Treatment, and Reducing Trauma) program which is an intervention program that will provide specialized victim services to children who have suffered victimization due to parental drug use. Specifically, the Parties will work together to implement Ohio START in partnership with the Ohio START Steering Committee consisting of representatives from PCSAO, the Ohio Attorney General’s Office, representative PCSAs, Casey Family Programs, Ohio Department of Job and Family Services, Ohio Department of Mental Health and Addiction Services, The Institute for Human Services, The Ohio State University College of Social Work, and the Ohio University Voinovich Center.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. **Collaboration.** During the Term of this Agreement, the Parties shall work together to design and implement the Ohio START program as set forth in the program’s Timeline to this Agreement attached hereto as Exhibit A. This Agreement may be amended from time-to-time to include additional Timelines that shall be signed by the Parties.

2. **Oversight and Evaluation.**

2.1. **Collaboration Oversight.** The Parties shall meet regularly throughout the term of the Agreement to provide their expertise and input into the Collaboration, including the development, implementation and evaluation of Ohio START.

2.2. **Operations.** In consultation with PCSAO, County PCSA shall be responsible for managing the day-to-day operations of the Ohio START program. PCSAO shall be responsible for regional and statewide coordination of trainings, meetings, technical assistance, and consultation. Training and technical assistance has been procured through the Institute for Human Services (IHS) under a contract with the Ohio Department of Mental Health and Addiction Services.

2.3. Evaluation and Data. The Parties shall regularly evaluate Ohio START for compliance and progress towards anticipated measurable outcomes as set forth in the program's Evaluation Plan to this Agreement attached hereto as Exhibit B. County PCSA will provide and otherwise facilitate reasonable access to data with the evaluation of Ohio START.

3. County PCSA Responsibilities. To participate in Ohio START, the County PCSA agrees to meet the program's implementation requirements, roles and responsibilities as set forth in the program's PCSA Implementation Requirements, Roles and Responsibilities attached hereto as Exhibit C. The County PCSA also agrees to adhere as best it can to the guidelines set forth in the program's Activities, Timeframes and Minimum Work Guidelines attached hereto as Exhibit H.

3.1. Leadership and Support. In addition to ongoing local management of Ohio START; provided by a lead identified by County PCSA, PCSA leadership shall work with PCSAO to support, implement and evaluate Ohio START program.

3.2. Implementation. County PCSA is responsible for implementing Ohio START by working directly with the victims, abused and neglected children and their families. The County PCSA responsibilities include, but are not limited to: establish a screening and assessment process to identify children and their families to participate in Ohio START; create strategic partnerships with other county agencies, including juvenile and family drug courts, Alcohol, Drug and Mental Health Boards, and behavioral health providers; execute a MOU with behavioral health providers and juvenile/family court to implement Ohio START, and establish collaboration between the PCSA, behavioral health provider, and the juvenile/family court; ensure family peer mentors are recruited, employed, and trained to provide services to Ohio START families; ensure staff have received training on the screening/ assessment tools that will be used during the referral process; establish teams and participate in cross-training on the START model; local county teams will develop local protocols for referring, accessing treatment in a timely manner, intensive case management, team meetings, and case closure; participate in project meetings; collect required data for PCSAO and evaluation team; provide timely and complete program and fiscal reports; identify key staff responsible for ensuring success of the program; and ensure fidelity to the Ohio START model by having all PCSA staff, behavioral health providers, family peer mentors, and juvenile/family court personnel trained.

3.3. Shared Learning Opportunities. As appropriate, County PCSA may invite PCSAO and Ohio START Steering Committee to participate in joint learning sessions, convenings, trainings, and other meetings held or sponsored by County PCSA to inform strategies that support the implementation of Ohio START.

3.4. Fiscal Responsibility. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the County PCSA Ohio START's Program Budget to this Agreement attached hereto as Exhibit D. County PCSA as the sub-grantee must submit the Ohio START Program Budget to PCSAO. The County PCSA is responsible for tracking Ohio START expenditures including federal and non-federal match and for adhering to the requirements in Sections 5. and 6. of this Agreement. County PCSA acknowledges that any misuse of federal funds or miscalculation of non-federal funds is solely the responsibility of the County PCSA and that the County PCSA shall be solely responsible for

all liability for such misuse and/or miscalculation and shall be responsible for returning such misuse of funds and any other penalties associated with the misuse. The County PCSA expressly agrees that any miscalculations and/or misuse of funds under this section shall also constitute negligence of the County PCSA ~~it will indemnify, defend and hold harmless PCSAO for any miscalculation and/or misuse of funds pursuant to Section 15.2 of this Agreement.~~

3.5. Data Sharing and Evaluation. County PCSA will work with the Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs that will continuously evaluate Ohio START to assess the level of readiness of each county to implement Ohio START; to identify how the interventions were implemented in each county and the degree to which benchmarks were met over the course of the intervention period in order to assess where Ohio START increased access to service for populations receiving these intervention activities; to determine how parenting behaviors have changed for parents with substance abuse problems; and to evaluate the effectiveness of the Ohio START in reducing child maltreatment among families with substance abuse problems. The universities will share with PCSAO and County PCSA outcome data and collaboratively measure the impact of shared work. PCSAO and the Ohio START Steering Committee will provide assistance to County PCSAs to build its capacity to collect, analyze and report Ohio START data. County PCSAO agrees to administer any tools developed by the universities for evaluation purposes.

3.6. Decision Making Responsibility. County PCSA acknowledges and affirms that it retains sole control and responsibility for all decisions, recommendations and endorsements it makes. PCSAO and its contractors make recommendations only and do not promise or guarantee any specific result. PCSAO shall not have any liability, monetary or otherwise, to County PCSA, local Ohio START partners, or any other person or entity for any actions or results that occur related to recommendations to County PCSA by PCSAO or its sub-grantees.

4. PCSAO Responsibilities.

4.1. Staffing. In addition to ongoing consultation, fiscal management and collaborative support for the Ohio START program, provided by a lead(s) identified by PCSAO, PCSAO staff shall work with County PCSA to support, implement and evaluate Ohio START.

4.2. Funding. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in the County PCSA's Program Budget (Exhibit D), PCSAO shall provide funds (Victim of Crime Act Funds, VOCA) to County PCSA to defray costs associated with the Ohio START program. County PCSA is responsible for all costs of the Ohio START program not covered by PCSAO VOCA Funds.

4.3. Technical Assistance. PCSAO shall provide or procure technical assistance to support the Ohio START program. PCSAO may provide or assist in the coordination of securing training and share identified best practices, resource materials and tools with County PCSA. Available training and technical assistance has been procured through the Institute for Human Services under a contract with the Ohio Department of Mental Health and Addiction Services. PCSAO will work closely with I.H.S to ensure PCSAs are able to access training and technical assistance on an as needed or required basis.

5. Reports and Payments.

5.1. Reports. Throughout the Term of this Agreement, County PCSA will prepare and submit monthly program and financial reports to PCSAO no later than the 10th of each month on the status of Ohio START program attached hereto as Exhibit E. If the 10th falls on Saturday, the report will be due on Friday, the 9th. If the 10th falls on Sunday, the report will be due on Monday, the 11th. The monthly program and financial reports include the Outcome Measurement Survey (OCM, Exhibit E1), the Performance Measurement Tool (PMT, Exhibit E2) and the Monthly Financial Report (Exhibit E3). The three reports (Exhibits E1, E2, and E3) shall be submitted by the County PCSA to PCSAO through electronic mail to Fawn Gadel at Fawn@pcsao.org with subject line "County PCSA Monthly Report". Failure to submit reports on time will delay funding reimbursement and may lead to early termination of this Agreement.

