

Resolution

Number 18-1075

Adopted Date July 10, 2018

ACCEPT RESIGNATION OF ALAN OEDER, WATER DISTRIBUTION WORKER I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JULY 20, 2018

BE IT RESOLVED, to accept the resignation of Alan Oeder Water Distribution Worker I, within the Warren County Water and Sewer Department, effective July 20, 2018

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
A. Oeder's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-1076

Adopted Date July 10, 2018

AUTHORIZE THE POSTING OF THE "WATER DISTRIBUTION WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Water Distribution Worker I or II" position within the Water and Sewer Department; and


NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Distribution Worker I, II or III" 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 July 11, 2018.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
S. Spencer - OMB

Resolution

Number 18-1077

Adopted Date July 10, 2018

APPROVE RECLASSIFICATION OF SAMANTHA GRAY TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR TO THE POSITION OF CUSTOMER ADVOCATE I WITHIN OHIOMEANSJOBS WARREN COUNTY

WHEREAS, the Director has indicated with recent restructuring of the department, he desires to reclassify Ms. Gray to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Samantha Gray from the position of Temporary Youth Employment Worksite Supervisor to Customer Advocate I, within OhioMeansJobs Warren County, permanent, non-exempt, pay range #14, \$15.45 per hour, effective pay period beginning July 7, 2018.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: OhioMeansJobs (file)
S. Gray's Personnel file
OMB-Sue Spencer

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

Resolution

Number 18-1078

Adopted Date July 10, 2018

AUTHORIZE THE POSTING FOR "CUSTOMER ADVOCATE I" POSITION, WITHIN OHIOMEANSJOBS WARREN COUNTY, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there exists one opening for "Customer Advocate I" position within OhioMeansJobs Warren County; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Customer Advocate 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 July 11, 2018.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: OhioMeansJobs (file)
OMB Sue Spencer
Job Class #1711
Position Control #258101711

Resolution

Number 18-1079

Adopted Date July 10, 2018

APPOINT MATT SCHNIPKE AS THE DIRECTOR OF THE WARREN COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

WHEREAS, it is the desire of the Board of County Commissioners to appoint Matt Schnipke as the Director of the Warren County Department of Economic Development; and


NOW THEREFORE BE IT RESOLVED, to appoint Matt Schnipke as the Director of the Warren County Economic Development Department, unclassified, full-time permanent, exempt status (40 hours per week), Pay Range #C, \$2,769.23\ bi-weekly, effective pay period beginning August 4, 2018.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners file
M. Schnipke's Personnel file
OMB – Sue Spencer
Economic Development (file)

Resolution

Number 18-1080

Adopted Date July 10, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO SIGN A SUBGRANT AWARD AGREEMENT ON BEHALF OF THE GREATER WARREN COUNTY DRUG TASK FORCE

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to sign a Subgrant Award Agreement, Subgrant Number 2017-DL-LEF-5827, on behalf of the Greater Warren County Drug Task Force in accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF), as set forth by the Ohio Office of Criminal Justice Services (OCJS), the duly authorized State Agency, as attached hereto and made a part hereof; and

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

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

sm/

cc: c/a – Ohio Office of Criminal Justice Services
OGA
W.C. Drug Task Force (file)
OCJS
Auditor's Office – Brenda Quillen



- Administration
- Bureau of Motor Vehicles
- Emergency Management Agency
- Emergency Medical Services
- Office of Criminal Justice Services
- Ohio Homeland Security
- Ohio Investigative Unit
- Ohio State Highway Patrol



John R. Kasich, Governor
John Born, Director
Karhlton F. Moore
Executive Director

Office of Criminal Justice Services
1970 West Broad Street
P.O. Box 182632
Columbus, Ohio 43218-2632
(614) 466-7782
www.ocjs.ohio.gov

SUBGRANT AWARD AGREEMENT

Subgrant Number: 2017-DL-LEF-5827

Title: Greater Warren County Drug Task Force

In accordance with the provisions of the Ohio Drug Law Enforcement Fund (DLEF) as enacted by the 127th General Assembly of Ohio in House Bill 562 on September 23, 2008 and as set forth in Ohio Revised Code Section 5502.68 Ohio Drug Law Enforcement Application 2017, the Ohio Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee:	Warren County Commissioners		
Implementing Agency:	Warren County Drug Task Force		
Award Periods:	07/01/2018 to 06/30/2019		
Closeout Deadline:	08/29/2019		
Award Amounts:	OCJS Funds:	\$159,591.00	75%
	Cash Match:	\$53,197.00	25%
	Inkind Match:	\$0.00	
	Project Total:	\$212,788.00	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Karhlton F. Moore, Executive Director
Ohio Office of Criminal Justice Services

5/29/18

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for compliance with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Subgrantee.

County Commissioner / President

Warren County Commissioners

7/10/18

Date:

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this Subgrant on behalf of the Implementing Agency.

Major / Commander

Warren County Drug Task Force

6/29/18

Date:

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney

Mission Statement

To save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available.

Resolution

Number 18-1081

Adopted Date July 10, 2018

ENTER INTO AN OHIO PUBLIC WORKS COMMISSION COOPERATION AGREEMENT WITH THE VILLAGE OF WAYNESVILLE

WHEREAS, a grant application will be submitted to the Ohio Public Work Commission (OPWC) for the Edwards Drive Utility Replacement Project; and

WHEREAS, OPWC grant applications require cooperation agreements between governmental entities that collaborate on mutual projects; and

NOW THEREFORE BE IT RESOLVED, to enter into a Cooperation Agreement with the Village of Waynesville for the Edwards Drive Utility Replacement Project, subject to the following conditions:

1. The conditions shall be as stipulated in the "OPWC Cooperation Agreement" attached hereto and made part thereof.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

CAW

cc: c/a – Village of Waynesville
Water/Sewer (file)

RESOLUTION 2018-027

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH WARREN COUNTY RELATED TO THE EDWARDS DRIVE UTILITY REPLACEMENT PROJECT AS AN EMERGENCY

WHEREAS, the Village of Waynesville is planning to make capital improvements for the Edwards Drive Utility Replacement Project; and

WHEREAS, the Village of Waynesville and Warren County desire to enter into a cooperative agreement related to the allocation of the local share of the total project cost and other related matters.

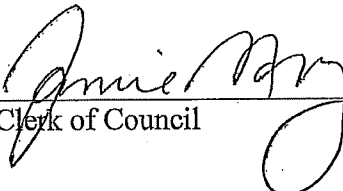
NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Waynesville, 6 members elected thereto concurring:

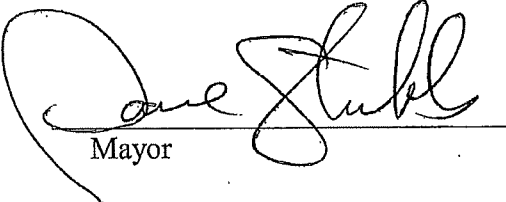
Section 1. That Village Manager Gary Copeland is hereby authorized to enter into a cooperative agreement with Warren County related to the Edwards Drive Utility Replacement Project substantially in the form of the agreement attached hereto as Exhibit A.

Section 2. That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare and shall be effective immediately upon its adoption. The reason for said declaration of emergency is the need to adopt the authorization and submit it in a timely fashion.

Adopted this 18th day of June, 2018.

Attest:


Clerk of Council


Mayor

OPWC COOPERATION AGREEMENT

Edwards Drive Utility Replacement Project

THIS is an AGREEMENT effective as of date the last Party has affixed their signature hereto, between the Village of Waynesville, Ohio, an Ohio municipal corporation (“Village”), and the Warren County Board of County Commissioners, an Ohio county (“County”).

The County hereby agrees to collaborate with the Village to submit an application to the Ohio Public Works Commission (OPWC) PY34 for the Edwards Drive Utility Replacement Project. The estimated total cost of the project is \$963,610 including engineering and construction costs. The OPWC application will request an 79% grant being an estimated \$761,252 with the remaining 21% being the Parties estimated share totaling \$202,358, however, the Parties respective obligations shall be as follows:

- 1) the Parties 21% share of the engineering and construction cost shall be split as follows: the Village would pay 80% of the engineering costs and 100% of the non-sanitary sewer construction costs, and the County would pay 20% of the engineering costs and 100% of the sanitary sewer construction costs. The percentage split between the County and the Village is based upon the preliminary construction cost estimate with the County’s sanitary sewer main estimated to account for 20% of the total construction cost; and

The utility and roadway improvements to be paid for by the Village shall include watermain replacement, roadway widening, full depth roadway reconstruction, storm sewers, curb and gutter, various sidewalks and an asphalt resurfacing. The sanitary sewer main improvements to be paid for by the County shall include replacement of 1,200 feet of 8-inch vitrified clay pipe with a new 8-inch SDR-26 sanitary sewer main.

The Village shall be the designated contracting entity and shall execute agreements with OPWC, the design engineer and the construction contractor. The Village shall invoice the County Water and Sewer Department for their project cost with payments to be made to the Village.

The Village and County shall jointly review all necessary OPWC funding application documents. Upon approval from each participating member the application documents shall be signed and submitted to the OPWC by the Village.

Should the proposed project be awarded OPWC funding, the Village and County shall review and approve all Engineering Contract(s) for the design of the improvements prior to the Village executing the Contract(s). All design drawings and specifications produced for the improvements shall be reviewed and approved by the Village and County prior to advertisement for bidding and final payment of the Engineer(s). The bidding documents shall meet the design standards and specifications for each of the participating members.

The Village and County shall jointly review all submitted construction bids and shall reach consensus of the award of the construction contract. The Village shall be the contracting entity for the construction of said project. Representatives from the Village and County shall be invited to all construction progress meetings and shall be provided the opportunity to inspect the construction of the improvements. All sanitary sewer change orders shall be reviewed and

approved by both the Village and the County. The Village and County shall perform final inspection of the improvements, provide the Construction Contractor with punch list items, and verify that all improvements are completed in accordance with the Contract Documents prior to final payment.

IN EXECUTION WHEREOF, pursuant to Ordinance/Resolution No. 2018-027 of the Village of Waynesville, Ohio, dated 6/18, 2018, Gary Copeland, Village Manager has hereunto set his hand to this Agreement on the 25 day of June, 2008¹⁸

VILLAGE OF WAYNESVILLE, OHIO

By: Gary Copeland
Gary Copeland, Village Manager

Attest: _____

Clerk

Approved as to form:

By: Jeff Stodley
Law Director

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by TOM GROSSMANN, its President, on the date stated below, pursuant to Resolution No. 18-1091, dated 7/10/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grossmann

PRINTED NAME: TOM GROSSMANN

TITLE: President

DATE: 7/10/18

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice
By: Adam Nice, Asst. Prosecutor

Resolution

Number 18-1082

Adopted Date July 10, 2018

APPROVE AND ENTER INTO CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS, FOR AND ON BEHALF OF WARREN COUNTY CHILDREN SERVICES WITH THE WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, WARREN COUNTY JUVENILE COURT, AND THE WARREN COUNTY EDUCATIONAL SERVICE CENTER FOR THE PURPOSE OF POOLING FUNDS TO PROVIDE CLINICAL COMMITTEE SERVICES TO MULTI-NEED CHILDREN IN WARREN COUNTY

BE IT RESOLVED, to approve and enter into contract between the Warren County Commissioners, for and on behalf of Warren County Children Services with Warren County Board of Developmental Disabilities, Recovery Services of Warren and Clinton Counties, Warren County Juvenile Court, and the Warren County Educational Service Center for clinical services to multi-need children in Warren County; as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Warren County Board of Developmental Disabilities
c/a – Mental Health Recovery Services of Warren and Clinton Counties
c/a – Warren County Juvenile Court
c/a – Warren County Educational Service Center
c/a – Warren County Children Services
Kevin Stevens, Educational Service Center (file)
Children Services (file)
Developmental Disabilities – Mary Smith (file)

CONTRACT FOR COORDINATED CARE POOLED FUNDING

This Contract is made this 1st day of July, 2018, between Warren County Board of Commissioners on behalf of Warren County Children's Services (hereinafter referred to as "CS") with its offices located at 416 S. East Street, Lebanon, Ohio 45036; Warren County Board of Developmental Disabilities (hereinafter referred to as "BDD") with its offices located at 410 S. East Street, Lebanon, Ohio 45036; Mental Health and Recovery Services of Warren and Clinton Counties (hereinafter referred to as "Recovery Services") with its offices located at 212 Cook Rd., Lebanon, Ohio 45036; Warren County Juvenile Court (hereinafter referred to as "Juvenile Court") with its offices located at 900 Memorial Drive, Lebanon, Ohio 45036; and Warren County Educational Service Center (hereinafter referred to as "ESC") with its offices located at 1879 Deerfield Rd, Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the parties desire to pool funds for the purpose of providing clinical committee services to multi-need children in Warren County;

NOW, THEREFORE, it is agreed that:

I. DUTIES OF CS:

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

II. DUTIES OF BDD:

A. Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

B. Acting as Fiscal Agent for Pooled Fund, BDD will invoice CS, BDD, Recovery Services, Juvenile Court, \$25,000.00 dollars per agency quarterly

C. Acting as Fiscal Agent for Pooled Fund, BDD will receive invoices for contracted Pooled Fund respite, mentoring and residential services. Submit payment for services upon confirmation services were provided.

III. DUTIES OF RECOVERY SERVICES:

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

IV. DUTIES OF JUVENILE COURT:

Deposit \$100,000.00 dollars with the fiscal agent of Pooled Fund annually.

V. DUTIES OF ESC:

A. Provide Clinical Committee/Service Coordination

B. Arrange residential placements and services as needed for multi need youth with providers.

VI. LENGTH OF CONTRACT:

This Contract shall become effective upon execution and shall remain in force and effect indefinitely, unless terminated as provided herein.

VII. POLICY OF NON-DISCRIMINATION:

The parties and their staff will act in a nondiscriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

VIII. RELATIONSHIP OF PARTIES:

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

IX. GOVERNING LAW AND VENUE:

This Contract shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The venue for any disputes arising under this Contract shall be Warren County, Ohio.

X. INDEMNIFICATION:

All personnel or agents providing services pursuant to this Contract shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other party to this Contract, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Contract applies, and whether or not a reservation of rights is made, the parties, as a condition of this Contract, shall give their full cooperation to any party defending such a claim or action.

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (vii) the parties do not control the day-to-day operations and affairs of the other parties.

XI. PARTIES:

Whenever the terms "CS", "BDD", Recovery Services, Juvenile Court, and ESC and used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of CS, BDD, Recovery Services, Juvenile Court.

XII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of coordinated care residential services.

XIII. ENTIRE CONTRACT:

This Contract contains the entire contract between the parties with respect to the subject matter thereof, and supersedes all prior written or oral contracts between the parties. No representations, promises, understandings, contracts, or otherwise, not herein contained shall be of any force or effect.

XIV. 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.

XV. 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.

However, if the invalid, illegal or unenforceable provision materially affects this Contract, the contract may be terminated by either party on ten (10) days prior written notice to the other party hereto.

XVI. WAIVER:

No waiver by any 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 any 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.

XVII. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

No party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other(s). Subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVIII. INTERPRETATION:

Unless otherwise specified, the following rules of construction and interpretation apply:

- A. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
- B. Use of the term "including" will be interpreted to mean "including but not limited to";
- C. Whenever a party's consent is required under this Contract, except as otherwise stated in the Contract or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
- D. Exhibits are an integral part of the Contract and are incorporated by reference in this Contract;
- E. Use of the terms "termination" or "expiration" are interchangeable, and
- F. Reference to a default will take into consideration any applicable notice, grace and cure periods.