5.2. Payments. PCSAO shall reimburse County PCSA within thirty (30) days after PCSAO's receipt of the required reports and any additional information requested by PCSAO. A delay in reimbursement may occur if the Ohio Attorney General's Office (VOCA recipient) is unable to reimburse PCSAO (sub-recipient) in a timely manner or if the County PCSA is not in compliance with any of its obligations under this Agreement and/or under the Ohio START program. PCSAO will notify County PCSA if such a delay may occur.

6. Use of Funds.

6.1. Compliance with Agreement. Ohio START Funds shall be used solely in accordance with the terms and conditions of, and the purposes set forth in this Agreement. Ohio START Funds may not be expended for any other purpose without PCSAO's prior written approval. The County PCSA, as a VOCA sub-grantee, shall be subject to same terms and conditions as PCSAO.

6.2. Compliance with Law. Ohio START Funds shall be used exclusively for such exempt purposes as are described in Section 501(c)(3) of the Internal Revenue Code (the Code). County PCSA shall not engage in any activity in furtherance of the Ohio START program that jeopardizes PCSAO's tax status as a private operating corporation. No Ohio START Funds shall be used: (a) to carry on propaganda, to attempt to influence legislation; (b) to participate in any political campaign on behalf of or in opposition of any candidate for public office; or (c) to make grants to individuals on a non-objective basis.

6.3. No Earmarked Funds. County PCSA acknowledges that PCSAO has not earmarked any Ohio START Funds for any organization or individual other than the County PCSA, that County PCSA is solely responsible for the selection of any other organization to whom a portion of the Ohio START Funds shall be disbursed, and that County PCSA is solely responsible for the reporting and accounting of any and all Ohio START Funds disbursed to any other organization in accordance with the terms of this Agreement.

6.4. Use of Funds. During the Term of this Agreement, the County PCSA shall use the Ohio START Funds as set forth in this Agreement and meet the Financial Policies and Procedures for VOCA Funds to this Agreement attached hereto as Exhibit F. County PCSA must

submit the Program Budget (Exhibit D) to PCSAO no later than 30 days after this Agreement is signed indicating how Ohio START funds will be expended and the allowable non-federal match. The County PCSA must submit a Monthly Financial Report (Exhibit E3) by the 10th of each month indicating the portion of federal Ohio START Funds expended for the previous month and the portion of non-federal funds used to match said federal Funds. The County PCSA agrees to adhere to the Financial Policies and Procedures and ensure that the Funds are used only for allowable expenses. The County PCSA Ohio START Funds non-federal match are expected to be in-kind expenses or cash match. The County PCSA understands by accepting these Funds, PCSAO will not be deemed liable for any false claims, inaccurate reporting, or lack of reporting.

6.5. Eligibility of Funds. PCSAO agrees to serve as the sub-recipient of the Ohio START Funds and thus agrees to the special conditions associated with the VOCA funds and requirements set forth by the Ohio Attorney General's Office. The County PCSAs are deemed sub-grantees of the Ohio START Funds and thus agree to meet the general program provisions prepared by the Office of Victims of Crime and the Ohio Attorney General's Office found on pages 2-4 of the Ohio Attorney General's VOCA Guidelines and Eligibility document attached hereto as Exhibit G.

6.6. Return of Funds. The Ohio START Funds are allocated on a reimbursement basis, and therefore, the County PCSA will not be responsible for returning any unspent funds. It is the expectation of PCSAO that the County PCSA will plan and use the portion budgeted over the term of this Agreement.

7. Records, Review and Audit. County PCSA must identify Ohio START Funds on its books for ease of reference and verification. County PCSA shall keep records of all receipts, timesheets, and other expenditures arising under this Agreement, as well as copies of reports submitted to PCSAO, for at least six (6) years following completion of the Term. Upon written request and reasonable notice by PCSAO, County PCSA will permit PCSAO, its agents or representatives to visit County PCSA's premises, or submit to PCSAO's offices the request of materials, to review PCSA's activities hereunder and conduct, at PCSAO's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of PCSAO Ohio START Funds.

8. Lobbying Prohibition. In addition to the restrictions regarding the use of Ohio START Funds, no project, initiative, event or other work product created in connection with this Agreement, and no discussion or communication regarding the same, may (a) address itself to the merits of any specific legislation or legislative proposal, or (b) directly encourage recipients to take action with respect to any legislation.

9. Term and Termination.

9.1. Term. This Agreement shall commence upon the Effective Date and shall continue until September 30, 2018 (Term), unless sooner terminated under Section 9.2 of this Agreement or modified/amended pursuant to a written agreement of the Parties as specified in Section 16.8 of this Agreement.

9.2. Termination. Notwithstanding the Term, either Party may terminate its participation in the Ohio START program and this Agreement at any time during the Term by

giving thirty (30) business days' advanced written notice to the other Party. Immediately upon receiving a notice of termination from either Party, the Parties shall use their best efforts to prevent further costs or expenses from being incurred under this Agreement, and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, PCSAO shall reimburse County PCSA for all necessary and reasonable costs and expenses actually incurred prior to termination.

10. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to the delivery of services to facilitate the Ohio START program, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the adult or minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

11. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

12. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief in any Ohio START activity.

13. Intellectual Property

13.1. Previously or Independently Created Works. The Parties acknowledge that to the extent either Party has created written or otherwise documented work product prior to this Agreement (Works) and contributes Works for use in the Ohio START program that are subject to intellectual property rights, including copyrights, trademarks, and moral rights (IP Rights), that Party shall hold and retain its IP Rights to those Works, subject to a nonexclusive, perpetual, royalty-free, worldwide and irrevocable license, which is hereby granted, to the other Party to use those Works solely for purposes consistent with and subject to the provisions of this Agreement, including the right to sublicense to third-parties for non-commercial purposes.

13.2. Program Materials. In furtherance of the Ohio START program, the Parties may produce materials, including but not limited to research instruments, published reports, or papers (Program Materials). The Parties shall jointly hold IP Rights to Program Materials. Each Party shall have the right to use Program Materials for non-commercial purposes without the consent of or any obligation to pay or account to the other Party.

14. Communication Standards. Prior to publication or other dissemination, PCSAO and County PCSA shall review and approve Program Materials.

14.1. Acknowledgement. County PCSA shall include a statement acknowledging PCSAO and VOCA as collaborators (Acknowledgement) on all Program Materials, published in any form and/or in any medium (e.g. reports and papers, flyers, programs, promotional materials, media references, websites). Acknowledgement of PCSAO and VOCA shall prominently appear on Program Materials, wherever other such acknowledgements and credits are provided, in a form substantially similar to the following:

"This [publication/report/project/event] was made possible in collaboration with PCSAO, whose mission is to advocate for safe children, stable families, and supportive communities." And

"This publication was supported by grant number 2018-VOCA-111256378 awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice through the Ohio Attorney General's Office."

14.2. Disclaimer. As requested by PCSAO, County PCSA shall include a disclaimer in a form substantially similar to the following:

"The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of the PCSAO."

14.3. Use of Ohio START Logo. County PCSA shall include the Ohio START's logo in its written materials, publications, and productions. The County PCSA does not need to request permission from PCSAO to use the Ohio START logo on such materials as long as the content relates to the program.

15. Insurance and Indemnification.

15.1. Insurance. Each Party warrants that it carries the following insurance or has the equivalent of the following insurance requirements: (a) commercial general and, if applicable, professional liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, (b) automobile liability of \$1,000,000 per occurrence, and (c) property coverage in an amount necessary to cover the replacement cost of such Party's property to be used in support of the Ohio START program. Upon request, each Party shall provide the other with certificates of insurance.

15.2. ~~Indemnification~~ Negligence of Parties. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other. Each Party will defend, hold harmless, and indemnify the other Party (Indemnified Party) and its directors, officers, employees, agents and representatives from and against all third party claims, actions, demands, proceedings, damages, costs and liabilities of any kind (collectively, Claims) to the extent that the Claims arise out of or relate to the negligence, acts or omissions of the indemnifying Party or the duties and obligations of the indemnifying Party as set forth in this Agreement.

16. General.

16.1. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Ohio without reference to its conflicts of law principles.

~~16.2. **Dispute Resolution.** In the event of a breach of this Agreement or a dispute between the Parties that arises from or relates to this Agreement, the Parties shall first attempt to reach a resolution between them. If the Parties are unable to resolve the dispute between them, the dispute shall be referred to a mutually agreeable arbitrator or arbitration service within twenty (20) days of a written request for arbitration submitted by either Party, unless mutually extended by the Parties. Should the Parties be unable to agree upon an arbitrator, arbitration shall be referred through the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding as to the issue presented. In lieu of proceeding directly to arbitration, upon the mutual consent of the Parties, the Parties may refer the matter to non-binding mediation through a mutually selected mediator. The Parties will share the costs of mediation and arbitration equally. Nothing in this provision shall prohibit, or operate as a limit on, the right of either Party to terminate this Agreement as specified in Sections 9.1 and 9.2 of this Agreement.~~

~~16.3. **16.2. Separate Entities.** By entering into this Agreement, the Parties do not intend to create a Joint-Employer relationship. This Agreement shall not create the relationship of employer and employee, a partnership, agency, joint venture or other relationship between any or all of the Parties. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, unemployment compensation, workers compensation, work schedules, and work conditions of its employees, representatives, agents, and subcontractors and shall indemnify, defend and hold the other Parties harmless from any claim or loss relating to the same.~~

~~16.4. **16.3. Notices.** All notices or other communications shall be in writing and delivered to the address indicated on this Agreement. Such address may be changed by written notice to the other Party.~~

~~16.5. **16.4. Subcontracting.** The County PCSA shall not delegate the performance of its obligations under this Agreement (Subcontract) to any other person or entity without prior written approval from PCSAO.~~

~~16.6. **16.5. Assignment.** Neither Party shall assign this Agreement or its interest therein without the other Party's prior written consent. Any purported assignment in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the Parties and their successors and permitted assignees.~~

~~16.7. **16.6. No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to nor shall be construed to confer upon any person or entity, any remedy or claim under or by reason of this Agreement as third-party beneficiaries or otherwise. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties to this Agreement.~~

~~16.8. **16.7. Entire Agreement/Modification.** This document, including all attachments, contains the entire agreement of the Parties regarding the subject matter described~~

in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements are merged into and superseded by this Agreement. This Agreement may only be modified by a written agreement of the Parties signed by an authorized representative of each Party.

~~16.9,16.8.~~ **No Interpretation against Drafter.** The terms and conditions of this Agreement were negotiated by the Parties and any rule that inconsistencies or ambiguities are to be construed against the drafter shall not apply.

~~16.10,16.9.~~ **Waiver.** The failure by any Party to insist upon strict performance by a party of any provision of this Agreement shall not operate or be construed as a subsequent waiver of that or any other provision by the other Party or parties.

~~16.11,16.10.~~ **Severability.** If any term, provision, clause or item of this Agreement is declared to be invalid or unenforceable by any court or administrative body of competent jurisdiction, the term, provision, clause or item should be reformed (if possible, or severed if not) to give maximum effect to the intentions of the Parties, and the remaining portions of the Agreement shall be enforced to give effect to the Parties' intentions to the maximum extent possible.

~~16.12,16.11.~~ **Survival.** The conditions, obligations and warranties contained in this Agreement that by their nature or that the Parties intend to survive the completion of the performance of the Agreement, shall survive the expiration or termination of the Agreement.

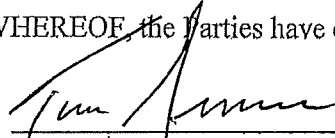
~~16.13,16.12.~~ **Counterparts.** For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

THE REST OF THIS AGREEMENT WAS INTENTIONALLY LEFT BLANK.

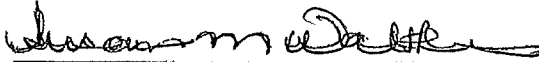
Ohio START, Memorandum of Understanding
Effective February 1, 2018 – September 30, 2018

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

Signatures:


Warren County Commissioner

4/10/18
Date:



Susan M. Walther, Director
Warren County Children Services
416 S. East St.
Lebanon, Ohio 45036

APPROVED TO FORM



K. [Name]
Asst. [Title] Attorney

1-24-18

(DATE)



Angela Sausser, Executive Director
Public Children Services Association of Ohio
37 W. Broad Street, Suite 1100
Columbus, OH 43215
Employer ID Number: 31-0996612

1-31-18

(DATE)

RECEIVED
MAR 16 2018
W.C.C.S.

Resolution

Number 18-0611

Adopted Date April 10, 2018

APPROVE COUNTY MOTOR VEHICLE TAX (CVT-363) FOR THE CITY OF SPRINGBORO IN THE AMOUNT OF \$200,000.00

BE IT RESOLVED, to approve the following County Motor Vehicle Tax (CVT-363) for the City of Springboro.


<u>Project No.</u>	<u>Description</u>	<u>Total Cost</u>	<u>CVT Funds</u>	<u>Other Funds</u>
CVT - 363	2018 Street Resurfacing & concrete work	\$200,000.00		

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
City of Springboro

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0612

Adopted Date April 10, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #04/05/2018 #001, #04/05/2018 #002, and #04/05/2018 #003; said batches are attached hereto and made a part hereof.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-0613

Adopted Date April 10, 2018

ACKNOWLEDGE RECEIPT OF MARCH 2018 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the March 2018, County Financial Statement for Funds #101 through #650; as attached hereto and made a part hereof.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file) 
E. Hartmann