XIX. HEADINGS:

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

XX. NOTICES:

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

TO: Warren County Children Services
416 S. East Street
Lebanon, Ohio 45036
Telephone Number: (513) 695-1500

TO: Warren County Board of Developmental Disabilities
410 S. East Street
Lebanon, Ohio 45036
Telephone Number: (513) 695-1567

TO: Mental Health and Recovery Services of Warren and Clinton Counties
212 Cook Rd.
Lebanon, Ohio 45036
Telephone Number: (513) 695-1695

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Telephone Number: (513) 695-1245

TO: Warren County Educational Service Center
1879 Deerfield Rd.
Lebanon, Ohio 45036
Telephone Number: (513) 695-2900 Ext. 2916

XXI. TERMINATION:

Termination of this Contract by either party will be permitted in the event of a material breach of this Contract by the other party when the material breach remains uncured thirty (30) days after written notice by certified mail, return receipt requested, is given to the breaching party specifying the breach. A "material breach" is defined as (a) the failure of either party to fully comply with and perform any and all terms and conditions of this Contract and its Attachments; (b) the making of assignment for the benefit of creditors by either party; (c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against either party; and (d) insolvency of either party or impairment of the credit of either party.

Delay in curing a default may be excused if due to causes beyond the reasonable control of the defaulting party.

With respect to any provision of this Contract, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon either party, such violation or noncompliance will be excused where such violation or noncompliance is the result of an inability to secure materials, an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond the party's reasonable control or not reasonably foreseeable.

This Contract may be terminated at any time with or without cause by either party upon thirty (30) days written notice to the other party.

A party desiring to terminate this contract shall notify the other parties in writing, no later than ninety (90) days prior to the expiration of this Contract of the party's intention not to renew this contract. The failure of a party to notify the other parties of its intention not to renew will result in the extension of this Contract indefinitely.

XXII. ESTOPPEL:

Any party will, at any time upon fifteen (15) days prior written notice from the other party or parties, execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Contract is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Contract as so

modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

Failure to deliver such a statement within such time will be conclusive upon the requesting party that (a) this Contract is in full force and effect, without modification except as may be properly represented by the requesting party; (b) there are no uncured defaults in any party's performance.

XXIII. CALCULATION OF TIME:

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

XXIV. ACCEPTANCE:

The parties acknowledge that they have read and understood this Contract. The parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Contract forming a mutually binding contractual agreement which cannot be amended without a writing executed by the parties.

XXV. AVAILABILITY OF FUNDS:

The certification of the fiscal agents of the parties on the purchase orders submitted with this Contract is certification that the funds required for this Contract will be available as required herein, for each appropriation period through the end of the term of this Contract.

XXVI. MULTIPLE ORIGINALS:

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

XXVII. POWER AND AUTHORITY:

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

XXVIII. RETURN OF CARRY-OVER FUNDS

Carry-Over funds will not exceed \$600,000.00. Carry-Over in excess of \$600,000.00 will be deducted equally from each funder's invoice for the 2nd quarter following the end of each state fiscal year. In the event, the Pooled Fund is dissolved, the balance of the account will be distributed to the contributing parties equally.

IN WITNESS WHEREOF, the parties hereto have executed this contract by their duly authorized representatives on the dates shown below.

This Contract is entered into by Resolution No. 18-06-04 of Warren County Board of Developmental Disabilities Board dated 6-19-18.

WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

By: Megan K. Manuel

This Contract is entered into by Resolution No. 6-13-18-2 of Mental Health and Recovery Services of Warren and Clinton Counties Board dated 6/13/18.

MENTAL HEALTH AND RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES

By: Brent J. Jaws

This Contract is entered into by Resolution No. 18-1082 of Warren County Board of Commissioners dated 7/10/18.

WARREN COUNTY BOARD OF COMMISSIONERS

By: [Signature]

WARREN COUNTY CHILDREN SERVICES

By: [Signature]

WARREN COUNTY JUVENILE COURT

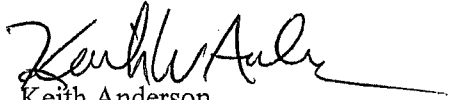
By: [Signature]

WARREN COUNTY EDUCATIONAL SERVICE CENTER

By:

A handwritten signature in cursive script, appearing to read "Jim Linn", with a long horizontal flourish extending to the right.

Approved as to Form:

A handwritten signature in cursive script, appearing to read "Keith Anderson", with a horizontal flourish extending to the right.

Keith Anderson
Assistant Prosecuting Attorney

PURCHASE ORDER FILE INQUIRY
 PURCHASE ORDER#. 22325
 EXPENDED AMT. 50,000.00
 FUND..... 273
 SUB-FUND.....
 FUNCTION..... 5100
 OBJECT..... 447
 SUB-ACCOUNT..
 VENDOR NUMBER 82462
 APPROVAL DATE 1/05/18
 BLANKET PO... NO
 CANCELLATION. 0/00/00
 P.O. AMOUNT.. 100,000.00

FAOI25-FAS20

TRAN CODE. 0001 GENERAL PO TRANSACTION
 ORIGINAL MEMO.. POOLED FUND CONTRACT PLACEMENT
 CHILDREN SERVICES
 *NONE
 CHILDREN SERVICES
 CHILD PLACEMENT SPECIALIZED
 *NONE
 50,000.00 REMAINING AMOUNT
 Name... COORDINATED CARE FUND
 Address , 00000

LAST MEMO.. POOLED FUND CONTRACT PLACEMENT

<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1	POOLED FUND CONTRACT PLACEMENT	100000.00
2	SERVICES	

F3-RETURN

ROLLUP/ROLLEDOWN-CHANGE PAGE

TRANSACTION RECORD INQUIRY DISPLAY SCREEN FAOI30-FAS23

FUND.. 954 SUB-FUND. FUNCTION. 4255 OBJECT.. 400 SUB-ACCT.

ACCRUAL YEAR.. 2018 DATE.. 6/19/18 ACTUAL DATE.. 6/19/18 P.O.#. 23340

VENDOR.. 82462 COORDINATED CARE FUND
ADDRESS. , 00000

OTHER FUND. SUB-FUND. FUNCTION. OBJECT. SUB-A.

TRANSACTION TYPE. PO CODE.. 0001

TRANSACTION AMOUNT 51,000.00 STATUS.. A

WARRANT NUMBER WARRANT TYPE..

PROGRAM. CLASSIFICATION.

MEMO. FY19 SFA POOL-WC FCFC

F3-RETURN ENTER-REDISPLAY LIST HELP-Selection Information

Resolution

Number 18-1083

Adopted Date July 10, 2018

APPROVE AND ENTER INTO A CONTRACT WITH COMMUNITY MENTAL HEALTH CENTERS OF WARREN COUNTY (DBA SOLUTIONS COMMUNITY COUNSELING AND RECOVERY CENTERS) FOR MENTAL HEALTH SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to approve and authorize the Board to enter into a contract with Community Mental Health Centers of Warren County dba Solutions Community Counseling and Recovery Centers) on behalf of Warren County Human Services for fiscal year 2019; said agreement attached hereto and made a part hereof

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Community Mental Health Centers of Warren County
dba – Solutions Community Counseling and Recovery Centers
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES
DIVISION OF HUMAN SERVICES
AND
COMMUNITY MENTAL HEALTH CENTERS OF WARREN COUNTY, INC.**

The Vendor Contract, made and entered into on the 1 day of July 2018, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Department Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, referred to hereinafter as "Provider", with offices located at 975A Kingsview Drive, Lebanon, Ohio 45036.

In accordance with Title IV-A, Federal regulations, State law, the Title IV-State plan, prepared under Section 5101.80 of the Ohio Revised Code and amendments to the plan, the WCDJFS shall establish and administer a work activities program to include the activities established under Section 5107.50, 5107.52, and 5107.58 of the Ohio Revised Code, including unsubsidized employment activities, on-the-job training activities, community services activities, vocational educational training activities, jobs skill training activities and educational activities for minor heads of households and adults participating in Ohio Work First (OWF) Program.

Ohio Administrative Code Section 5101:4-3-11.1 establishes the Food Assistance Employment and Training (FAET) Program which is a program established under the Food Stamp Act of 1977 as amended and requires mandatory nonexempt work registrants in receipt of food assistance to participate in employment and training. As a condition of eligibility for Food Assistance Program, individuals in receipt of food assistance benefits who are not exempt pursuant to Rule 5101:4-3-11.1 of the Administrative Code are required participants in the FAET Program per Administrative Code Section 5101:4-3-11.

This Contract is for the provision of Mental Health Classes incorporated within the Job Readiness Curriculum for Ohio Works First (OWF) recipients, FAET participants, and customers of Warren County Department of Human Services (Exhibit A). The objective of this Contract is educational lectures regarding such topics as; What is Good Mental Health, Handling Criticism and Conflict, and Stress Management and Self Esteem. Additionally, referrals are to be made for those recipients who require additional assessment and services. Finally, this Contract is to provide prevention activities geared toward those at risk for developing mental and emotional problems as well as provide screening and referral for applicants and recipients to identify those experiencing individual, marital or family problems.

The following are the terms of this Vendor Contract:

PROVISIONS OF SERVICE:

Provider shall provide fifty-one (51) weeks, six (6) hours per week of service during the term of this Contract to WCDJFS at the offices of Ohio Means Jobs of Warren County, 300 East Silver Street, Lebanon. For purpose of determining "hours of service" only actual work hours of the assigned employee shall be included. The hours of service by said employee shall be by mutual agreement between the Director of WCDJFS and the Director of the Provider of services.

The services provided by the Provider shall include the following components:

- A. Screening and Referrals: Recipients who might have mental or emotional problems that prevent them from working would be referred for further assessment.
- B. Prevention Services: Education services shall be available to staff member of WCDJFS, children of addicted recipients, as well as those adult recipients who may be at risk of developing mental and emotional problems and to interagency personnel dealing with the same population.
- C. Referrals for Treatment Services: Recipients with mental or emotional problems referred to the full continuum of care, including outpatient, community support and psychiatric as appropriate. Other key services identified for the applicants and recipients would include referral for home-based services, parenting skills training and preventive services for children.
- D. Other mental or emotional services may be provided by Provider upon written request from WCDJFS. Such services would be countable towards the hourly obligation set out hereinbefore.

In addition to the above identified obligations, the representative providing services from the Provider would, at the request of WCDJFS, serve on such committees as requested and attend such staff meetings as requested to attend. Such services would be countable towards the hourly obligation set out hereinbefore.

RESPONSIBILITY OF WCDJFS:

- A. Pursuant to Federal Regulation H.R. 3734, WCDJFS is responsible for administration of the Ohio Works First (OWF) Program in the County of Warren, in the State of Ohio; furthermore, WCDJFS will retain final authority for administrative and policy decision related to the OWF Program. **WCDJFS WILL DETERMINE WHO MAY PARTICIPATE UNDER THIS CONTRACT IN THIS PROGRAM.**
- B. WCDJFS agrees to cooperate and collaborate with Provider to plan, implement and monitor the provisions of service under this Contract.
- C. WCDJFS shall utilize the services provided by this Contract for eligible recipients and shall be responsible for identifying eligible recipients; appropriate referrals using the eligibility system assignment screens and other collaborative activities that may be identified to support the services under this Contract and for assurance that all assignments are appropriate for eligible OWF participants and FAET participants for the services provided and are referenced in individual Self-Sufficient Contracts.

CONTRACT DATES, HOURS OF SERVICES AND TOTAL COST OF CONTRACT:

This Contract shall be effective from July 1, 2018 through and including June 30, 2019, for two (2) days per week for six (6) hours per week or three hundred-six (306) hours contracted hours. There shall be no classes the week of December 24, 2018 through and including December 28, 2018 (Christmas Week). The contract may be extended through June 30, 2020, if all parties agree and with Resolution passed by the Warren County Commissioners.

The cost of service shall be \$34.57 per hour or \$207.42 per week for six (6) hours of service per week. The total cost of the contract cannot exceed \$10,578.42 for the contract period of July 1, 2018 through and including June 30, 2019.

Provider shall be paid in quarterly installments. Provider shall submit invoices quarterly to WCDJFS for payment, with the first invoice due by the fifteenth (15th) working day of the month, and continue quarterly, thereafter. Provider representative shall provide WCDJFS with a monthly report showing the number of referrals made by WCDJFS and total hours of educational lectures, and a list of other services provided.

EQUIPMENT:

No equipment, software, promotional materials, etc., shall be invoiced by Provider to WCDJFS.

ASSIGNMENT AND SUBCONTRACTING:

When deemed necessary to deliver services of the quantity and quality specified in this Contract, Provider may subcontract, with the written approval of the WCDJFS. All such subcontracts shall be in the same form as this Contract and subject to the same terms, conditions and covenants contained herein. No such subcontracts shall in any case release Provider of the liability under this Contract. Provider is responsible for making direct payment for such subcontracts. This section does not apply to contracts with interpreters and persons needed to accommodate customers with disabilities.

RELATIONSHIP:

Nothing in this Contract is intended to, nor shall be deemed to constitute a partnership, association or joint venture with Provider in the conduct of the provisions of this Contract. Provider, agents and employees of Provider will act in performance of this Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the WCDJFS.

EQUAL OPPORTUNITY/NON-DISCRIMINATION:

Provider and WCDJFS agree that as a condition of this Contract there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 and Executive Order 11246 entitled equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in the Department of Labor Regulation 41 CFR Part 60. It is further agreed that Provider will comply with all appropriate Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and to termination of this Contract.

TERMINATION:

Either party may terminate this Contract, with or without cause, by providing written notice to the other party at least one hundred twenty (120) days prior to the effective termination date. Provider and WCDJFS will reconcile the Contract compensation within thirty (30) days following the one hundred twenty (120) day period.

This Contract may be terminated immediately in the event there is a loss of funding, disapproval by Federal Administrative Agency or upon discovery of noncompliance with any Federal or State Laws, Rules and/or Regulations.

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. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.

CONTRACT MONITORING:

WCDJFS will monitor the educational lectures on a continuous basis. Any findings will be discussed with Provider coordinator or other employees of the Provider.

GOVERNING LAW:

This Contract shall be constructed in accordance with, and the legal relations between the parties shall be governed by the Federal Law, laws of the State of Ohio and local laws as applicable to contracts executed and fully performed in the State of Ohio.

COMPLIANCE:

Provider and WCDJFS agree to comply with all Federal and State laws, rules regulations; auditing standards; and applicable Office of Management and Budget Circulars, State statues and the Administrative Code Rules which are applicable to the performance of this contract.

CONFIDENTIALITY OF INFORMATION:

The parties agree that they shall not use any information, systems or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standard of confidentiality that applies to the employees of either party and/or the State of Ohio. The terms of this section shall be included in any subcontract executed by either party for work under this Contract.

RESOLUTION OF DISPUTES:

The agencies agree that the Directors of WCDJFS and Provider shall resolve any disputes between the agencies concerning responsibilities under or performance of any of the terms of this Contract. In the event the Directors can not agree to an appropriate resolution to the disputes, they shall refer to Ohio Board of Regents (OBR) and ODHS for a final binding determination resolving the dispute.

INDEMNIFICATION:

Provider will defend, indemnify, protect and save WCDJFS harmless from any and all kinds of loss, claims, expenses, causes of action, costs, damages and other obligations, financial or otherwise, arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by Provider, its agents, employees, licensees, contractors or subcontractors; (b) the failure of Provider, 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 Provider, its agents, employees, licensees, contracts or subcontracts that result in injury to persons or damage to property.

ENTIFE CONTRACT:

This Contract contains the entire Contract between Provider and WCDJFS with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings or agreements not herein contained shall be of any force or effect.

NOTICES:

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

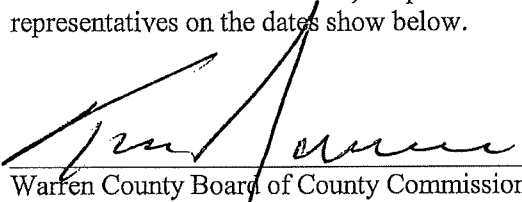
To: Warren County Job and Family Services
Division of Human Services
416 South East Street
Lebanon, Ohio 45036

To: Community Mental Health Centers of Warren County, Inc.
DBA Solutions Community Counseling and Recovery Center
975A Kingsview Drive
Lebanon, Ohio 45036

TERMS:

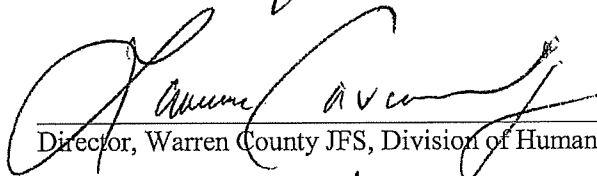
The Contract terms shall be effective from July 1, 2018 through and including June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates show below.