TRF#	NAME	PREVIOUS BAL.	RECEIPTS	REC. ADJ.	EXPENDITURES	EXP. ADJ.	ADVANCES TO/FR	CURRENT BAL.	WARRANTS OUT	TREASURER'S BAL.
278	JUVENILE COURT CLERK COMPUTER	78,432.20	4,402.00	.00	2,725.87	.00	.00	77,208.33	.00	77,208.33
279	JUVENILE COURT COMPUTER SRC #1	28,514.04	421.00	.00	.00	.00	.00	28,093.04	.00	28,093.04
280	CORRUS PLEAS COURT COMPUTER DC	11,420.49	1,224.00	.00	3,295.49	.00	.00	9,357.01	.00	9,357.01
281	DOMESTIC REL COURT COMPUTER DR	11,490.00	159.00	.00	585.16	.00	.00	11,043.92	.00	11,043.92
282	CLERK OF COURTS COMPUTER 2305.	502,504.79	4,425.00	.00	.00	.00	.00	507,929.79	.00	507,929.79
283	COUNTY COURT SPECIAL PROJECTS	1,109,144.64	24,063.94	.00	6,384.39	.00	.00	1,209,324.21	1,027.89	1,211,151.90
284	CONSULTING INTERVENTION PROGRAM	300,817.84	10,975.00	300.00	2,517.12	.00	.00	309,325.72	.00	309,325.72
285	CANCELED HANDBOOK LICENSE	485,530.76	27,068.00	.00	3,402.74	.00	.00	479,995.02	.00	479,995.02
286	SHERIFF-DRUG LAW ENFORCEMENT	41,580.55	50.00	.00	100.00	.00	.00	41,530.55	104.47	41,635.02
287	SHERIFF-LAW ENFORCEMENT TRUST	109,768.52	.00	.00	.00	.00	.00	109,768.52	.00	109,768.52
288	COMM-BASED CORRECTIONS OPERATED	3,087.49	.00	.00	.00	.00	.00	3,087.49	.00	3,087.49
289	COMMUNITY BASED CORRECTIONS	643,430.61	.00	.00	184,550.10	.00	.00	708,389.40	13,457.91	722,747.32
290	SAC HOT LINES MAIL SPEC FUND	1.12	.00	.00	.00	.00	.00	1.12	.00	1.12
291	SHERIFF-P.A.S.C. PROGRAM	.00	.00	.00	.00	.00	.00	.00	.00	.00
292	TRAFFIC PATROL PROGRAM-SHERIFF	34,010.25	.00	.00	.00	.00	.00	34,010.25	.00	34,010.25
293	SHERIFF GRANTS	7,337.00	10,420.00	.00	.00	.00	.00	18,157.00	.00	18,157.00
294	SHERIFF DARE LAW ENFORCEMENT &	110,994.58	19,135.75	.00	.00	.00	.00	130,130.33	.00	130,130.33
295	TACTICAL RESPONSE UNIT	4,086.10	56.00	.00	.00	.00	.00	4,142.10	.00	4,142.10
296	COMM REPAIR-DEPARTMENT HOST-CE	40,574.00	83.72	.00	.00	.00	.00	40,657.72	.00	40,657.72
297	ENFORCEMENT & PROSECUTORIALITY	92,268.34	173.00	.00	.00	.00	.00	92,441.34	.00	92,441.34
298	REPAIR, INC. FUNDS	82,461.74	.00	.00	.00	.00	.00	82,461.74	.00	82,461.74
299	COUNTY TRUSTEY	1,933,425.07	19,279.12	191,000.00	148,829.10	.00	.00	1,933,625.09	64,300.25	1,933,425.07
300	FUND RETIREMENT SPECIAL ASSET	573,459.45	.00	.00	.00	.00	.00	573,459.45	.00	573,459.45
301	STATE BOND LOAN	.00	112,710.70	.00	.00	.00	.00	112,710.70	.00	112,710.70
302	2002 BOND SYSTEM BONDS	703,591.24	.00	.00	.00	.00	.00	703,591.24	.00	703,591.24
303	TAX ENFORCEMENT FERRARINI - P&E	2,216,049.70	.00	.00	.00	.00	.00	2,216,049.70	.00	2,216,049.70
304	STATE REC BOND SECURE BY CUMMEL	2,563,161.45	.00	.00	.00	.00	.00	2,563,161.45	.00	2,563,161.45
305	COUNTY WIDE FINANCIAL SOFTWARE	563,425.57	.00	.00	13,300.35	.00	.00	563,425.57	.00	563,425.57
306	DEFAULTED SUBDIVISION SPEC NEW	399,150.40	.00	.00	.00	.00	.00	399,150.40	.00	399,150.40
307	STRAUT RD BRIDGE 207-6.02	45,530.00	.00	.00	.00	.00	.00	45,530.00	.00	45,530.00
308	WING AVE BRIDGE PROJECT	250,000.00	.00	.00	17,274.85	.00	.00	232,725.15	27,274.85	250,000.00
309	VARIOUS WATER ASSESSMENT FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
310	MADRIDUS SENEZ ASSESSMENT FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
311	ESTATES OF HERMAN GREEN ROAD P	21,442.00	.00	.00	3,750.00	375,000.00	.00	17,692.00	4,575.00	21,442.00
312	DEP 102 & 104 LINE 00 COURSE	22,749.76	.00	.00	22,397.02	.00	.00	22,749.76	.00	22,749.76
313	FIELDS-ENTEL ROAD IMPROV PND	7,265.01	.00	.00	.00	.00	.00	7,265.01	.00	7,265.01
314	PHASE II ROAD RECONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
315	FIELDS-ENTEL AND COLMANIA ROAD	198,467.57	.00	.00	.00	.00	.00	198,467.57	.00	198,467.57
316	COUNTY COURT PROJECTS	4,043,304.30	.00	.00	55,360.64	.00	.00	4,037,943.66	10,123.98	4,048,067.64
317	ALPHEUS CONSTRUCTION	1,224,009.31	.00	.00	919.69	.00	.00	1,224,009.31	.00	1,224,009.31
318	W&TIF ROAD CONSTRUCTION	.00	.00	.00	.00	.00	.00	.00	.00	.00
319	MIAMI VALLEY BRIDGE TIF	858,731.51	.00	.00	.00	.00	.00	858,731.51	.00	858,731.51
320	COMMUNICATION PROJECTS	4,032,962.67	.00	.00	78,493.49	.00	.00	3,954,469.18	78,993.66	4,032,962.67
321	REDEVELOPMENT TAX INCENTIVE F	272,968.10	.00	.00	3,225.00	.00	.00	272,403.10	1,500.00	272,968.10
322	GENEX BUILDING	1,435,271.15	.00	.00	54,304.63	.00	.00	1,409,376.52	31,598.99	1,435,271.15
323	JAIL CONSTRUCTION SALES TAX	167,736.31	259.64	22,736.02	225.64	.00	145,000.00	167,736.31	.00	167,736.31
324	JUVENILE DETENTION ADDITION &	241,552.50	.00	.00	.00	.00	.00	241,552.50	.00	241,552.50
325	JAIL CONSTRUCTION & REPAIR	4,839,440.31	.00	.00	5,000.00	.00	145,000.00	4,689,440.31	.00	4,839,440.31
326	COUNTY FAIRBANKS CONSTRUCTION	902,120.04	.00	.00	54,305.02	.00	.00	847,815.02	32,498.75	902,120.04
327	JUVENILE APPLICATE COURT EXPENSE	3,472,993.42	.00	.00	.00	.00	.00	3,472,993.42	.00	3,472,993.42
328	WATER REVENUE	24,766,810.42	1,222,541.00	1,151,250.00	646,150.15	.00	.00	24,492,711.27	398,100.16	24,766,810.42
329	LOWER LEVEL MIAMI MASTERPLAN	.00	.00	.00	.00	.00	.00	.00	.00	.00
330	SEWER DRYST PROJECTS CREW/REPAIR	585,077.59	.00	.00	189,092.13	.00	.00	395,985.46	59,498.10	585,077.59
331	SEWER REVENUE	20,326,390.29	765,004.92	120,500.00	617,934.07	.00	.00	20,875,664.32	250,735.97	20,326,390.29

LINE	NAME	PREVIOUS BAL.	RECEIPTS	SEC. ADJ.	EXPENDITURES	EXP. ADJ.	AMOUNTS DUE	CURRENT BAL.	DEFERRED BAL.	UNLQUIDATED BAL.
581	SEWER IMPROV-UNIMPROV CO UNDEVELOP	101,977.99	5,574.99	.00	.00	.00	.00	148,552.98	.00	148,552.98
585	WATER CONSV PROJECTS REVENUES	561,231.49	.00	.00	4,783.19	.00	.00	496,348.25	.00	496,348.25
590	STORM WATER TIER 1	58,431.74	.00	.00	18,072.32	.00	.00	40,409.42	151.52	40,560.94
619	VEHICLE MAINTENANCE ROTARY	364,024.99	40,594.99	.00	68,804.47	109,066.00	.00	341,028.41	14,545.17	355,573.58
630	SHERIFF'S POLICING REVENUE FUND	901,515.04	1,468,045.17	.00	310,052.75	.00	.00	1,468,207.42	.00	1,468,207.42
631	COMMUNICATIONS ROTARY	207,027.79	10,771.57	.00	3,492.17	.00	.00	217,907.15	365.83	217,674.96
632	HEALTH INSURANCE	4,432,674.03	330,352.02	9,720,000.00	673,061.89	.00	.00	4,126,915.14	1,007.37	4,127,922.51
635	WCBFB - SELF INSURANCE	.00	.00	.00	.00	.00	.00	.00	.00	.00
636	WORKERS COMP SELF INSURANCE	1,617,442.01	1,005.70	.00	38,564.89	.00	.00	1,589,082.90	13,989.35	1,593,460.25
637	PROPERTY & CASUALTY INSURANCE	981,397.49	31,955.57	.00	.00	.00	.00	1,013,233.90	.00	1,013,233.90
650	SABALINE ROTARY	220,869.98	50,169.68	.00	44,498.55	.00	.00	227,049.00	.00	227,049.00
707	F.L.C.R.S. ROTARY	2,721.15	717,926.53	.00	717,929.70	.00	.00	2,727.14	356,879.55	359,606.69
709	TECHNICAL FUND	4,459.39	1,413,429.40	.00	1,413,429.39	.00	.00	.00	.00	.00
709	COMPUTATION FUND	2,915.19	183,377.39	.00	183,377.39	.00	.00	1,718.07	.00	1,718.07
710	WATER-SEWER ROTARY FUND	156,029.37	2,187,709.13	.00	2,187,709.37	.00	.00	151,709.15	.00	151,709.15
710	PAYROLL ROTARY	130,454.09	5,040,584.13	.00	5,040,584.07	.00	.00	58,959.23	328,912.48	425,844.73
715	NON PARTICIPANT ROTARY	388.18	1,930.00	.00	388.18	.00	.00	1,930.00	.00	1,930.00
716	CONTRBL	.00	27,000,000.00	.00	27,000,000.00	.00	.00	.00	.00	.00
717	UNDEVELOPED GENERAL TAX	128,054,740.10	31,822,012.42	1,422,000.00	28,248,270.67	.00	.00	132,099,854.25	49,322.32	132,149,176.57
719	TORRONS PERSONAL PROPERTY	2,100.00	160.00	.00	.00	.00	.00	1,500.00	.00	1,500.00
719	TAXPAYER (LIKE REAL ESTATE) TAX	47,137.19	15,159.54	4,507.10	.00	.00	.00	37,112.09	1,017.00	38,140.00
720	LOCAL GOVERNMENT FUND	.00	272,342.21	.00	272,342.21	.00	.00	.00	.00	.00
721	SPECIAL DISTRICTS	.00	5,522.72	.00	5,522.72	.00	.00	.00	.00	.00
722	CIGARETTE LICENSE TAX	19.87	75.81	.00	.00	.00	.00	95.00	.00	95.00
722	GRAVITY TAX	.00	309,779.10	.00	309,779.10	.00	.00	.00	.00	.00
722	UNDEVELOPED HERRLEIGH OIL AND GAS	30,711.24	33,494.15	.00	47,716.14	.00	.00	33,492.65	.00	33,492.65
723	MOTOR VEHICLE LICENSE TAX	.00	468,299.11	.00	468,299.11	.00	.00	.00	.00	.00
727	GRV TMP & MILL POLICE LAY OFF	.00	.00	.00	.00	.00	.00	.00	182.64	182.64
729	TREASURER TAX REFUNDS	.00	.00	.00	.00	.00	.00	.00	.00	.00
731	COUNTY LICENSE TAX	143,538.41	181,174.21	.00	154,161.93	.00	.00	148,548.09	.00	148,548.09
731	REAL ESTATE ADVANCE PAYMENT	29,824.94	.00	.00	.00	.00	.00	29,824.43	.00	29,824.43
740	TAXPAYER TAX	2,700.00	6,172.95	4,597,200.00	.00	.00	.00	7,290.41	.00	7,290.41
740	LIFE INSURANCE	4,192.13	7,850.00	7,850.00	16,365.07	.00	.00	34,009.07	.00	34,009.07
742	LIQUIDATED	.00	322,279.45	.00	322,279.45	.00	.00	.00	.00	.00
746	ARIZONA PARK TURFMANAGEMENT FEES	.00	.00	.00	.00	.00	.00	.00	.00	.00
746	STATE	1,029.52	18,594.00	.00	2,023.57	.00	.00	18,591.09	898.46	19,399.55
746	NIZAMI CONSERVATION DISTRICT SW	19,051.49	.00	.00	.00	.00	.00	19,051.00	.00	19,051.00
747	ADVANCE CRYSTAL TAX	57,578.32	.00	.00	73,108.79	.00	.00	577.34	.00	577.34
751	UNDEVELOPED INTEREST	527,740.91	340,135.54	5,538,000.00	.00	.00	.00	862,834.74	.00	862,834.74
754	SHILO ELECTRICAS CONSTRUCTION FUND	.00	.00	.00	.00	.00	.00	.00	.00	.00
754	SEWER ROTARY	70,773.19	30,526.50	.00	58,841.19	.00	.00	42,468.00	.00	42,468.00
758	NEW PASS THROUGH TO DUTY/PLC	.00	144,142.59	.00	144,142.59	.00	.00	.00	.00	.00
761	OUTSIDE ENTITY FLOWTHRU	.00	.00	.00	.00	.00	.00	.00	.00	.00
765	RECORDERS ESCROW FUND	19,515.19	1,657.50	501,500.00	1,588.19	.00	.00	19,726.47	.00	19,726.47
766	ESCROW ROTARY	544,189.05	35,064.20	.00	.00	.00	.00	599,253.25	.00	599,253.25
767	UNDEVELOPED DEPOSITS	543,367.15	9,365.40	9,314,000.00	27,112.71	.00	.00	514,364.37	828.45	515,192.82
770	SEWER DEFENDER REGISTRATION FEE	.00	.00	.00	.00	.00	.00	.00	.00	.00
775	UNDEVELOPED SHERIFF AND SHERIFF	17,326.00	16,799.00	.00	13,171.00	.00	.00	20,427.00	.00	20,427.00
776	UNDEVELOPED EVIDENCE SHERIFF	28,722.47	.00	.00	.00	.00	.00	28,722.47	.00	28,722.47
777	UNDEVELOPED FEDERAL & STATE PROB	.00	29,742.87	.00	.00	.00	.00	29,742.87	.00	29,742.87
779	COURT DEFENSE SHERIFF SALES	100,507.12	1,495,772.05	.00	1,598,461.27	111,147,000.00	.00	75,117.01	604,776.92	679,894.16
779	UNDEVELOPED DRIVE THRU FORSA SEVZ	178,154.54	207,649.58	.00	5,757.00	.00	.00	380,049.56	9,843.93	389,863.51
781	REPAYABLE DEPOSITS	459,558.93	17,765.00	.00	13,346.13	.00	.00	449,897.74	2,780.13	442,787.87
782	SHERIFF - LOST/UNRECOVERED PROPE	154.34	.00	.00	.00	.00	.00	154.34	.00	154.34