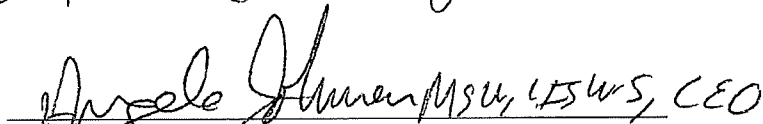
Warren County Board of County Commissioners

7/10/18
Date



Director, Warren County JFS, Division of Human Services


6/26/18
Date



Executive Director, Community Mental Health Centers
Of Warren County, Inc., DBA Solutions Community
Counseling and Recovery Centers

6-21-18
Date

APPROVED TO FORM:



~~Keith Anderson~~, Assistant Prosecutor
Adam M. Nice

6/27/18
Date

Exhibit A

Job Readiness Class Schedule – Effective July 1, 2018
OhioMeansJobs Warren County

Name _____

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
WEEK ONE	<p>8:30 - 9:30 Orientation <u>Room 1 / Holly</u></p> <p>9:30 – 11:30 What is Good Mental Health <u>Room 1 / Paul</u></p> <p>11:30 – 1:30 Computer Lab <u>Lab 3 / Gail</u> Intro to Microsoft Word 2016 and Google Docs and Drive</p>	<p>8:30 - 9:30 TABE <u>Room 4 / Holly</u></p> <p>9:30 - 11:30 Résumé Writing Lab <u>Lab 3 / Sonya</u> Résumé Building</p> <p>11:30 – 1:30 SNAP- ED <u>Room 1 / Tim</u> Nutrition Education</p>	<p>8:30 – 10:30 Interviewing Lab <u>Room 4 / Anita</u> Networking Marketing Yourself</p> <p>10:45 – 12:45 Stress Mgmt. & Self Esteem <u>Room 1 / Paul</u></p> <p>12:45 – 1:30 Interviewing Lab <u>Lab 3 / Anita</u> Dress for Success</p>	<p>8:30 – 1:30 Communication Skills Lab <u>Lab 3 / Sonya</u> Rotating Topics: Career Interest and Exploration Communicating with Co-Workers and Supervisors Communicating with Customers Employment Applications & Tips Exploring Attitudes Financial Literacy Goal Setting – Barriers to Employment</p>	
WEEK TWO	<p>8:30 – 11:30 Computer Lab <u>Lab 3 / Gail</u> Intro to Microsoft Excel 2016 and Google Sheets</p> <p>11:30 – 1:30 Workplace Essential Skills <u>Lab 3 / Holly</u> Math, Reading, or English for Employment</p>	<p>8:30 - 1:30 Résumé Writing Lab <u>Lab 3 / Sonya</u> Résumé Review and Revisions Resume Posting to OMJ/Email</p> <p>11:30 – 1:30 SNAP- ED <u>Room 1 / Tim</u> Nutrition Education</p>	<p>8:30 – 10:30 Handling Criticism & Conflict <u>Room 1 / Paul</u></p> <p>10:45 – 1:30 Interviewing Lab <u>Room 4 / Anita</u> Interviewing Skills Practice Dress for Success</p>	<p>8:30 – 1:30 Communication Skills Lab <u>Lab 3 / Sonya</u> Rotating Topics: Career Interest and Exploration Communicating with Co-Workers and Supervisors Communicating with Customers Employment Applications & Tips Exploring Attitudes Financial Literacy Goal Setting – Barriers to Employment</p> <p>1:00 – 1:30 progress TABE <u>Lab 3/ Sonya</u></p>	

All clients & instructors will observe a 15-minute break from **10:30 to 10:45 each class day.**
Second Floor – Time Clock: Third Floor – Room 1, Room 4, Lab 3

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

Resolution

Number 18-1084

Adopted Date July 10, 2018

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND LANGUAGE LINE SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to amend the contract between the Warren County Commissioners and Language Line Services on behalf of Warren County Department of Human Services for interpreting services for client telephone calls and appointments, beginning July 1, 2018 and terminating on June 30, 2020; copy of contract attached hereto and made a part hereof:

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Language Line Services
Human Services (file)

**AMENDMENT TO THE CONTRACT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES
AND
LANGUAGE LINE SERVICES**

WHEREAS, a Vendor Contract was entered into on August 18, 2005 and amended on August 24, 2006, September 20, 2007, October 16, 2008, June 23, 2009, June 15, 2010, and June 19, 2012, May 20, 2014, May 26, 2015, August 30, 2016, June 13, 2017 between the Warren County Board of Commissioners on behalf of the Warren County Department of Human Services and Language Line Services (hereinafter jointly referred to as "Parties") and,

WHEREAS, it is now the desire of the Parties to amend the Contract as follows:

- 1) The original contract was effective from August 18, 2005, to and including August 18, 2006 at a cost of \$1.50 per minute of usage. An Amendment extended the Contract to June 30, 2007 and stated the cost shall be \$1.35 per minute of usage. An Amendment under resolution 12-0841 dated June 19, 2012 extended the contract to June 30, 2014 and decreased the rate to \$1.25 per minute of usage. Resolution 14-0779 was adopted on May 20, 2014 extending the contract to June 30, 2015 at the continued rate of \$1.25 per minute. Resolution 15-0775 was adopted on May 26, 2015 renewing the current contract effective July 1, 2016 through June 30, 2017. Resolution 17-0924 renewed the current contract effective July 1, 2017 through June 30, 2018.

NOW, THEREFORE, the Parties agree to:

- 1) Renew the contract effective **July 1, 2018 through June 30, 2020.**
- 2) Continue the current rate of \$1.25 per minute.
- 3) Attachment A- Language Line Services Schedule and Fees
- 4) Cost Price Analysis

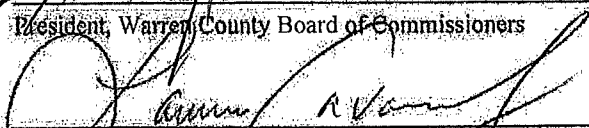
All other aspects of the Contract shall remain as entered into on August 18, 2005; August 24, 2006; September 20, 2007; October 16, 2008, June 23, 2009, June 15, 2010, June 19, 2012, May 20, 2014, May 26, 2015, and August 30, 2016 by Resolution Numbers 05-1216, 06-1426, 07-1465, 08-1591, 09-829, 10-0834, 12-0841, 14-0779, 15-0775, 16-1362, 17-0924 of the Warren County Board of Commissioners.

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



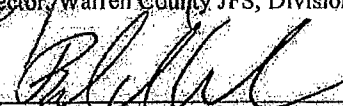
President, Warren County Board of Commissioners

Date




Director, Warren County JFS, Division of Human Services

Date



Representative, Language Line Services, Inc.

Date



Keith Anderson, Assistant Prosecutor

Date

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

Resolution

Number 17-0924

Adopted Date June 13, 2017

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND LANGUAGE LINE SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

NOW THEREFORE BE IT RESOLVED, to Amend the Contract between the Warren County Commissioners and Language Line Services on behalf of Warren County Department of Human Services for interpreting services for client telephone calls and appointments, beginning July 1, 2017 and terminating on June 30, 2018; copy of contract attached hereto and made a part hereof:

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


Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 13th day of June 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Language line Services
Human Services (file)

**AMENDMENT TO THE CONTRACT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES
AND
LANGUAGE LINE SERVICES**

WHEREAS, a Vendor Contract was entered into on August 18, 2005 and amended on August 24, 2006, September 20, 2007, October 16, 2008, June 23, 2009, June 15, 2010, and June 19, 2012, May 20, 2014, May 26, 2015, August 30, 2016 between the Warren County Board of Commissioners on behalf of the Warren County Department of Human Services and Language Line Services (hereinafter jointly referred to as "Parties") and,

WHEREAS, it is now the desire of the Parties to amend the Contract as follows:

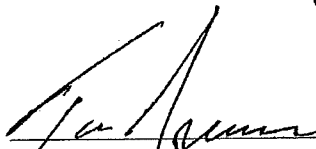
- 1) The original contract was effective from August 18, 2005, to and including August 18, 2006 at a cost of \$1.50 per minute of usage. An Amendment extended the Contract to June 30, 2007 and stated the cost shall be \$1.35 per minute of usage. An Amendment under resolution 12-0841 dated June 19, 2012 extended the contract to June 30, 2014 and decreased the rate to \$1.25 per minute of usage. Resolution 14-0779 was adopted on May 20, 2014 extending the contract to June 30, 2015 at the continued rate of \$1.25 per minute. Resolution 15-0775 was adopted on May 26, 2015 renewing the current contract effective July 1, 2016 through June 30, 2017.

NOW, THEREFORE, the Parties agree to:

- 1) Renew the contract effective **July 1, 2017 through June 30, 2018.**
- 2) Continue the current rate of \$1.25 per minute.
- 3) Attachment A- Language Line Services Schedule and Fees
- 4) Cost Price Analysis

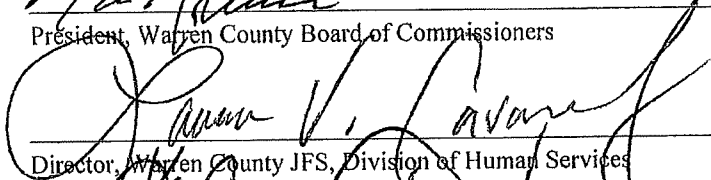
All other aspects of the Contract shall remain as entered into on August 18, 2005; August 24, 2006; September 20, 2007; October 16, 2008, June 23, 2009, June 15, 2010, June 19, 2012, May 20, 2014, May 26, 2015, and August 30, 2016 by Resolution Numbers 05-1216, 06-1426, 07-1465, 08-1591, 09-829, 10-0834, 12-0841, 14-0779, 15-0775, 16-1362 of the Warren County Board of Commissioners.

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



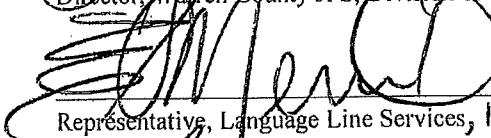
President, Warren County Board of Commissioners

6/13/17
Date



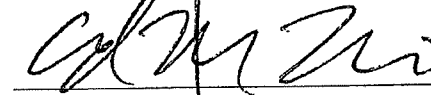
Director, Warren County JFS, Division of Human Services

4/25/17
Date



Representative, Language Line Services, Inc.

05/24/2017
Date



Keith Anderson, Assistant Prosecutor
Adam M. Nice

4/20/17
Date

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

Resolution

Number 16-1362

Adopted Date August 30, 2016

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND LANGUAGE LINE SERVICES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

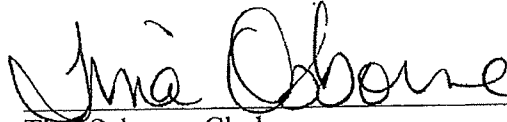
NOW THEREFORE BE IT RESOLVED, to Amend the Contract between the Warren County Commissioners and Language Line Services on behalf of Warren County Department of Human Services for interpreting services for client telephone calls and appointments, beginning July 1, 2016 and terminating on June 30, 2017; copy of contract attached hereto and made a part hereof:

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

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

Resolution adopted this 30th day of August 2016.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Language Line Services
Human Services (file)

**AMENDMENT TO THE CONTRACT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES
AND
LANGUAGE LINE SERVICES**

WHEREAS, a Vendor Contract was entered into on August 18, 2005 and amended on August 24, 2006, September 20, 2007, October 16, 2008, June 23, 2009, June 15, 2010, and June 19, 2012, May 20, 2014, May 26, 2015 between the Warren County Board of Commissioners on behalf of the Warren County Department of Human Services and Language Line Services (hereinafter jointly referred to as "Parties") and,

WHEREAS, it is now the desire of the Parties to amend the Contract as follows:

- 1) The original contract was effective from August 18, 2005, to and including August 18, 2006 at a cost of \$1.50 per minute of usage. An Amendment extended the Contract to June 30, 2007 and stated the cost shall be \$1.35 per minute of usage. An Amendment under resolution 12-0841 dated June 19, 2012 extended the contract to June 30, 2014 and decreased the rate to \$1.25 per minute of usage. Resolution 14-0779 was adopted on May 20, 2014 extending the contract to June 30, 2015 at the continued rate of \$1.25 per minute. Resolution 15-0775 was adopted on May 26, 2015 extending the current contract to June 30, 2016.

NOW, THEREFORE, the Parties agree to:

- 1) Extend the contract to June 30, 2017.
- 2) Continue the current rate of pay per minute to \$1.25.
- 3) Attachment A- Language Line Services Schedule and Fees
- 4) Cost Price Analysis

All other aspects of the Contract shall remain as entered into on August 18, 2005; August 24, 2006; September 20, 2007; October 16, 2008, June 23, 2009, June 15, 2010, June 19, 2012, May 20, 2014, and May 26, 2015 by Resolution Numbers 05-1216, 06-1426, 07-1465, 08-1591, 09-829, 10-0834, 12-0841, 14-0779, and 15-0775 of the Warren County Board of Commissioners.

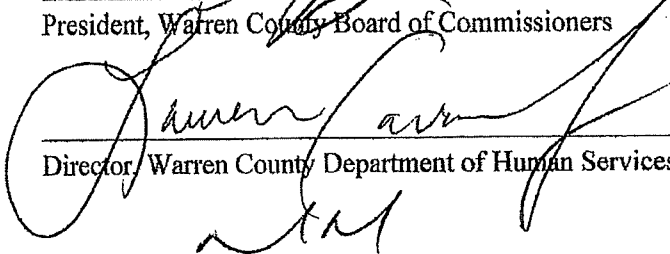
WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners

8/30/16

Date



Director, Warren County Department of Human Services

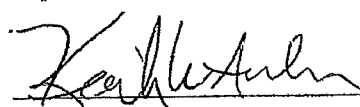
5/11/16

Date

Representative, Language Line Services

8/16/17

Date



Keith Anderson, Assistant Prosecutor

5-5-16

Date

Resolution

15-0775

May 26, 2015

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND LANGUAGE LINE SOLUTIONS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES


NOW THEREFORE BE IT RESOLVED, to Amend the Contract between the Warren County Commissioners and Language Line Solutions on behalf of Warren County Department of Human Services for interpreting services for client telephone calls and appointments, beginning July 1, 2015 and terminating on June 30, 2016; copy of contract attached hereto and made a part hereof:

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

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

Resolution adopted this 26th day of May 2015.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Language Line Solutions
Human Services (file)

**AMENDMENT TO THE CONTRACT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY JOB AND FAMILY SERVICES, DIVISION OF HUMAN SERVICES
AND
LANGUAGE LINE SERVICES**

WHEREAS, a Vendor Contract was entered into on August 18, 2005 and amended on August 24, 2006, September 20, 2007, October 16, 2008, June 23, 2009, June 15, 2010, and June 19, 2012, May 20, 2014 between the Warren County Board of Commissioners on behalf of the Warren County Department of Human Services and Language Line Services (hereinafter jointly referred to as "Parties") and,

WHEREAS, it is now the desire of the Parties to amend the Contract as follows:


- 1) The original contract was effective from August 18, 2005, to and including August 18, 2006 at a cost of \$1.50 per minute of usage. An Amendment extended the Contract to June 30, 2007 and stated the cost shall be \$1.35 per minute of usage. An Amendment under resolution 12-0841 dated June 19, 2012 extended the contract to June 30, 2014 and decreased the rate to \$1.25 per minute of usage. Resolution 14-0779 was adopted on May 20, 2014 extending the contract to June 30, 2015 at the continued rate of \$1.25 per minute.