FUND	NAME	BUDGET BAL.	RECEIPTS	EXP. AMT.	EXPENDITURES	EXP. BAL.	AMOUNTS PAID	CURRENT BAL.	WARRANTY DUTY	TREASURER'S BAL.
785	HASSLE WAYNE CEMETERY FEES	.00	4,000.00	.00	.00	.00	.00	4,000.00	.00	4,000.00
786	PMT IN LIEU OF TAXES	.00	.00	.00	.00	.00	.00	.00	.00	.00
787	UNDIVIDED INCOME TAX-REAL PROP	33,760.87	.00	.00	30,884.54	486.68CR	.00	3,876.33	304.14	3,672.19
788	UNDIVIDED PUBLIC UTILITY DERES	.00	.00	.00	.00	.00	.00	.00	.00	.00
789	FORFEITED LAND	.00	.00	.00	.00	.00	.00	.00	.00	.00
790	FORFEITED LAND EXCESS SALE FND	4,034.02	.00	.00	.00	.00	.00	3,934.82	.00	3,934.82
792	EDWARDS & BLAG ROAD FUND	21,000.00	.00	.00	200.00	.00	.00	21,000.00	1,000.00	32,000.00
793	ADULTS TRACT AUTHORITY	252,579.18	87,193.30	.00	240,020.90	.00	.00	44,000CR	237,429.30	237,576.20
795	UNDIVIDED EASEMENT FEES	.00	1,542.38	.00	1,542.38	.00	.00	.00	508.48	508.48
796	MUNICIPAL ORD VIOLATION FINE	12,028.68	.00	.00	1,587.99	.00	.00	10,440.68	645.00	11,085.68
797	NEW GREENWOOD HOUSING PROJECTS	.00	18,945.44	.00	18,945.44	.00	.00	.00	.00	.00
799	OLD ZONING & GARDEN FUND	138,020.47	.00	.00	.00	.00	.00	138,020.47	.00	138,020.47
848	UNCLAIMED MONEY	562,325.56	.00	.00	59,250.00	.00	.00	503,075.56	3,150.00	506,225.56
858	WARREN SCHOLARSHIP TRUST	48,809.59	.00	.00	.00	.00	.00	48,809.59	.00	48,809.59
911	WARREN CO. HEALTH DISCRET	5,484,700.00	148,019.39	467,000CR	309,071.50	.00	.00	5,325,647.89	2,115.00	5,327,762.89
912	FOOD SERVICES	827,007.38	89,077.03	459,000CR	20,300.00	.00	.00	487,684.41	77.00	487,761.41
915	FLUORINE PDRS-HEALTH DEPT.	28,000.00	500.00	.00	2,500.00	.00	.00	25,000.00	.00	22,000.00
916	STATE REGULATED SOLID PROGRAM	30,942.18	10,770.00	.00	202.00	.00	.00	19,970.18	36.00	19,944.18
925	WATER & SOIL CONSERVATION DIST	340,504.80	12,521.00	.00	51,478.11	.00	.00	299,026.69	5,210.00	243,816.69
938	RECREATION PLANTING	299,772.34	2,250.00	.00	30,477.10	.00	.00	271,545.24	1,220.48	242,724.76
939	WARREN COUNTY PARK DISTRICT	514,369.87	47,744.37	.00	34,525.70	.00	.00	527,588.54	7,848.10	535,436.64
944	ARCAD PARK	372,359.01	10,521.00	45,000CR	36,748.21	.00	.00	306,131.80	24,961.25	327,093.05
959	WATER SYSTEM FUND	10,552.25	150.30	172,300CR	182.44	.00	.00	10,227.81	.00	11,147.81
964	MENTAL HEALTH RECOVERY SERVICE	10,598,154.00	667,788.57	.00	703,025.00	.00	.00	10,562,917.57	421,010.77	10,761,224.60
965	HEALTH CARE FUND	949,574.11	34,546.61	.00	21,246.24	.00	.00	962,874.48	.00	977,874.48
968	COMPENSATION	1,370.00	.00	.00	.00	.00	.00	1,370.00	.00	1,370.00
974	HEALTH - SWIMMING POOL FUND	131,806.25	.00	.00	.00	.00	.00	131,806.25	.00	131,806.25
977	GRASS TACK FENCE CO	827,520.00	59,600.00	.00	944,310.00	10,400.00	.00	512,810.00	517.41	517,327.41
995	WARREN COUNTY FIRE RESPONSE GR	.00	.00	.00	.00	.00	.00	.00	.00	.00
COLUMN TOTALS		852,317,028.68	89,824,750.04	20,726,000CR	22,999,759.01	200,089,680CR	.00	657,621,007.54	4,121,765.68	

OUTSTANDING WARRANTS . . . 4,171,765.68
 TOTAL FOR FUNDS . . . 661,752,242.72

COUNTY TREASURY . . . 1,119,061.04
 COUNTY DEPOSITORIES . . . 600,637,129.46
 COUNTY TOTAL . . . 661,757,981.70

AUDITOR'S OFFICE, WARREN COUNTY, OHIO

IT IS HEREBY CERTIFIED that the foregoing is a true and accurate statement for the month ending March 31st, 2018, FINANCIAL OF WARREN COUNTY, OHIO showing the balance on hand in each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depositories.

Resolution

Number 18-0614

Adopted Date April 10, 2018

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	\$1,999.00
Veterans	\$2,199.00
BDD	\$7,498.95


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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Veterans (file)
Bd. of Developmental Disabilities (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 4/2/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: expense unknown prior
to purchase.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	910	\$ 1,999.00

VENDOR NAME Rodney Eversole

DESCRIPTION OF SERVICES Dog Tag Machine for OUTREACH

DATE OF OBLIGATION 3/21/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 58,970.48 DATE 3/21/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 56,707.09 DATE 4/3/18

FUND BALANCE NOW \$ 28,303,506.85

CERTIFIED BY: Matt Nolan JS 2018 APR -3 AM 11:29

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 3/26/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Order placed prior to my
knowledge

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 2199.00

VENDOR NAME Med Mart

DESCRIPTION OF SERVICES Lift Chair

DATE OF OBLIGATION 3/23/18

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 337,244.38 DATE 3/23/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 351,108.75 DATE 3/29/18

FUND BALANCE NOW \$ 28,326,779.87

CERTIFIED BY: Matt Nolan JS 2018 MAR 28 PM 3:05

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 4-4-2018

From: WCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: invoices were not sent over until now, 2017 PO's were closed.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>400</u>	<u>\$ 7,498.95</u>

VENDOR NAME Production Services Unlimited

DESCRIPTION OF SERVICES janitorial & chemical services for September 2017 & October 2017

DATE OF OBLIGATION Sept. and October 2017

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 3,236.16 DATE 9/1/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,740,301.74 DATE 4/5/18

FUND BALANCE NOW \$ 35,946,774.99

CERTIFIED BY: Unable to certify due to Then balance

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-0615

Adopted Date April 10, 2018

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. Young. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Refunds file

Resolution

Number 18-0616

Adopted Date April 10, 2018

APPROVE BOND RELEASE FOR MV COMMERCIAL CONSTRUCTION LLC FOR COMPLETION OF IMPROVEMENTS IN KINGS ISLAND COMMERCIAL CENTER (THE SHOPPES OF KINGS MILLS) SITUATED IN DEERFIELD TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE


Bond Number	:	N/A
Development	:	Kings Island Commercial Center (The Shoppes of Kings Mills)
Developer	:	MV Commercial Construction LLC
Township	:	Deerfield
Amount	:	\$36,075.00
Surety Company	:	The Hartford – 33BSBHK4151

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-0617

Adopted Date April 10, 2018

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT RELEASE WITH SORAYA FARMS LLC FOR SORAYA FARMS SECTION 4 SITUATED IN CLEARCREEK TOWNSHIP

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

RELEASE

Bond Number	:	17-005 (W/S)
Development	:	Soraya Farms Section 4
Developer	:	Soraya Farms LLC
Township	:	Clearcreek
Amount	:	\$8,287.40
Surety Company	:	First Financial Bank (LOC 820112323)

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Soraya Farms LLC, 8534 Yankee Street, Dayton Ohio 45458
First Financial Bank, 300 High Street, Hamilton OH 45011
Water/Sewer (file)
Bond Agreement file

Resolution

Number 18-0618

Adopted Date April 10, 2018

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 second quarter of their 2018 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:

\$234,675.00 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. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea


Mrs. Jones – yea

Resolution adopted this 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0619

Adopted Date April 10, 2018

DECLARE A SURPLUS OF FUNDS IN THE CLERK OF COURTS' CERTIFICATE OF TITLE ADMINISTRATION FUND #250, APPROVE SUPPLEMENTAL APPROPRIATION AND TRANSFER \$ 54,420 INTO THE GENERAL FUND FOR OPERATIONAL TRANSFER OF FUNDS TO JUVENILE COURT CLERK COMPUTER ORC 2151.541 FUND #278

WHEREAS, the Clerk of Courts has declared that there exists a surplus of funds in the Clerk of Courts' Certificate of Title fund #250; and

WHEREAS, it is the desire of the Clerk of Courts to transfer said funds to the General Fund to be used for purpose of assisting in the payment of the annual maintenance software agreement for the Juvenile Court computer records system: and

NOW THEREFORE BE IT FURTHER RESOLVED, to approve the following supplemental appropriation of funds:

\$54,420 into #250-1260-997 (Operational Transfer)

BE IT FURTHER RESOLVED, to approve the following operational transfer of funds:

\$54,420 from #250-1260-997 (Operational Transfers)
 into #101- 9910-099 (General Fund – Operating Transfers)

BE IT FURTHER RESOLVED, to approve the following operational transfer of funds:

\$54,420 from #101-1112-997 (General Fund – Operating Transfers)
 into #278-9000-450 (Juvenile Ct Clerk Computer – Transfers)

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Operational Transfer File
Clerk of Courts (file)
Juvenile Court (file)
OMB

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

Resolution

Number 18-0620

Adopted Date April 10, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO CLERK OF COURTS'
CERTIFICATE OF TITLE ADMINISTRATION FUND #250 -1260

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 3,200.00 into 250-1260-317 (Capital Purchases under \$10,000)

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Clerk of Courts (file)
OMB

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

Resolution

Number 18-0621

Adopted Date April 10, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE COURT CLERK
COMPUTER FUND #278

BE IT RESOLVED, to approve the following supplemental appropriation:

\$4,500.00 into #278-1410-317 (Capital Purchases under \$10,000)

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

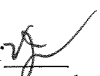
Mrs. Jones – yea

Resolution adopted this 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Juvenile (file)
OMB

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

Resolution

Number 18-0622

Adopted Date April 10, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #101-1600

BE IT RESOLVED, to approve an appropriation adjustment within Fund #101 as follows:


\$30,000.00 from #101-1600-210 (Office Supplies, General)
into #101-1600-400 (Purchased Services)

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

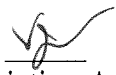
Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Facilities Management (file)
OMB

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

Resolution

Number 18-0623

Adopted Date April 10, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE DETENTION FUND
#101-2600

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00	from	#101-2600-102	(Regular Salaries)
	into	#101-2600-855	(Clothing-Personal Equip)

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-0624

Adopted Date April 10, 2018

**APPROVE APPROPRIATION ADJUSTMENTS WITHIN DEVELOPMENTAL
DISABILITIES FUND #205**

BE IT RESOLVED, to approve the following appropriation adjustments:

\$50,000.00 from #205-6710-820 (Health & Life Insurance)
into #205-6710-840 (Unemployment)

\$15,000.00 from #205-6710-830 (Workers' Compensation)
into #205-6710-840 (Unemployment)

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

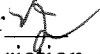
Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-0625

Adopted Date April 10, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND #273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for Kayla Lalor:

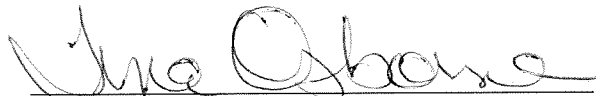
\$142.80	from	#273-5100-102	(Regular Salaries)
	into	#273-5100-882	(Accum. Vacation Payout)

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

Resolution

Number 18-0626

Adopted Date April 10, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustment:


\$ 500.00	from	#289-1226-910	(Other Expense)
	into	#289-1226-855	(Clothing, Personal Equipment)

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor VJ
Appropriation Adjustment file
Common Pleas (file)
OMB

Resolution

Number 18-0627

Adopted Date April 10, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN SEWER REVENUE FUND 580

WHEREAS, when employees resign or retire, it is necessary to pay out accrued vacation leave and a portion of the accrued sick leave; and

WHEREAS, an appropriation adjustment is necessary in order to pay out the accrued sick and vacation time for Mike Carter, former employee within the Water and Sewer Department; and

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

\$ 35,000.00 from #580-3300-3300-998 (Reserve Fund)
into #580-3300-3300-882 (Accum. Vacation – Payout)

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0628

Adopted Date April 10, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN BUILDING AND ZONING
DEPARTMENT FUND #101-2300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$607.97	from	#101-2300-910	(Other Expense)
	into	#101-2300-317	(Capital Purchases under \$10,000)

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Building/Zoning (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-0629

Adopted Date April 10, 2018

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #04/10/2018 001, #04/10/2018 002, #04/10/2018 003, #04/10/2018 004, and #04/10/2018 005; said batches attached hereto and made a part hereof.

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

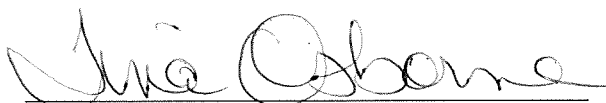
Mr. Grossmann – yea

Mrs. Jones – yea


Mr. Young – yea

Resolution adopted this 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 18-0630

Adopted Date April 10, 2018

AUTHORIZE PAUL KINDELL, DIRECTOR OF TELECOMMUNICATIONS, TO MAKE APPLICATION TO SHARES HF EMERGENCY COMMUNICATIONS RADIO PROGRAM

WHEREAS, application is to be made to receive a license and permission to use radio frequencies from the Department of Homeland Security providing use in an Emergency for Warren County and EMA to receive messages if communications fail; and

NOW THEREFORE BE IT RESOLVED, to authorize Paul Kindell, Director of Telecommunications, to make application to Shares HF Emergency Communications Radio Program; as attached hereto and made a part hereof.