NOW, THEREFORE, the Parties agree to:

- 1) Extend the contract to June 30, 2016.
- 2) Continue the current rate of pay per minute to \$1.25.
- 3) Attachment A- Language Line Services Schedule and Fees
- 4) Cost Price Analysis

All other aspects of the Contract shall remain as entered into on August 18, 2005; August 24, 2006; September 20, 2007; October 16, 2008, June 23, 2009, June 15, 2010, and June 19, 2012 by Resolution Numbers 05-1216, 06-1426, 07-1465, 08-1591, 09-829, 10-0834, 12-0841, and 14-0779 of the Warren County Board of Commissioners.

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners


5-26-15
Date



Director, Warren County Department of Human Services

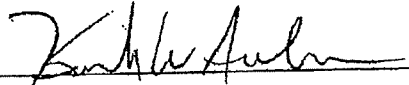
4/3/2015
Date

MICHAEL F. SCHMIDT
CHIEF FINANCIAL OFFICER
LANGUAGE LINE SERVICES



Representative, Language Line Services

04/28/2015
Date



Keith Anderson, Assistant Prosecutor

3/31/15
Date

11 8 43 12 44 5107



**Attachment A
Interpreter Services Usage Charges
and Schedule of Fees**

CUSTOMER NAME: (Parent Company): State of Ohio

CUSTOMER NUMBER

CLIENT NAME: State of Ohio

Effective July 01, 2013

Enterprise Contract: Yes

ENROLLMENT FEE:

- One time set up fee for each client identification number, which includes a detailed monthly electronic statement.....waived \$275
- Each subsequent client identification number with corresponding statementwaived \$125
- Custom 800 line.....waived \$150
- Custom Greetingswaived \$50

MONTHLY FEE:

- Monthly minimum applied against usage per client identification number.....waived \$100
- Custom 800 line maintenance.....waived \$100
- Custom greeting maintenancewaived \$10

PER MINUTE USAGE CHARGES/RATES:

- Price per minute for Language Line Services is based on the language requested and time of day.

TIERS	ALL LANGUAGES	PEAK*	NON-PEAK**
Tier 1	0 – 20,000 Minutes	\$1.25	\$1.25
Tier 2	20,001 – 40,000 Minutes	\$1.20	\$1.20
Tier 3	40,001 – 60,000 Minutes	\$1.15	\$1.15
Tier 4	60,001 – 80,000 Minutes	\$1.10	\$1.10
Tier 5	80,001 + Minutes	\$1.05	\$1.05

* Peak = 8 a.m. - 5 p.m. Monday – Friday

** Non-Peak = 5 p.m. - 8 a.m. Monday - Friday, weekends, and holidays (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas).

- There is no charge for standard toll-free access to Language Line Services.
- Per minute rates do not include international calls.

Client's Initials: _____



Attachment A Interpreter Services Usage Charges and Schedule of Fees

BILLING FEE:

- Paper Bill..... FREE
- Electronic Bill FREE
- Hierarchical Bill / Month FREE
- * Electronic Payment Waived \$25

REPORTING/INVOICING FEE:

- Historical Invoices up to 90 days..... FREE
- * Historical Invoices over 90 days..... Waived \$25

CUSTOM REPORT FEE:

- * Monthly Fee to receive custom report..... waived \$25
- Creation Fee per hour..... waived \$250

TRAINING/AWARENESS ASSISTANCE AND MATERIALS (prices subject to change):

- Training / Awareness assistance (telephone/per session)..... FREE
- Quick Reference Guides and Wallet Cards (0-50)..... FREE
- Quick Reference Guides and Wallet Cards (each additional set of 50) Waived \$30
- Language ID Cards (each set of 50) Waived \$30
- Desk Top Displays (each)..... Waived \$6.25
- Posters (each)..... Waived \$6.25
- In language marketing tools and "hold please" training kits Waived \$25
- Customized Reference and Support Materials Development (per hour) Waived \$175

INTERPRETATION APPOINTMENT FEE (for languages other than the top nine scheduled languages):

Applied per dial out waived \$105

INTERPRETER APPOINTMENT CANCELLATION FEE:

(Applicable if cancelled within 24 hours of the appointment time.):

- Spanish..... waived \$200
- * All other languages waived \$250

FCC SURCHARGE AND FEES: Fees to third party telecommunications service providers that LLS has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC). A copy of actual said fees and/or surcharges will accompany each invoice.

Fee applied for each dial out request in the North American Dial Plan (NADP) (in addition to per minute charges) waived \$6.00

Payment Terms - 2% discount for payments received by the 15th of each month (e.g. 15 days from invoice date), for the previous month's invoice.



Attachment A Interpreter Services Usage Charges and Schedule of Fees

Language Line® Document Translation

Language	Price per word From English	Price per word Into English
Arabic	\$0.17	\$0.28
Bulgarian	\$0.22	\$0.31
Chinese (Simplified)*	\$0.14	\$0.15
Chinese (Traditional)*	\$0.17	\$0.15
Farsi	\$0.18	\$0.28
French (France)	\$0.23	\$0.29
German	\$0.26	\$0.25
Italian	\$0.22	\$0.29
Japanese*	\$0.28	\$0.18
Laotian	\$0.31	\$0.43
Macedonian	\$0.29	\$0.23
Portuguese (Brazil)	\$0.17	\$0.22
Portuguese (Portugal)	\$0.20	\$0.22
Russian	\$0.17	\$0.22
Spanish (Latin)	\$0.14	\$0.20
Spanish (Spain)	\$0.20	\$0.20
Thai	\$0.26	\$0.26
Ukrainian	\$0.20	\$0.22
Korean*	\$0.20	\$0.25
Vietnamese	\$0.26	\$0.26

* Into English pricing is per character

Language Line

LANGUAGE LINE SERVICES, INC. AGREEMENT FOR LANGUAGE LINE[®] INTERPRETER SERVICES WITH WARREN COUNTY JOB AND FAMILY SERVICES

Language Line Services, Inc., a Delaware corporation ("Language Line Services") and you, the Customer, agree that the terms and conditions of this Agreement shall apply to Language Line[®] Over-the-Phone Interpreter Services ("Interpreter Services") provided by Language Line Services to you.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement will become effective upon signing by both parties and will continue in effect for the initial term set forth in Attachment A, unless either terminated as set forth in Section 11 of this Agreement. Upon the expiration of the initial term and period, this Agreement will be automatically renewed for similar one-year periods unless either party provides written cancellation notice to the other at least sixty (60) days prior to the expiration of the then-current one-year period. Upon receipt of a timely cancellation notice by either party, this Agreement will terminate at the end of the then-current one-year period. Interpreter Services will not be available until Customer has been successfully tracking on use of the Interpreter Services and is assigned a Client Identification Number.
- 2. PAYMENT TERMS.** During the Term of this Agreement, usage charges for Interpreter Services will be billed monthly at the rates set forth in Attachment A. Customer agrees to pay all properly invoice charges for Interpreter Services within thirty (30) days of the invoice date. Service will accrue from the date on which payment is due in a one (1) cent per month or the maximum rate permitted by applicable law. Services will be sent to the Customer billing address shown in Attachment B, or to such other address as Customer may specify by giving written notice to Language Line Services. Customer agrees that any restrictive covenants, conditions or other limitations on or accompanying checks of other payments accepted by Language Line Services shall have no legal effect.
- 3. USE OF SERVICE.** Customer represents that (1) Interpreter Services will be used for its own internal purposes and not for resale and (2) Customer will not use the Interpreter Services in any manner that may violate any applicable statute or government regulation. Customer will indemnify, defend and hold Language Line Services, its affiliates and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.
- 4. CONFIDENTIALITY.** Language Line Services will not disclose any information derived from Customer's communications, any use of any or purposes, specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information which is or becomes generally known to the public through no act or omission of Language Line Services, its affiliates or employees, has been received in confidence by third parties, is required by law, is requested by a government agency, or is otherwise lawfully obtained. Customer agrees to indemnify, defend and hold Language Line Services, its affiliates and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.
- 5. UNAUTHORIZED USE OF SERVICE.** Customer agrees to safeguard its Client Identification Number against use by unauthorized persons. Customer shall be solely and fully responsible for charges resulting from use of its Client Identification Number, whether or not such use is authorized.
- 6. LIMITED WARRANTIES.** LANGUAGE LINE SERVICES WILL PERFORM INTERPRETER SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS, EXCEPT AS OTHERWISE SET FORTH ABOVE, LANGUAGE LINE SERVICES MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, ABOUT INTERPRETER SERVICES. LANGUAGE LINE SERVICES DOES NOT WARRANT THE AVAILABILITY OF INTERPRETERS FOR ALL LANGUAGE PAIRS AT ALL TIMES, AND LANGUAGE LINE SERVICES SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S COMPLAINTS THAT OVER-THE-PHONE INTERPRETATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES, LANGUAGE LINE SERVICES MAY MONITOR OR RECORD CALLS FOR QUALITY ASSURANCE.
- 7. LIMITATION OF LIABILITY.**
 - A. FOR PURPOSES OF THE EXCLUSIVE REMEDY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION, "LANGUAGE LINE SERVICES" SHALL BE DEEMED TO INCLUDE LANGUAGE LINE SERVICES ITS AFFILIATES, AND THEIR RESPECTIVE SUCCESSORS, EXECUTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS AND INTERPRETERS (WHETHER EMPLOYEES OR INDEPENDENT CONTRACTORS), AND "DAMAGES" WILL REFER COLLECTIVELY TO ALL INJURY, DAMAGE, LOSS OR EXPENSE INCURRED.**
 - B. EXCEPT FOR OBLIGATIONS UNDER SECTION 8 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW: (A) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGOTIATING, SHALL BE LIMITED TO THE LESSER OF: (I) THE AMOUNT PAID BY CUSTOMER WITHIN THE PREVIOUS 48 MONTHS FOR THE INTERPRETER SERVICES, OR (II) \$50,000; AND (B) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGES) HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.**
- 8. FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control and the party makes no warranty about its performance. This provision does not apply to the party's obligations to pay for services provided.
- 9. NOTICE.** All notices required or permitted to be given under this Agreement must be in writing and delivered in person or by means addressed by a delivery service to the other party at the address shown in Attachment B and will be effective upon receipt.

Language Line

- 10. **ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Language Line Services may assign its right to payment and may assign this Agreement to an affiliate or successor company.
- 11. **TERMINATION.**
 - A. If (1) Customer fails to pay any charge when due and the failure continues for seven (7) days after receipt by Customer of written notice of the failure from Language Line Services or (2) Customer fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Customer of written notice of the failure from Language Line Services, then in either case Customer shall be in default and Language Line Services may terminate this Agreement and exercise any available rights or remedies.
 - B. If Language Line Services fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from Customer, Language Line Services shall be in default and Customer may terminate this Agreement and exercise any available rights or remedies.
 - C. Upon termination of this Agreement for any reason, Customer shall pay, within thirty (30) days of invoice, charges for all services rendered prior to the effective date of termination.
- 12. **ENTIRE AGREEMENT.** This Agreement is the parties' entire agreement relating to the subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or inconsistent terms of any order, order acknowledgment, or other communication between the parties relating to the subject matter during the term of this Agreement. Its provisions in this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which carries closest to the unsevered provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 13. **WAIVER OF REMEDY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any construction of non-enforcement.
- 14. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
- 15. **NO THIRD PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Language Line Services to any third party, including, without limitation, any person participating in or the subject of negotiations in which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Language Line Services, its affiliates or their respective successors.
- 16. **CHOICE OF LAW.** Any action related to this Agreement will be governed by California law and controlling U.S. Federal law. No choice of law or jurisdiction will apply.
- 17. **INFORMATION OF ATTACHMENTS.** Attachment A (Customer Charges) and B (Customer Contact Information) are incorporated herein.
- 18. **CUSTOMER AFFILIATES.** This Agreement will serve to cover Customer, Customer's Affiliates (as defined below), and former locations. Customer and its Affiliates will be provided separate bills under this Agreement. An Affiliate may request Interpreter Services from Language Line Services, may sign orders, and the performance of Interpreter Services for any such Affiliate, that be deemed to be pursuant to the terms and conditions of this Agreement, and the term Customer shall be deemed to refer to the Affiliate. Language Line Services will act as the Affiliate under separate bills for Interpreter Services performed by Language Line Services for the Affiliate; provided, however, that Customer shall indemnify Language Line Services, and shall otherwise be ultimately responsible, for any acts or omissions of an Affiliate, including but not limited to any failure to pay or properly invoice charges for Interpreter Services rendered to the Affiliate. The parties agree that the term Affiliate includes (1) a company, whether incorporated or not, which owns, controls or controls a majority interest in Customer (the parent company); and (2) a company, or affiliate, or subsidiary, or joint venture whether incorporated or not, in which a 50% or greater interest is owned, either directly or indirectly, by Customer or its parent company. Indicate here if you are an Affiliate of the Customer by signing up and of this Agreement.

Your signature below acknowledges that you have read, understood and agree to the terms and conditions above and those on Attachment A.

Customer Name: Walter C. Bishop, Job Family Services Language Line Services, Inc.
 Accepted by (Signature): Doris F. Bishop Accepted by (Signature): Jeffrey Bruce
 Type or print name: Doris F. Bishop Type or print name: Jeffrey Bruce
 Type or print title: Director Type or print title: Contractor

Date: _____ Date: _____
 APPROVED AS TO FORM: [Signature] Date: 8-18-05
 Keith W. Anderson, President, Warren County Commission
 Approved as to Form: [Signature] Date: _____
 Keith W. Anderson, President, Warren County Commission

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

Resolution

Number 18-1085

Adopted Date July 10, 2018

APPROVE AND ENTER INTO AGREEMENT WITH OHIO-KENTUCKY-INDIANA
REGIONAL COUNCIL OF GOVERNMENTS

BE IT RESOLVED, to approve and enter into contract with Ohio-Kentucky-Indiana Regional
Council of Governments for 2019 funding; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OKI Regional Council of Government
Commissioners' file
OMB

AGREEMENT

THIS AGREEMENT is effective on the 1st day of July 2018, by and between the OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS, herein called the "Council" and WARREN COUNTY, OHIO herein called the "Funding Agency".

WHEREAS, the Funding Agency has determined that it has a need for regional planning operations and that such regional planning operations can be most advantageously pursued through Federally-assisted comprehensive regional planning services; and

WHEREAS, the Council has been organized to and does provide continuing comprehensive regional planning services through Federally-assisted projects in the regional area composed of Boone, Campbell and Kenton Counties in the Commonwealth of Kentucky; Butler, Clermont, Hamilton and Warren Counties in the State of Ohio; and Dearborn County in the State of Indiana, herein called the "OKI Region"; and

WHEREAS, the Council requires financial support from the Funding Agency in order to continue its regional planning activities and

WHEREAS, the Funding Agency, upon due consideration, has determined that the continued operation of council is necessary and vital function for the metropolitan region of which this funding Agency is part.

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

1. The Funding Agency shall pay the Council the sum of \$75,531.00. Said amount shall be paid in two installments; the first installment in an amount of \$37,765.50 to be due at contract execution and the second installment of \$37,765.50 to be due December 1, 2018.

2. In consideration of such payments, the Council or assignee shall render regional

planning services to the Funding Agency and to the OKI Region. Said services may include, but are not limited to, the following items specified in the Fiscal Year 2019 Operating Budget of the council: Transportation Planning, Mass Transit Planning, Regional Planning, Economic Development Activities, Air Quality Planning, Water Quality Planning and Ridesharing Activities, as more specifically described in applicable contracts between the Council and agencies of the United States government, which have been executed and which may be from time to time executed, all of which are on file with the Council and available upon request to the Funding Agency.

3. The term of this Agreement shall be from the date first written above through the end of the Council's fiscal year, June 30, 2019, and until all payments contracted for hereunder have been made.

4. It is understood and agreed by the parties hereto that the Council may assign its rights hereunder to a lending institution. Upon written notification by Council and such institution of such assignment, the Funding Agency agrees to make payments pursuant to Paragraph 1 hereof as directed in such writing and the Council agrees that payments made pursuant to such an assignment shall discharge the Funding Agency's obligation to the Council hereunder the same as if such payments were made directly to the Council. This Agreement shall not be assignable otherwise than as set forth herein.

5. The funding Agency represents to the Council that:

- a) The Funding Agency has the power to enter into this agreement;
- b) The Funding Agency has taken all such actions as may be necessary to lawfully appropriate funds sufficient to make the payments called for in this Agreement;
- c) The Funding Agency has taken all action as may be necessary to lawfully

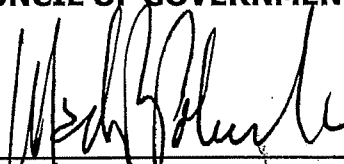
execute this agreement;

d) When executed, this Agreement shall be a legal, enforceable and binding obligation upon The Funding Agency in accord with its terms.

6. This Agreement contains all the terms agreed upon between the parties with respect to the subject matter thereof. This Agreement may be amended or modified only by a written instrument executed by both parties.

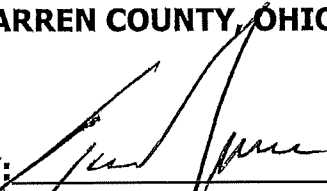
IN WITNESS THEREOF, this Agreement to have been executed by authorized officers or agents, on this 10th day of July, 2018.

**OHIO-KENTUCKY-INDIANA REGIONAL
COUNCIL OF GOVERNMENTS**

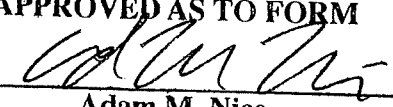
BY: 
MARK R. POLICINSKI, EXECUTIVE DIRECTOR

Toni Gleason
ATTEST

WARREN COUNTY, OHIO

BY: 
WARREN COUNTY BOARD OF
COMMISSIONERS

ATTEST

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 18-1086

Adopted Date July 10, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO ON-THE-JOB-TRAINING AGREEMENTS ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into On-the-Job-Training Agreements with the following companies, as attached hereto and made part hereof:

E-Beam Services
2775 Henkle Drive
Lebanon, Ohio 45036

JBM Envelope
2850 Henkle Drive
Lebanon, Ohio 45036

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)



Butler County
Clermont County
Warren County
A proud partner of the
American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between **E-Beam Services Inc** (EMPLOYER) and **OhioMeansJobs | Warren County (OMJ|BCW) Area 12**. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on July 1, 2018 and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCW WIOA AREA 12.

The EMPLOYER and OMJ | BCW WIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: E-Beam Services Inc
Address: 2775 Henkle Dr, Lebanon, OH 45036

Kim Hill 6-20-18
Authorized Signature Date

Kim Hill Mfg. Eng.
Printed Name and Title

Kim.Hill@ebeamservices.com
Contact Person and E-mail Address

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Tom Grossmann 7/10/18
Authorized Signature Date

Tom Grossmann, President
Printed Name and Title

Tom.Grossmann@co.warren.oh.us
Contact Person and E-mail Address

OJT Requirements

Keith W. Anderson
Asst. Prosecuting Attorney



KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

OFFICES OF WARREN COUNTY, OHIO

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24090

Lebanon, Ohio

Date 06/26/18

Vendor Name E Beam Services Inc

Vendor # 12634

Fund # 258

Street 2775 Henkle Dr

Trans. Code _____

Subfund # _____

City, State, Zip Lebanon, OH 45030

Prog. Code _____

Function # 5800

Remittance Address (Required)

Class. Code _____

Object # 400

Street Same

Subaccount _____

City, State, Zip _____

Memo OJT'S

Total P.O. Amount 7,000-

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	OJT'S - Adult training & reimbursement	7,000-

OFFICE OR DEPARTMENT

OMIS

SIGNATURE & TITLE

Nelly Feely Director

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

It is hereby certified that the amount (\$ 7,000.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of OMIS

County Commissioners
(If Applicable)

Anna Osborne

Fund free from any obligation or certification now outstanding.

Date Posted 6/26, 2018

By Jeff Holgren Deputy MATT NOLAN, AUDITOR

Date Approved: 6/26/18

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF



**Butler County
Clermont County
Warren County**
A proud partner of the
American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

OJT Agreement No.: 0000-00000

This On-the-Job Training (OJT) Agreement is between JBM Envelope (EMPLOYER) and OhioMeansJobs | Warren County (OMJ|BCW) Area 12. Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by the OMJ | BCW WIOA AREA 12 and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act Programs is the responsibility of OMJ | BCW WIOA AREA 12. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio and the W.I.O.A. Program Administrator of OMJ | BCW WIOA AREA 12. Payments are subject to receipt of funds from the State of Ohio.

This agreement is effective on July 1, 2018 and shall remain in effect through June 30th, 2019 or earlier when all Training Plans initiated through are completed.

The EMPLOYER will be paid a percentage (up to 50%) of each Trainee's regular wages as specified in the individual's training plan during the Training Period, up to \$8000. The Local Workforce Agency must approve all Trainees and Training Plans prior to the beginning of the Training Period. Payments may be requested on the day Training is completed (25%) and when the Retention Period is completed (25%). If the employee quits or leaves employment for reasons completely beyond the control of the employer, the employer may be eligible for the individual's qualifying wages. Payments must be requested within 30 calendar days after the end of the Training or Retention Period, using the OJT Invoice Form specified by the Local Workforce Area. Late invoice submission may void payment rights.

OJT Requirements that follow are included by reference. The OJT Employer Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OMJ | BCWWIOA AREA 12.

The EMPLOYER and OMJ | BCWWIOA AREA 12 agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:

Company Name: JBM Envelope
Address: 2850 Henkle Drive, Lebanon, OH 45036

FOR OMJ | BCW WIOA AREA 12 :

Name: Warren County Board of Commissioners on behalf of OhioMeansJobs | Warren County
Address: 300 East Silver St. Lebanon, OH 45036
Main Phone No. 513-695-1130
Fax: 513-695-2985

Ashtley Caudill 6/20/2018
Authorized Signature Date

Tom Grossmann 7/19/18
Authorized Signature Date

Ashtley Caudill, HR Specialist
Printed Name and Title

Tom Grossmann, President
Printed Name and Title

Ashtley.Caudill@acaudill@jbmenvelope.com
Contact Person and E-mail Address

Tom.grossmann@co.warren.oh.us
Contact Person and E-mail Address

OJT Requirements

APPROVED AS TO FORM

Keith W. Anderson

Keith W. Anderson
Asst. Prosecuting Attorney



Butler County
Clermont County
Warren County

A proud partner of the
American Job Center network

OJT Employer Agreement Form

Where Talent Meets Opportunity

KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OMJ | BCWWIOA AREA 12 staff will help with training design.

Trainee Regular Wages: These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 per trainee or up to 50% of the trainee's regular wages during the training period.

Contact your OMJ | BCWWIOA AREA 12 representative within 30 days if a Trainee quits or is fired.

APPLICABLE LAWS AND RULES

1. The EMPLOYER shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to the Fair Labor Standards Act, as amended, which deal with or are related to employment of persons who perform work or are trained under this Agreement.
2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A. under this Agreement.
5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OMJ | BCWWIOA AREA 12 will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. OMJ | BCWWIOA AREA 12 in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
8. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.
9. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
10. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
11. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
12. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
13. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act and as amended.
14. EMPLOYER agrees to hold harmless OMJ | BCWWIOA AREA 12 for ineligible costs and insures that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OMJ | BCWWIOA AREA 12 and insure that OMJ | BCWWIOA AREA 12 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
15. Funds may not be redistributed hereunder without approval of OMJ | BCWWIOA AREA 12 and amendment to the Agreement.
16. Employer shall not use any part of the funds received pursuant to this agreement to employ persons to whom employer is related by consanguinity or marriage.

OhioMeansJobs | Warren County

300 East Silver St. Lebanon, OH 45005 | P 513.695.1130 | F 513.695.2989 | <http://ohiomeansjobs.com/warren>

WIOA 130 OJT Agreement (Rev. 11/30/2017)



17. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through Workforce Innovation and Opportunity Area administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
18. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
19. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
20. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services, The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
21. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of the Agreement impossible.

TRAINEES

1. Only those persons determined eligible by OMJ | BCWWIOA AREA 12 will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum OJT reimbursement per trainee is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.

RECORDS



1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun; and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A.
2. The Employer agrees that authorized representatives of OMJ | BCWWIOA AREA 12 shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OMJ | BCWWIOA AREA 12, State of Ohio, U.S. Department of Labor (DOL) and/or Comptroller General of the United States may deem necessary, there shall be made available to OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OMJ | BCWWIOA AREA 12, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OMJ | BCWWIOA AREA 12.

AGREEMENT TERMINATION

1. The performance of work under this Agreement may be terminated by OMJ | BCWWIOA AREA 12 or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
 - A.) Termination for cause:
OMJ | BCWWIOA AREA 12 may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OMJ | BCWWIOA AREA 12 shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
 - B.) Termination for convenience:
OMJ | BCWWIOA AREA 12 or EMPLOYER may terminate the Agreement in whole, or in part, without cause upon thirty (30) days written notice of termination to the other party. Notice of termination shall be sent or otherwise delivered to the persons signing this Agreement. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OMJ | BCWWIOA AREA 12 shall allow full credit to EMPLOYER for the Federal share of the noncancellable obligations, properly incurred EMPLOYER prior to termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OMJ | BCWWIOA AREA 12 for damages sustained by OMJ | BCWWIOA AREA 12 as a result of the breach of the Agreement, including without limitation EMPLOYER'S duty to reimburse all sums improperly paid hereunder by OMJ | BCWWIOA AREA 12 to the EMPLOYER.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act, either by the act of Congress or administratively by the President of the United States, OMJ | BCWWIOA AREA 12 reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

MODIFICATION

1. The EMPLOYER and OMJ | BCWWIOA AREA 12 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, that are mutually agreed upon between OMJ | BCWWIOA AREA 12 and the EMPLOYER, shall be incorporated by written amendment to this Agreement.

OFFICES OF WARREN COUNTY, OHIO

2018

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 23761

Lebanon, Ohio

Date 01-01-18

Vendor Name JBM Envelope

Vendor # 2969

Fund # 258

Street 2850 Henkle Dr

Trans. Code _____

Subfund # _____

City, State, Zip Lebanon, OH 45036

Prog. Code _____

Function # 5800

Remittance Address (Required)

Class. Code _____

Object # 400

Street Same

City, State, Zip _____

Subaccount _____

Memo OJT'S

Total P.O. Amount 4,000.- ✓

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Reimbursement for on-the-job training for WIOA participants	4,000.-

OFFICE OR DEPARTMENT

Ohio Means Jobs Warren County

SIGNATURE & TITLE

Matt Felty Director ✓

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

It is hereby certified that the amount (\$ 4000.-) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of

County Commissioners
(If Applicable)

Fund free from any obligation or certification now outstanding.

Date Posted 1-5 2018

By [Signature] Deputy MATT NOLAN, AUDITOR

Date Approved _____

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF CONTRACT/OBLIGATION.

OFFICES OF WARREN COUNTY, OHIO

2018

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 23761

Lebanon, Ohio

Date 01-01-18

Vendor Name JBM Envelope

Vendor # 2969

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Street 2850 Henkle Dr

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City, State, Zip Lebanon, OH 45036

Prog. Code

Function # 5800

Remittance Address (Required)

Class. Code

Object # 400

Street Same

City, State, Zip

Subaccount

Memo OST's

Total P.O. Amount 4,000.-

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Reimbursement for on-the-job training for WIOA participants	4,000.-

OFFICE OR DEPARTMENT

Ohio Means Jobs Warren County

SIGNATURE & TITLE

West Felty Director

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

It is hereby certified that the amount (\$ 4000.-) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of

County Commissioners (If Applicable)

Fund free from any obligation or certification now outstanding.

Date Posted 1-5 2018

By MATT NOLAN, AUDITOR Deputy

Date Approved

This order not valid unless County Auditor's Certificate is signed.

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Resolution

Number 18-1087

Adopted Date July 10, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreements with the following educational institutions, as attached hereto and made part hereof:

Breakthrough Performance Group
6693 Liberty Park Drive
Liberty, Township, Ohio 45044

Max Technical Training
4900 Parkway Drive
Mason, Ohio 45040

Dental Assistant Pro
767 Columbus Avenue
Lebanon, Ohio 45036

Sinclair Community College
444 West Third Street
Dayton, Ohio 45402

Great Oaks Institute of Technology
and Career Development
3254 East Kemper Road
Cincinnati, Ohio 45241

Southern State Community College
100 Hobart Drive
Hillsboro, Ohio 45133

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Breakthrough Performance Group, 6693 Liberty Park Drive, Liberty Township, Ohio 45044**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2019. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

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

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

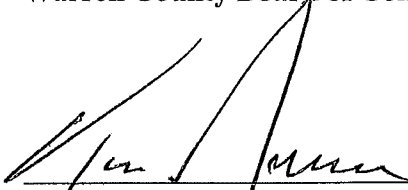
Assurances and Certifications:

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

Signature Page

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

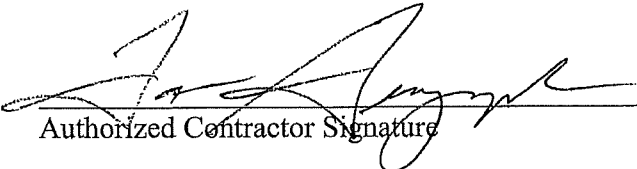
Warren County Board of Commissioners



Tom Grossmann, President

7/10/18
Date

Contractor



Authorized Contractor Signature

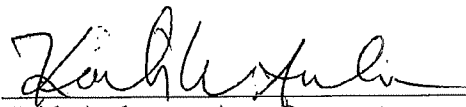
8/27/18
Date

Breakthrough Performance Group, LLC

Typed Name of Authorized Contractor

8/27/18
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-14-18
Date

OFFICES OF WARREN COUNTY, OHIO

2018

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 20582

Lebanon, Ohio

Date 01-01-18

Vendor Name Breakthrough Performance

Vendor # 12055

Fund # 258

Street 6093 Liberty Park Dr. Group

Trans. Code

Subfund #

City, State, Zip Liberty Township, OH 45004

Prog. Code

Function # 5800

Remittance Address (Required)

Class. Code

Object # 663

Street Same

City, State, Zip

Subaccount

Memo ITAS-WIOA

Total P.O. Amount 5,000.- ✓

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
2	Required tuition, fees, workbooks, textbooks	5,000.-
1	media for WIOA participants	

OFFICE OR DEPARTMENT

Ohio Means Jobs Warren County

SIGNATURE & TITLE

Matt Foley Director ✓

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

County Commissioners
(If Applicable)

It is hereby certified that the amount (\$ 5000.-) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of

Fund free from any obligation or certification now outstanding.

Date Posted 1-5-2018

By M. Nolan Deputy MATT NOLAN, AUDITOR

Date Approved

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF CONTRACT/OBLIGATION.

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Dental Assistant Pro, 767 Columbus Avenue, Lebanon, Ohio 45036**, hereinafter referred to as "Contractor".

Purpose:

This agreement is entered into in order that the Contractor may provide occupational trainings such as Dental Assistant Training and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2019. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

1. OMJWC or the Contractor may, with the written concurrence of the other party, modify the conditions for training outlined in this Agreement. If any such change

causes a modification in the cost or time required for the completion of services under this Agreement, the modification shall be signed by both parties before the change becomes effective.