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 10th day of April 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)

**FOR OFFICIAL USE ONLY
(WHEN FILLED IN)**

**SHARES HF RADIO PROGRAM
STATION DATA FORM
SECURITY PROCEDURES AND PRIVACY ACT**

ACTION: Add New Station Delete Station Update Station/ERP Data Add ERP

PART I: NCSH 3-3-1 STATION DATA

1. ENTITY: _____		2. STATION LOCATION:	
3. VOICE CALL SIGN: _____		City _____	
4. BBS CALL SIGN: _____		State _____	
5. STAR CALL SIGN: _____		6. STATION TELEPHONE:	
7. ALE ADDRESS CODE: _____		Commercial _____	DSN _____
8. VOICE FREQUENCIES:		9. ALE FREQUENCIES:	
	Primary (*) LSB (+)		
1. _____	<input type="checkbox"/> <input type="checkbox"/>	1. _____	5. _____
2. _____	<input type="checkbox"/> <input type="checkbox"/>	2. _____	6. _____
3. _____	<input type="checkbox"/> <input type="checkbox"/>	3. _____	7. _____
4. _____	<input type="checkbox"/> <input type="checkbox"/>	4. _____	8. _____
10. STATION HOURS OF OPERATION: 1 - 24 Hours <input type="checkbox"/> 2 - Part Time/Duty Hours <input type="checkbox"/> 3 - On Call/Emergency <input type="checkbox"/>			
11. STATION CAPABILITIES: (Check All That Apply)			
SSB Voice <input type="checkbox"/>	HF E-mail <input type="checkbox"/>	GTOR <input type="checkbox"/>	HF Packet <input type="checkbox"/>
ALE (141b/1045b) <input type="checkbox"/>	Phone Patch <input type="checkbox"/>	AMTOR <input type="checkbox"/>	CLOVER <input type="checkbox"/>
PACTOR/PACTOR II <input type="checkbox"/>	MODEM (1052) <input type="checkbox"/>	CLOVER 2000 <input type="checkbox"/>	STI <input type="checkbox"/>
STAR <input type="checkbox"/>	MODEM (110b) <input type="checkbox"/>	PSK31 <input type="checkbox"/>	MT63 <input type="checkbox"/>

PART II: SECURITY PROCEDURES AND PRIVACY ACT

Information contained in NCSH 3-3-1, SHARES Directory, carries a FOR OFFICIAL USE ONLY (FOUO) designation due to the compilation of station data. To participate in SHARES, a member must comply with the following security procedures for handling FOUO material as specified in NCSH 3-3-1, Chapter 1, para 1.9: (1) The information shall not be released in any manner to the public or other personnel who do not have a valid need-to-know, (2) the information shall not be photocopied or electronically reproduced, (3) when unattended, the information shall be stored in a locked container or in a room with sufficient physical access control measures to afford adequate protection to prevent unauthorized access, (4) when stored on a computer, the information shall be password protected, (5) the information shall be disposed of in such a manner as to ensure destruction beyond recognition and reconstruction, (6) upon leaving the SHARES program, the Project Office shall be notified of the date NCSH 3-3-1 is destroyed, and (7) the loss, compromise, suspected compromise, or unauthorized disclosure of the information shall be reported to the SHARES Project Office. Failure to comply with these security procedures to protect NCSH 3-3-1 information from unauthorized personnel shall result in removal from the SHARES program.

Authority: Executive Order No. 12472, The Assignment of National Security and Emergency Preparedness Telecommunications Functions, authorizes the collection of this information. **Purpose:** The National Communications System (NCS) / Shared Resources (SHARES) Program uses the members' contact information to contact SHARES members. Further, the members' contact information is compiled in a directory that is distributed to all program members. **Routine Uses:** SHARES Program members can use this information to identify and communicate with one another by referencing the directory. Information contained in Part I of this Form 1 is included in NCS Manual (NCSM) 3-3-1, SHARES Directory, and distributed to SHARES members as official use only (FOUO) information that may only be used for program purposes. **Disclosure:** Provision of this information is voluntary. However, failure to provide the information requested on the FORM 1 may result in exclusion from the SHARES program or not appearing in the SHARES directory.

PART III: ADMINISTRATIVE DATA

STATION POINT OF CONTACT OR ERP: Name: _____ Address: _____ Phone: _____ E-mail: _____	ENTITY POINT OF CONTACT: Name: _____ Entity: _____
STATION POINT OF CONTACT OR ERP: I have read and understand the procedures contained in Part II of this Form 1. Signature _____ Date _____	ENTITY POINT OF CONTACT: I approve the Form 1 request. Signature _____ Date _____

SHARES Form 1
SHARES Station Data Form
Security Procedures and Privacy Act
Instructions

ACTION: This SHARES Form 1 is used to Add or Delete a station from the SHARES program, Update information on a SHARES station, or Add Emergency Response Personnel (ERP) to SHARES. An ERP is a potential user of SHARES who receives a copy of the SHARES Workbook and other program material. Indicate the purpose for submitting the Form 1.

Part I: NCSH 3-3-1 STATION DATA

1. **ENTITY:** Enter the name and abbreviation of your entity (e.g., Federal Bureau of Investigation (FBI), Arizona Emergency Operations Center (AZ EOC), Air Force MARS (AF MARS)).
2. **STATION LOCATION:** Enter the city and state where the station is located. For remote radio operations, enter the name of the radio operator's location, not the location where the remote transmitter and antenna are located. For overseas stations, provide the country name.
3. **VOICE CALL SIGN:** Enter the station's call sign.
4. **BBS CALL SIGN:** Enter the station's digital (BBS) connect call sign (maximum of six characters).
5. **STAR UNIT CALL SIGN:** Enter the call sign when operating at other than the base location.
6. **STATION TELEPHONE:** Enter the telephone number(s) where the station operator may be contacted. For overseas stations, include the country code.
7. **ALE ADDRESS CODE:** Enter the address code used in the adaptive (ALE) mode of operations (maximum 16 characters). Stations entering an ALE Address Code must complete number 9 below.
8. **VOICE FREQUENCIES:** Enter up to four HF radio frequencies in kilohertz to be used for voice operations in SHARES. The frequencies will be published in the SHARES Directory, and must be USP assignments and registered with NTIA as Record Notes S381 and S296. Frequencies selected are shown as Upper Sideband (USB) dial frequencies unless specifically identified as Lower Sideband (LSB). One frequency should be designated as the "primary" frequency by placing an asterisk (*) in the box behind the frequency. The primary frequency should be the frequency most often used by the station.
9. **ALE FREQUENCIES:** Enter up to eight HF ALE frequencies in kilohertz that will be used for ALE operations in SHARES. The frequencies will be published in the SHARES Directory, and must be US&P assignments and registered with NTIA as Record Notes S381 and S296. Frequencies selected are understood to be Upper Sideband (USB) dial frequencies unless specifically identified as Lower Sideband (LSB).
10. **STATION HOURS OF OPERATION:** Indicate the station hours of operation.
 - 1 - 24 Hours: Station normally operates 24/7
 - 2 - Part Time: Station operates on a regular scheduled basis, but less than 24-hour per day
 - 3 - On Call/Emergency: Station is activated only on an as-needed or emergency basis
11. **STATION CAPABILITIES:** Check each mode of operation available for SHARES use. If STAR is marked, a STAR call sign must be entered in line 5. If ALE is checked, an ALE address code must be entered in line 7.

PART II: SECURITY PROCEDURES AND PRIVACY ACT

Information contained in NCSH 3-3-1, SHARES Directory, carries a FOR OFFICIAL USE ONLY (FOUO) designation due to the compilation of station data. To participate in SHARES, a member must comply with the security procedures for handling FOUO material. PART II provides a summary of the security procedures for handling FOUO material in SHARES as specified NCSH 3-3-1, Chapter 1, and describes the use of the information being submitted on the Form 1 in accordance with the Privacy Act of 1974.

PART III: ADMINISTRATIVE DATA

STATION POINT OF CONTACT OR ERP: Enter the name, mailing address, phone, and e-mail of the primary Point of Contact for the station or of the ERP. For stations, the address may be different from the station's location. This information is used to distribute SHARES material and operational notices. A station Point of Contact or ERP must sign and date the Form 1 in order to participate in SHARES.

ENTITY POINT OF CONTACT: Requests to add or delete a station, or to change a station call sign or frequency must be approved by the Entity Point of Contact. Enter the name, the name of entity, and signature of the Entity Point of Contact.