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

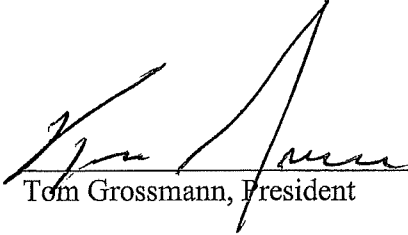
Assurances and Certifications:

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

Signature Page

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

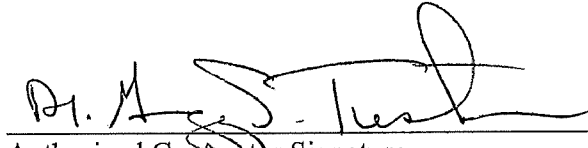
Warren County Board of Commissioners



Tom Grossmann, President

7/10/18
Date

Contractor



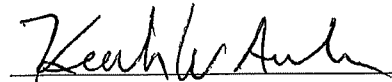
Authorized Contractor Signature

6/28/2018
Date

Gregg Testerman
Typed Name of Authorized Contractor

6-28-18
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-14-18
Date

OFFICES OF WARREN COUNTY, OHIO

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24092

Lebanon, Ohio

Date 6/29/19

Vendor Name Dental Assistant Pr
 Street 767 Columbus Ave
 City, State, Zip Lebanon, OH 45036
 Remittance Address (Required)
 Street _____
 City, State, Zip _____

Vendor # 76495 Fund # 258
 Trans. Code _____ Subfund # _____
 Prog. Code _____ Function # 5800
 Class. Code _____ Object # ~~4700~~ 663
 Subaccount _____

Memo ITAs W/IOA

Total P.O. Amount 1000

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	<u>Required follow fees, workbooks, textbooks</u>	<u>1000</u>
	<u>media for WIOA partic' parts</u>	

OFFICE OR DEPARTMENT
Ohio Means Jobs

SIGNATURE & TITLE
Matt Nolan Director

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

County Commissioners
 (If Applicable)

It is hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of _____

Fund free from any obligation or certification now outstanding.

Date Posted _____ 20 _____

By _____ Deputy **MATT NOLAN, AUDITOR**

Date Approved _____

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Great Oaks Institute of Technology and Career Development, 3254 East Kemper Road, Cincinnati, Ohio 45241**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2018. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

not be paid until the trainee has completed classroom training necessary to prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

4. The Contractor agrees to reduce OMJWC's financial obligation for tuition, fees and books equal to each funded trainee's financial aid award from the Ohio Instructional Grant, Supplemental Education Opportunity Grant and/or Pell Grant. The distribution of the awards should appear as a reduction of tuition cost on the regular invoice for each term. The Contractor is responsible for disclosing to OMJWC all sources of grants, entitlements and /or scholarships to avoid cost duplication, with verification, upon request, of the amounts and dispositions of the PELL, OIG and/or SEOG, if such awards are applicable. The amount of these funding sources being applied to fees and tuition is to be clearly indicated on all invoices sent to OMJWC for payment.
5. The Contractor will begin training on the effective date as specified on the letter of authorization and/or the Individual Training Account and will perform subsequent written revisions and modifications relative thereto as negotiated with and approved by OMJWC. No changes will be made in training curriculum or dates without prior written approval from OMJWC.
6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
7. The Contractor shall, through the signature of class instructors or designated school personnel, be required to verify trainee attendance on a monthly basis and provide copies of all trainee grade transcripts or, if applicable, general progress reports or changes in enrollment status to OMJWC.
8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.

9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.
10. If an adverse action is taken against any trainee, such trainee will be given an opportunity to be heard and have his/her case considered under the established appeal procedures of the Contractor.
11. The Contractor shall repay to OMJWC amounts found not to have been expended in accordance with the Workforce Innovation & Opportunity Act and/or the Welfare Reform Act. OMJWC may offset such amounts against any other amount to which the Contractor is or may be entitled to unless OMJWC determines the Contractor should be held liable due to mis-expenditure of funds due to willful disregard of the Acts, gross negligence and/or failure to observe accepted standards of administration.
12. The Contractor will share with OMJWC staff all WIOA and/or NEG required follow-up information obtained on each WIOA/NEG-funded trainee and program performance information requested by Area 12.
13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

Responsibilities of OMJWC:

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

General Provisions:

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

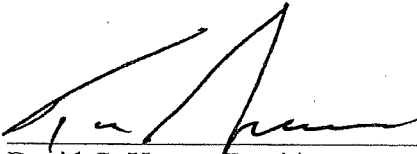
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

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

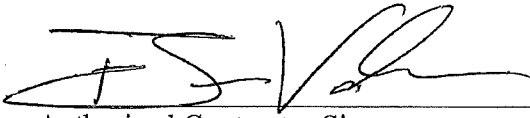
Warren County Board of Commissioners



David G. Young, President
Tom Grossmann

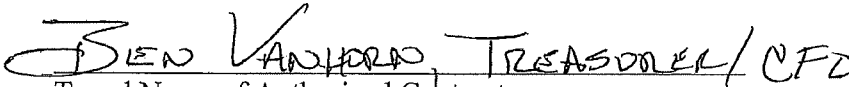
7/10/18
Date

Contractor



Authorized Contractor Signature

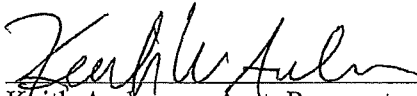
6/14/2018
Date



Typed Name of Authorized Contractor

6/14/2018
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-20-18
Date

OFFICES OF WARREN COUNTY, OHIO

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24093 Lebanon, Ohio Date 6/29/19

Vendor Name Great Oaks Institute of Technology and Career Development Vendor # 85798 Fund # 75F
 Street _____ Trans. Code _____ Subfund # _____
 City, State, Zip _____ Prog. Code _____ Function # 5800
 Remittance Address (Required) _____ Class. Code _____ Object # 663 ~~663~~
 Street PO Box 636152 _____ Subaccount _____
 City, State, Zip Cincinnati, OH 45263

Memo ITA's WIOA Total P.O. Amount 1000

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Required tuition, fees, workbooks, textbooks	1000
	media for wioa participants	

OFFICE OR DEPARTMENT
Ohio Means Jobs

SIGNATURE & TITLE


COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

It is hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of _____

County Commissioners
 (If Applicable)

Fund free from any obligation or certification now outstanding.
 Date Posted _____ 20_____
 By _____ Deputy **MATT NOLAN, AUDITOR**

Date Approved _____

This order not valid unless County Auditor's Certificate is signed.

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Max Technical Training, 4900 Parkway Drive, Mason, Ohio 45040**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2019. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

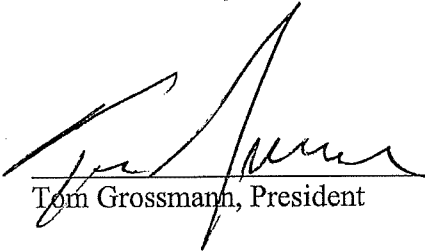
Assurances and Certifications:

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

Signature Page

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

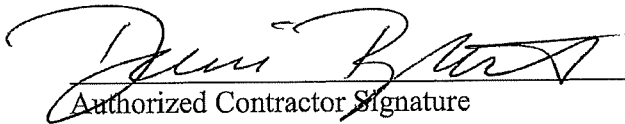
Warren County Board of Commissioners



Tom Grossmann, President

7/10/18
Date

Contractor



Authorized Contractor Signature

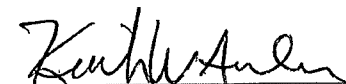
6/27/18
Date

MAX Technical Training
Denise Bartock

Typed Name of Authorized Contractor

6/27/18
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-14-18
Date

OFFICES OF WARREN COUNTY, OHIO
PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24083 Lebanon, Ohio Date 05-18-18

Vendor Name Max Technical Training Inc Vendor # 10820 Fund # 258
 Street 4900 Parkway Dr. Suite 160 Trans. Code _____ Subfund # _____
 City, State, Zip Mason, OH 45040 ✓ Prog. Code _____ Function # 5806
 Remittance Address (Required) Class. Code _____ Object # 663 ✓
 Street same Subaccount _____
 City, State, Zip _____

Memo ITA'S Total P.O. Amount 13,000.00 ✓

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Required tuition, fees, workbooks, textbooks	13,000.00
	1/2 media for WIOA participants	

RECEIVED
 2018 MAY 18 AM 9:25
 MATT NOLAN, AUDITOR
 WARREN COUNTY, OHIO

OFFICE OR DEPARTMENT Ohio Means Jobs SIGNATURE & TITLE [Signature] Supervisor

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

It is hereby certified that the amount (\$ 13,000.00) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of OMJ

County Commissioners
 (If Applicable)

Fund free from any obligation or certification now outstanding.
 Date Posted 5/18/2018
 By [Signature] Deputy MATT NOLAN, AUDITOR

Date Approved _____

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF CONTRACT/OBLIGATION.

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Sinclair Community College, 444 West Third Street, Dayton, Ohio 45402**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational skills trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electrical technologies, building and machine trades industrial trades, fire and police technologies, heating and air conditioning and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2019. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

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

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

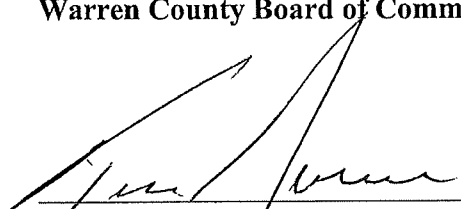
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, national origin, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

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

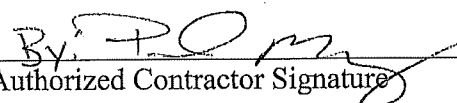
Warren County Board of Commissioners



Tom Grossmann, President

7/10/18
Date

Contractor

By: 

Authorized Contractor Signature

6/28/2018
Date


Sinclair Community College

Typed Name of Authorized Contractor

Director of Business Services

Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-14-18
Date

OFFICES OF WARREN COUNTY, OHIO

2018

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24070

Lebanon, Ohio

Date 01-01-18

Vendor Name Sinclair Community College

Vendor # 19075

Fund # 258

Street 444 W Third St.

Trans. Code _____

Subfund # _____

City, State, Zip Dayton, OH 45402

Prog. Code _____

Function # 5800

Remittance Address (Required)

Class. Code _____

Object # 663

Street Same

City, State, Zip _____

Subaccount _____

Memo ITA'S - WIOA

Total P.O. Amount \$5,000.- ✓

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Required tuition, fees, workbooks, textbooks	15,000.-
	3 media for approved WIOA participants	

OFFICE OR DEPARTMENT

OhioMeansJobs - Warren County

SIGNATURE & TITLE

Kelly Jett Director ✓

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

County Commissioners
(If Applicable)

It is hereby certified that the amount (\$ 15,000.-) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of

Fund free from any obligation or certification now outstanding.

Date Posted 1-5-2018

By Matt Nolan Deputy MATT NOLAN, AUDITOR

Date Approved _____

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF CONTRACT/OBLIGATION.

ORIGINAL

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Southern State Community College, 100 Hobart Drive, Hillsboro, Ohio 45133**, hereinafter referred to as “Contractor”.

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational skills trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electrical technologies, building and machine trades industrial trades, fire and police technologies, heating and air conditioning and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2019. The Contractor understands that this Agreement is contingent upon the OMJWC’s receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

prepare his/her for passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

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

reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

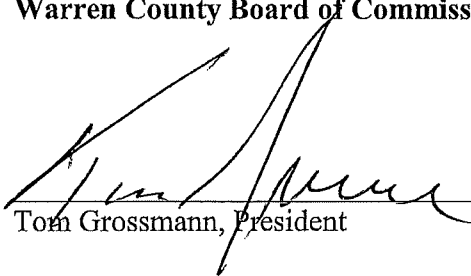
Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, national origin, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

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


Warren County Board of Commissioners



Tom Grossmann, President

7/10/18
Date

Contractor



Authorized Contractor Signature

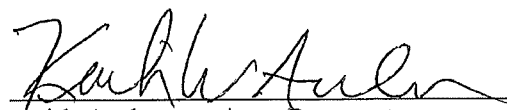
6/28/18
Date

Nicole Roades

Typed Name of Authorized Contractor

6/28/18
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-14-18
Date

OFFICES OF WARREN COUNTY, OHIO

2018

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24071

Lebanon, Ohio

Date 01-01-18

Vendor Name Southern State Community College

Vendor # 19073

Fund # 258

Street 100 Hobart Dr.

Trans. Code _____

Subfund # _____

City, State, Zip Hillsboro, OH 45133

Prog. Code _____

Function # 5800

Remittance Address (Required)

Class. Code _____

Object # 6063

Street PO Box 880

City, State, Zip Hillsboro, OH 45133

Subaccount _____

Memo ITA'S - WIOA

Total P.O. Amount 7,000.- ✓

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Required tuition, fees, workbooks, textbooks	7,000.-
	media for WIOA participants	

OFFICE OR DEPARTMENT

Ohio Means Jobs - Warren County

SIGNATURE & TITLE

Matt Felts Director ✓

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)

It is hereby certified that the amount (\$ 7,000.-) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of

OMJ

County Commissioners
(If Applicable)

Fund free from any obligation or certification now outstanding.

Date Posted 1-5-2018

By Matt Nolan Deputy MATT NOLAN, AUDITOR

Date Approved _____

This order not valid unless County Auditor's Certificate is signed.

WARREN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND AS SUCH REQUIRES ITS CONTRACTORS AND SUPPLIERS TO ABIDE BY FEDERAL, STATE, AND LOCAL EEO RULES, REGULATIONS AND RELEVANT ORDERS. FAILURE OF VENDOR TO DO SO MAY RESULT IN CANCELLATION, SUSPENSION, OR TERMINATION OF CONTRACT/OBLIGATION.

Resolution

Number 18-1088

Adopted Date July 10, 2018

APPROVE EXTENSION OF AGREEMENT WITH EASTER SEALS TRISTATE, LLC, AS WIOA YOUTH SERVICE PROVIDER FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners (serving as the Administrative Entity for the Area 12 Workforce Development Board) extend agreement for 90 days with Easter Seals TriState, LLC., 2901 Gilbert Avenue, Cincinnati, Ohio 45206 (hereafter "Provider") beginning on July 1, 2018 and ending on September 30, 2018 with expectation to renew an additional one year periods at Area 12 Workforce Development Board discretion, in order to provide continued services identified under the contract as WIOA In-School and Out-of-School Youth Program Services for Butler, Clermont and Warren Counties; and

NOW THEREFORE, BE IT RESOLVED that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the extension with the Provider for the period of July 1, 2018 through September 30, 2018, copy of said extension is attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Easter Seals LLC
Area 12 WIB (file)

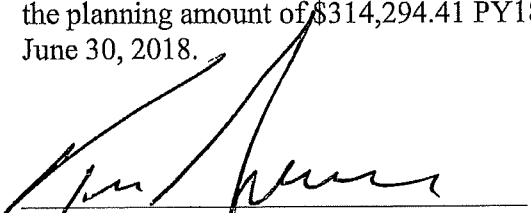
WIOA Youth Service Provider Agreement Extension

WHEREAS, Resolution Number 16-0967 approved and entered into a Service Agreement with the Easter Seals Tristate, LLC, Inc. beginning July 1, 2016 and ending June 30, 2017 to provide Workforce Innovation and Opportunity Act (WIOA) Youth Service Agreement Services for the Area 12 Workforce Development Board and

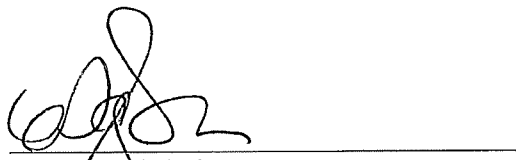
WHEREAS, Resolution Number 16-0967 allows two additional one year extensions to said service agreement with the latest extension ending June 30, 2019; and

WHEREAS, the Board of County Commissioners and Easter Seals Tristate, LLC mutually desire to continue said services through WIOA Program Year 2018; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners approves extending the "WIOA Youth Service Agreement" not to exceed the planning amount of \$314,294.41 PY18/FY19 WIOA funds for July 1, 2017, ending June 30, 2018.



President
Board of Warren County Commissioners



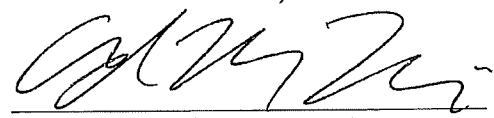
Easter Seals Tristate

7/10/18
Date

06/22/2018
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: ~~Keith Anderson~~, Asst. Prosecutor
Adam M. Nice

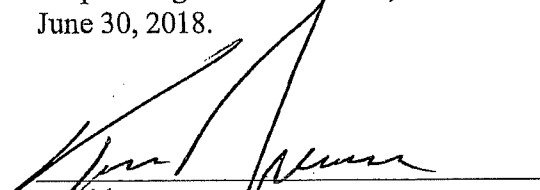
WIOA Youth Service Provider Agreement Extension

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WHEREAS, Resolution Number 16-0967 allows two additional one year extensions to said service agreement with the latest extension ending June 30, 2019; and

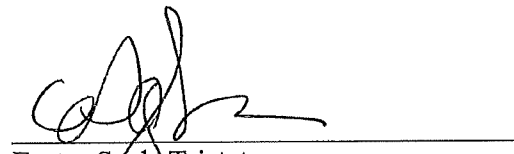
WHEREAS, the Board of County Commissioners and Easter Seals Tristate, LLC mutually desire to continue said services through WIOA Program Year 2018; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners approves extending the "WIOA Youth Service Agreement" not to exceed the planning amount of \$314,294.41 PY18/FY19 WIOA funds for July 1, 2017, ending June 30, 2018.



President
Board of Warren County Commissioners

7/10/18
Date

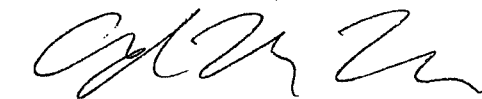


Easter Seals Tristate

06/22/2018
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: ~~Keith Anderson~~, Asst. Prosecutor
Adam M. Nice

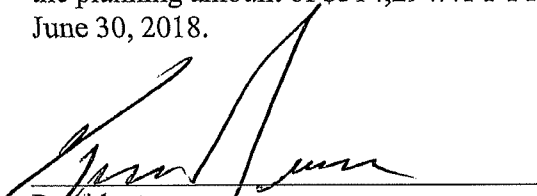
WIOA Youth Service Provider Agreement Extension

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WHEREAS, Resolution Number 16-0967 allows two additional one year extensions to said service agreement with the latest extension ending June 30, 2019; and

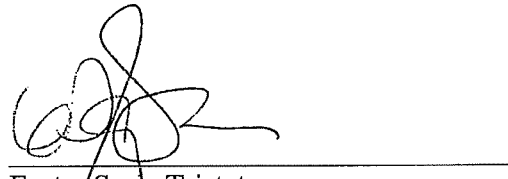
WHEREAS, the Board of County Commissioners and Easter Seals Tristate, LLC mutually desire to continue said services through WIOA Program Year 2018; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners approves extending the "WIOA Youth Service Agreement" not to exceed the planning amount of \$314,294.41 PY18/FY19 WIOA funds for July 1, 2017, ending June 30, 2018.



President
Board of Warren County Commissioners

7/10/18
Date

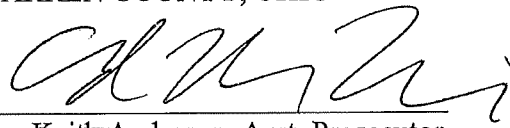


Easter Seals Tristate

06/22/2018
Date

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: ~~Keith Anderson~~, Asst. Prosecutor
Adam M. Nole

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

Resolution

Number 18-1089

Adopted Date July 10, 2018

**APPROVE AND ENTER INTO A PREVENTATIVE MAINTENANCE SERVICES
AGREEMENT WITH DEBRA-KUEMPEL, INC. ON BEHALF OF FACILITIES
MANAGEMENT**

BE IT RESOLVED, to approve and enter into a 3 year boiler preventative maintenance services agreement with DeBra-Kuempel Inc., as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to approve purchase order #24645 in the amount of \$29,980.00 for the first year of that agreement.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—DeBra Kuempel Inc (file)
Facilities Management (file)



June 12, 2018

Mr. Justin Kildow
 Warren County
 430 South East Street
 Lebanon, Ohio 45036

Contract Number: MMA7533

Index Number: MMA 632

	Hours	Rate	Total
Labor: Lab 1 Line 30 on price sheet	265	\$ 110.00 #	\$ 29,150.00
Equipment:			
	Quantity	Cost	Total
			\$ -
			\$ -
Total Equipment			\$ -
Materials:			
	Quantity	Cost	Total
Motor change out kit not on MMA 7533			\$ -
5 year warranty on drive not on MMA 7533			\$ -
			\$ -
			\$ -
			\$ -
Total Materials			\$ -
Subcontractors:			
Total Subcontractors			\$ -
Miscellaneous		\$ 830.00	\$ 830.00
TOTAL			\$ 29,980.00

Thank you for this opportunity to be of service. If you have any questions or if I can be of further assistance, please feel free to contact me directly at (513) 527-8033.

Respectfully,

DEBRA-KUEMPEL INC.

Tom Gigliotti
 Account Executive

Acceptance:

Authorized Signature _____ Title **President**

Date 7/10/18

P.O. #



A DeBra-Kuempel Inc.

Proposal to Provide

Boiler Preventive Maintenance Services

Prepared for



**Warren County
406 Justice Drive
Lebanon, Ohio 45036**

Mr. Justin Kildow

June 27, 2018

SUBMITTED BY:
Tom Gigliotti
Account Executive
DeBra-Kuempel, Inc.
2268 N. Moraine Drive
Moraine, Ohio 45439
Phone: 937-531-5455
Fax: 937-531-5456
www.debra-kuempel.com
E-mail: tgigliotti@debra-kuempel.com



Building Relationships, Building Solutions

June 27, 2018

Mr. Justin Kildow
Warren County
406 Justice Drive
Lebanon, Ohio 45036

Dear Justin:

DeBra-Kuempel Inc. appreciates the opportunity to quote a Preventive Maintenance agreement for the Boiler equipment at **your offices**.

A properly planned and executed Preventive Maintenance program can and will reduce costly emergency repairs and unscheduled equipment down time and will prolong the useful life span of your equipment. We have scheduled **semi-annual** preventive maintenance visits for this equipment.

A successful Preventive Maintenance program relies on documentation of equipment condition and status, used as a baseline to allow for prediction of component failure. We have enclosed our **boiler check out sheet** that will be filled out on each piece of equipment based upon your inspection interval. By having this documentation readily available, a history of equipment performance can be established. On subsequent inspections any deviance can be noted and dealt with accordingly. This proactive approach allows the problem to be recognized and corrected before major damage can occur.

We at DeBra-Kuempel Inc. look forward to working with you and your staff in performing this maintenance program. If any adjustments need to be made to the equipment list or scope of work, please contact me and the program can be altered appropriately.

Conditions

- ◆ This proposal is based upon all preventive maintenance work being performed during the normal working hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.
- ◆ Invoices will be rendered as work progresses and all invoices are payable upon receipt.
- ◆ Service charges at the rate of 1½% per month (as stated on our invoices) will be charged on all past due accounts.
- ◆ This quotation is subject to revision if not accepted within thirty (30) days.
- ◆ To signify your acceptance, please sign both copies of the enclosed agreement and return one copy to my attention, or refer specifically to this proposal on your purchase order.

Thank you for this opportunity to be of service. If you should have any questions or if I can be of further assistance please contact me directly.

Respectfully,

DEBRA-KUEMPEL INC.

Tom Gigliotti
Account Executive



Automated Controls
 Chillers
 Electrical
 Engineering
 Facilities
 Low Temperature
 Plumbing
 Process Piping
 Refrigeration

Our Markets

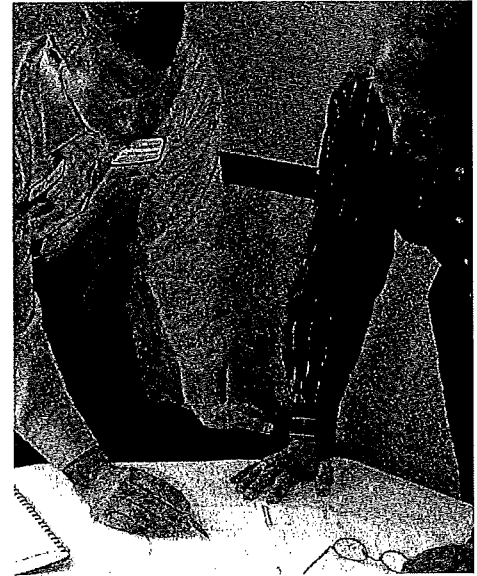
- » Biotech/Healthcare
 - Hospitals
 - Pharmaceutical
- » Commercial
 - Office Buildings/Real Estate
 - Retail
- » Education
- » Manufacturing/Industrial
 - Distribution/Warehousing
 - Food Processing
 - Water/Wastewater Treatment
- » Public/Government
 - Municipal
 - Religious Facilities
- » Technology
 - Clean Rooms
- » Data Centers
- » Transportation



Your convenient single-source for comprehensive lifecycle value

A wholly owned subsidiary of EMCOR Group, Inc., DeBra-Kuempel has been serving the local community for over 60 years by helping clients install and maintain a wide array of mechanical, electrical, plumbing, building automation and other facility systems.

Our services extend from engineering and Design/Build, through construction, commissioning, predictive, and preventive maintenance. And all of our services are backed by EMCOR's financial strength, worldwide knowledge transfer network and broad range of industry solutions. It's the complete package of services and capabilities you need for reliable system performance, reduced energy consumption and costs, and maximum return on your facility investment.



With its deep roots in the local community, and its reputation for integrity and dependability, DeBra-Kuempel is your convenient single-source solution for complete mechanical, electrical, plumbing and facilities services. So when you want reliable advice, leading-edge technical expertise and highly skilled professional workmanship, talk to DeBra-Kuempel.

Our Comprehensive Services

- » **Service Maintenance**
- » **Heating-Process & Comfort Systems**
 - Boilers
 - Burners
 - Hot water & steam
 - Thermal scanning
 - Indoor air quality (IAQ)
- » **Air Conditioning-Process & Comfort Systems**
 - Chillers, DX Systems
 - Computer rooms/labs
 - Refrigeration services
 - Environmentally controlled chambers & ultra low temp.
- » **Predictive Maintenance**
 - Infrared thermography
 - Vibration Analysis
 - Balancing
 - Laser alignment
- » **Process Piping**
 - Certified welding
 - High purity piping
 - Pipe & skid fabrication
- » **Mechanical Construction**
 - Design/Build
 - Analysis & retrofit
 - Tenant finish
 - Sheet metal
- » **Electrical**
 - Design/Build
 - Service/Maintenance
- » **Plumbing**
 - Design/Build
 - Service/Maintenance
 - Certified backflow preventer service
- » **Industrial Staffing**

Manpower based on need:

 - Daily, weekly or incremental
 - Project oriented
 - Process controls
 - Calibration/certification
- » **Facilities Management**
 - Staffing services
 - HVAC maintenance/service
 - Electrical maintenance/service
 - Plumbing maintenance/service
- » **Building Automation**

Control of all Building Systems

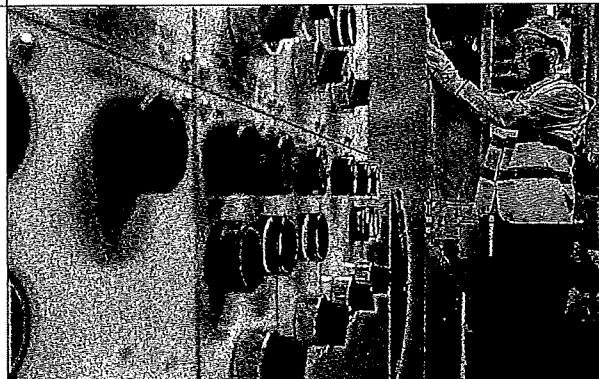
 - HVAC
 - Lighting
 - Utility metering
 - Tenant billing

Energy management

Remote monitoring from any internet connection

Installation & support for multiple product lines

 - Automated Logic
 - Honeywell
 - Johnson Controls
- » **Engineering Capabilities**
 - Registered staff
 - Mechanical
 - Industrial
 - Electrical
 - Plumbing
- » **Performance Contracting**
- » **Building Indoor Air Quality**
- » **Nebb Certified Air & Water Balancing**
- » **Commissioning**



How can we help you?

3976 Southern Avenue, Cincinnati, OH 45227

T: 513.271.6500 Toll Free: 800.395.5741

F: 513.271.4676

www.debra-kuempel.com

emcor_info@emcor.net

Other Locations:

Columbus, OH

T 614.529.7500 F 614.529.7519

Dayton, OH

T 937.531.5455 F 937.531.5456

Louisville, KY

T 502.368.0454 F 502.384.8140

Maysville, KY

T 606.563.8505 F 606.563.8750

Evansville, IN

T 812.838.0900 F 812.838.0901

Division: EMCOR Services Automated Controls

T 513.527.8040 F 513.271.4676

Building Relationships, Building Solutions.



DeBra-Kuempel
Mechanical / Electrical
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EQUIPMENT SCHEDULE

Customer: Warren County – Juvenile

Address: 430 South East Street
Lebanon, Ohio 45036

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler – Natural Gas 300,000 BTU	RBI	DB300	020952525	**
1	Boiler – Natural Gas 300,000 BTU	RBI	DB300	10952161	**
1	Hot Water Heater	DVI Nickelshield	40N 250A-G	79482847	**

****DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.**

EQUIPMENT SCHEDULE

Customer: Warren County – Sheriff’s Department / Jail
Address: 430 South East Street
 Lebanon, Ohio 45036

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler – Natural Gas 1,674,000 BTU Hot Water	Sellars	C-40-W	100774-B	**
1	Boiler – Natural Gas 1,674,000 BTU Hot Water	Sellars	C-40-W	100774-A	**
1	Hot Water Heater	Sellars	TP-16-1060	100705	**
1	Boiler – Natural Gas 1,500,000 BTU	Thermal Solutions	EVA1500BN1UECM	64712101	**
1	Boiler – Natural Gas 1,500,000 BTU	Thermal Solutions	EVA1500BN1UECM	64712100	**
1	Water Heater 750,000 BTU	Thermal Solutions	EVA0750WN1UEFM	64712102	**
1	Water Heater	Thermal Solutions	EVS0750WN1UEF	65592897	**

**DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.

EQUIPMENT SCHEDULE

Customer: Warren County – Admin

Address: 430 South East Street
Lebanon, Ohio 45036

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler – Natural Gas 3,000 BTU Power Flame Burner	Bryan Power Flame	RV300-W-FDG-LH CR2-G-20B	85176 119991828	**
1	Boiler – Natural Gas 3,000 BTU Power Flame Burner	Bryan Power Flame	RV300-W-FDG CR2-G-20B	85177 119991827	**

**DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.



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EQUIPMENT SCHEDULE

Customer: **Warren County – Health and Human Services**

Address: 430 South East Street
Lebanon, Ohio 45036

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler – Natural Gas 1,500,000 BTU	Thermal Solutions	EVA1500BN1UABM	64894074	**
1	Boiler – Natural Gas 1,500,000 BTU	Thermal Solutions	EVA1500BN1UABM	64894075	**

**DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.

EQUIPMENT SCHEDULE

Customer: **Warren County – Engineers**

Address: 430 South East Street
Lebanon, Ohio 45036

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler	Burnham	P807-NHET-LZ	64835048	**

**DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.



EQUIPMENT SCHEDULE

Customer: Warren County
Address: 430 South East Street
Lebanon, Ohio 45036

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler – Natural Gas 1,000,000 BTU	Thermal Solutions	EVA 1000-BN-RECM	64646124	**

**DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.



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EQUIPMENT SCHEDULE

Customer: **Warren County – Old Court**

Address: 430 South East Street
Lebanon, Ohio 45036

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler – Natural Gas 1,560,000 BTU	Weill McLain	LGB-13	SERIES 1	**

**DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.

EQUIPMENT SCHEDULE

Customer: Warren County – Board of Elections
Address: 430 South East Street
 Lebanon, Ohio 45036

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler – Natural Gas 500,000 BTU	APEX	APX525	65443335	**
1	Boiler – Natural Gas 800,000 BTU	APEX	APX825	65440651	**

*Filter and belt information will be provided upon award.

**DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.

EQUIPMENT SCHEDULE

Customer: Warren County – Common Pleas

Address: 430 South East Street
Lebanon, Ohio 45036

Page 1 of 1

Quantity	Equipment	Manufacturer	Model #	Serial #	Location
1	Boiler Power Flame Burner	Burnham Power Flame	V911A BCC2-0B	64674976 070414061	**
1	Boiler – Natural Gas 1,632,000 BTU Power Flame Burner	Weil McLain Power Flame	P788W WCR2-G-15	CP3936185 110096812	**

*Filter and belt information will be provided upon award.

**DeBra-Kuempel Inc. technician will acquire any omitted equipment information during first Preventive Maintenance visit.

WARREN COUNTY

<i>High Efficiency Condensing Boilers</i>	<i>Winter Visit</i>	<i>Spring Visit</i>	<i>Summer Visit</i>	<i>Fall Visit</i>
Read and log flame signal meter, read for both pilot and main flames				X
Check flame failure detection system		X		X
Check firing rate control				X
Check condensate drain tubes		X		X
Clean foam pre-filter, if applicable		X		X
Inspect permanent canister filter and blow out as necessary		X		X
Measure carbon monoxide and oxygen levels and temperature in flue products through combustion analysis				X
Check operation of pilot and/or main fuel valves		X		X
Perform leakage test on pilot and main gas valves				X
Test purge timing according to manufacturer's instructions				X
Remove jacket panel and check for any signs of corrosion and leaks		X		X
Test proper operation of high limit and operation temperature controls		X		X
Check operation of low water fuel cutoff		X		X
Test safety relief valve		X		X
Check flue piping		X		X
Check wire connections		X		X
Inspect gas piping		X		X
Remove all debris and dirt from the air inlet filter using a non-corrosive soap and water				X
Inspect the fuel train, burner and control panel to be sure components are free of debris and are properly attached to the boiler				X
Examine the venting system (air intake and exhaust piping)		X		X
Check all joints and pipe connections for tightness		X		X
Check piping for corrosion or deterioration		X		X
Check that the condensate drain system is functioning		X		X
Perform combustion analysis and adjust if necessary				X
Clean the low water cut-out probe on the water outlet pipe				X
Remove and inspect burner motor. Clean as necessary.				X
Vacuum any visible debris inside the burner				X
Make recommendations of any necessary adjustments		X		X
Make recommendations of any required repairs		X		X

WARREN COUNTY

<i>Hot Water Boilers with Power Burner</i>	<i>Winter Visit</i>	<i>Spring Visit</i>	<i>Summer Visit</i>	<i>Fall Visit</i>
Check and clean burner tube		X		X
Inspect flue				X
Check gas pressure				X
Check flame safeguards				X
Check firing rate control				X
Check pressure relief operation		X		X
Check low water cut-offs		X		X
Check operation of feed water system		X		X
Inspect pilot assembly, clean annually		X		X
Check and tighten all electrical connections		X		X
Inspect burner motor bearings, lubricate as required		X		X
Inspect and clean air intake		X		X
Check dampers and linkages				X
Check and record burner motor amperage draw				X
Perform combustion analysis				X
Make recommendations of any required repairs		X		X



WARREN COUNTY

<i>Hot Water Boiler</i>	<i>Winter Visit</i>	<i>Spring Visit</i>	<i>Summer Visit</i>	<i>Fall Visit</i>
Inspect flue and refractory		X		X
Check gas pressure		X		X
Check and calibrate all safety and operating controls		X		X
Check flame safeguard operation		X		X
Check firing rate control		X		X
Check pressure relief operation		X		X
Clean low water cut-off		X		X
Inspect pilot assembly, clean as required		X		X
Check and record flame safeguard signal		X		X
Check and tighten all electrical connections		X		X
Inspect burner motor bearings, lubricate as required		X		X
Inspect and clean outside air intake		X		X
Check and record burner motor amperage draw		X		X
Analyze combustion on gas		X		X
Visual check of boiler operation		X		X
Make recommendations of any required repairs		X		X



DeBra-Kuempel

Mechanical / Electrical

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Page ___ of ___

BOILER CHECK-OUT

KY MASTER # M04348
OH CONTRACTOR # 25061

Job #:

--	--	--	--	--	--

Date:

		/			/		
--	--	---	--	--	---	--	--

Tech:

--	--	--	--

Unit:

--	--	--

Customer Name/Location: _____

Unit Make: _____	<u>Heating Medium</u>	<u>Operating PSI</u>	<u>Fuel</u>
Unit Model Number: _____	_____ Steam	_____	_____ Natural Gas
Unit Serial Number: _____	_____ Hot Water	_____	_____ #2 Fuel Oil
BTU Input (or KW): _____			_____ Propane
BTU Output (or KW): _____			_____ Other (Specify)
Burner Mfg: _____	Burner Model: _____	Burner Serial #: _____	

Check the condition of the following (if applicable):

	<u>Rated Amps</u>	<u>Actual</u>	<u>Lubricated</u>	
Circulating Pump	_____	_____	<input type="checkbox"/>	Water Side: Cleaned/Dirty/Not Opened
Make up Water Pump	_____	_____	<input type="checkbox"/>	Fire Side: Cleaned/Dirty/Not Opened
Condensate Pump	_____	_____	<input type="checkbox"/>	Feed Water Pump Pressure _____
Combustion Fan	_____	_____		
_____	Rated Voltage/Phase	_____	L1 / L2 / L3	<u>Condition</u>
_____	Supply/Return Water Temps	_____	_____	Actual Voltage
_____	Relief Valve (Reseats OK?)	_____	_____	Contactors (Good/Bad - Replaced <u>Y</u> or <u>N</u> ?)
_____	HI-Limit (OK?)	_____	_____	Water Treatment (Yes/No)
_____	Operating Control Setting	_____	_____	Oil Filter Size (Replaced <u>Y</u> or <u>N</u> ?)
_____	Low Water Cut Off Operation #1	_____	_____	Oil Nozzle Size (Replaced <u>Y</u> or <u>N</u> ?)
_____	Low Water Cut Off Operation #2	_____	_____	Flame Safeguard Signal
				Water Softner Operation

Check and record the following:	<u>25%</u>	<u>50%</u>	<u>75%</u>	<u>100%</u>
		(Low Fire)		(Hi-Fire)
Modulating/Hi-Low Off	_____	_____	_____	_____
O2 (%)	_____	_____	_____	_____
Excess Air (%)	_____	_____	_____	_____
Net Stack Temp (%)	_____	_____	_____	_____
Efficiency (%)	_____	_____	_____	_____
CO ₂ (%)	_____	_____	_____	_____
Monoxor	_____	_____	_____	_____
Smoke	_____	_____	_____	_____
Gas Pressure	_____	_____	_____	_____
Oil Pressure	_____	_____	_____	_____
Flue Draft Pressure in W.C.	_____	_____	_____	_____
Over Fire Draft in W.C.	_____	_____	_____	_____

RECOMMENDATIONS/COMMENTS _____



DEBRA-KUEMPEL INC. SAFETY AT A GLANCE

<u>Six (6) Dedicated Safety Personnel:</u>	<p>Enforce responsibility and accountability to our safety program</p> <p>Conduct pre-construction walk-throughs</p> <p>Document weekly site visits and audits</p> <p>Provide onsite training for specific tasks (confined space, fall protection, etc.)</p> <p>Safety personnel stationed in satellite offices</p>						
<u>Five (5) Life Saving Rules (LSRs):</u>	<p>LSR #1: Personal Protective Equipment</p> <p>LSR #2: Lockout / Tagout</p> <p>LSR #3: Fall Protection</p> <p>LSR #4: Confined Space</p> <p>LSR #5: Electrical Safety</p>						
<u>Safety Program:</u>	<p>Safety Training Courses – 1-hour and 2-hour training classes are held monthly.</p> <p>Tool Box Talks – implemented weekly with sign-off sheets.</p> <p>Job Safety & Health Analysis (JSHAs) – available for every task we complete.</p> <p>Pre-Task Work Permits – completed prior to the start of each new job providing awareness of any jobsite hazard.</p> <p>Safety Observations – managers complete monthly safety observations with their field staff elevating the importance of safety with greater management involvement.</p> <p>Safety Reports – safety managers complete this report during jobsite visits providing documentation of efforts in keeping every employee safe and each jobsite secure.</p> <p>Service Reports / Time Sheets – include a safety section for field staff's Completion, bringing safety forward each and every day.</p>						
<u>Drug Free Workplace:</u>	<p>Meets the requirements of Ohio Bureau of Workers Compensation (BWC), Construction Owners Association of the Tri-State (C.O.A.T.S.), and U.S. Department of Transportation (D.O.T.)</p>						
<u>Work Care:</u>	<p>Incident Intervention Program provides immediate and appropriate first aid Treatment and follow up care to employees.</p>						
<u>Safety Communication:</u>	<p>Weekly Meetings</p> <p>Monthly Safety Topics</p> <p>Weekly E-Mails</p> <p>Company-Wide Text Messages</p>						
<u>Safety Committee:</u>	<p>Comprised of managers and field staff who discuss safety topics and implement New techniques and standards.</p>						
<u>iPhone Apps:</u>	<p>Safety Data Sheets (SDS)</p> <p>Injury / Accident Reporting</p>						
<u>Safety Statistics:</u>	<table border="0"> <tr> <td>2015</td> <td>Recordable Incident Rate 1.13 – EMR .67</td> </tr> <tr> <td>2016</td> <td>Recordable Incident Rate 1.16 – EMR .65</td> </tr> <tr> <td>2017</td> <td>Recordable Incident Rate 1.12 – EMR .66</td> </tr> </table>	2015	Recordable Incident Rate 1.13 – EMR .67	2016	Recordable Incident Rate 1.16 – EMR .65	2017	Recordable Incident Rate 1.12 – EMR .66
2015	Recordable Incident Rate 1.13 – EMR .67						
2016	Recordable Incident Rate 1.16 – EMR .65						
2017	Recordable Incident Rate 1.12 – EMR .66						



DeBra-Kuempel
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SOLUTION OVERVIEW

- ◆ The following are a few benefits that Warren County will receive by implementing a Preventive Maintenance program with DeBra-Kuempel Inc.:
 - Optimum comfort levels
 - Reduced downtime of equipment
 - Reduced premature equipment failures
 - Extended equipment life
 - Refrigerant Tracking by asset

- ◆ Upon start-up you will receive:
 - Assigned lead and backup technicians
 - A guaranteed priority response time (24/7/365) – 2 Hours
 - Reduced labor rate
 - Electronic Service Reporting
 - Lifetime Compressor Warranty on new Packaged Roof Top Unit equipment installed and maintained Quarterly by DeBra-Kuempel Inc.

- ◆ Upon signing, you will receive two (2) hours of Predictive Maintenance service to be used for your choice of Thermal Imaging service (i.e. breaker panels / electrical equipment / building envelope, etc.)
A full day option is also available for **\$780.00**.



PREVENTIVE MAINTENANCE AGREEMENT

This agreement is between DeBra-Kuempel Inc. and:

Customer Name:	Warren County	Contact Name:	Mr. Justin Kildow
Address:	430 South East Street Lebanon, Ohio 45036	Phone:	(513) 267-7625
		Email:	justin.kildow@co.warren.us
		Effective Date:	July 1, 2018
		Service Interval:	Semi-Annual

INVESTMENT

Pricing: DeBra-Kuempel Inc. will perform the services as outlined previously for the sum of:

Twenty-Nine Thousand Nine Hundred and Eighty Dollars (\$29,980.00) per year, to be billed at \$14,990.00 per visit.

Note: DeBra-Kuempel Inc. will offer a 2.5% discount off the annual amount if the annual amount is "Paid in Full" within 30 days of the contract agreement date.

PREDICTIVE MAINTENANCE SERVICES

Option: Add Predictive Maintenance Services

DeBra-Kuempel Inc. Predictive Maintenance division can perform the following services to your facility: Thermal Imaging, Vibration Analysis, Laser Alignment, Ultrasonic Detection, etc.

Add eight (8) hours of Predictive Maintenance Services \$780.00 per year Accept Decline

Add four (4) hours of Predictive Maintenance Services \$390.00 per year Accept Decline

MULTI-YEAR OPTION

This service agreement can be extended to a three (3) year term at the time of signing. First and second year pricing will remain as above and the third year price will increase 5%. Billing options will be the same as above.

Accept

Decline

Name

[Signature]

EXECUTION BY AUTHORIZED REPRESENTATIVE

Accepted by:	<i>[Signature]</i>	Submitted by:	DeBra-Kuempel Inc.
Signature:	<i>[Signature]</i>	Signature:	<i>[Signature]</i>
Name (printed):	Tom Grossmann	Name (printed):	Bill Flaughter
Title:	President	Title:	Vice President
Date:	7/10/18	Date:	6/28/18

PREVENTIVE MAINTENANCE AGREEMENT

This agreement is between DeBra-Kuempel Inc. and:

Customer Name:	Warren County	Contact Name:	Mr. Justin Kildow
Address:	430 South East Street Lebanon, Ohio 45036	Phone:	(513) 267-7625
		Email:	justin.kildow@co.warren.us
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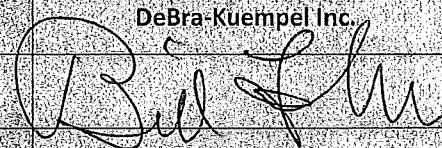
Add four (4) hours of Predictive Maintenance Services **\$390.00** per year Accept Decline

MULTI-YEAR OPTION

This service agreement can be extended to a three (3) year term at the time of signing. First and second year pricing will remain as above and the third year price will increase 5%. Billing options will be the same as above.

Accept Decline Name Tom Grossmann

EXECUTION BY AUTHORIZED REPRESENTATIVE

Accepted by:		Submitted by:	DeBra-Kuempel Inc.
Signature:		Signature:	
Name (printed):	Tom Grossmann	Name (printed):	Bill Flaughter
Title:	President	Title:	Vice President
Date:	7/10/18	Date:	6/28/18



DeBra-Kuempel

An EMCOR Company

TERMS & CONDITIONS

1. We agree to furnish labor and material to provide the recommended preventive maintenance for the equipment specified on the attached equipment list and at intervals specified above.
2. Services required but not specifically included by this agreement will be performed at your request at our prevailing time and material rates. Under this agreement, DeBra-Kuempel Inc. agrees to provide the customer with reports indicating service work performed.
3. We agree to set up a schedule whereby our servicemen will start with the Owner's choice of any section of the building and proceed as designated. Each time a serviceman visits the Owner's building, he will start by reporting his presence to the person or persons that the Owner designates.
4. The Owner agrees to provide access to all equipment.
5. It is mutually understood that the equipment listed in this agreement is in proper operating condition. Upon the initial service inspection or start-up, if any repairs are necessary, this agreement will not be binding until these conditions have been corrected. Such corrections will be performed by DeBra-Kuempel Inc. on a charge basis at prevailing rates for material and labor. Acceptance of this agreement does not bind DeBra-Kuempel Inc. to make corrections in design or installation of the equipment.
6. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for labor and/or material or equipment required or recommended by insurance companies, governmental agencies or codes, or union regulations, or necessitated by design or installation deficiencies.
7. This agreement excludes and DeBra-Kuempel Inc. will not be responsible for food spoilage, loss of business, delays or repairs caused or necessitated by damage due to freezing, flooding of submerged or water cooled coils or condensers, water in oil tank, unusual weather exposures, strikes, lock-outs, acts of God, acts of government, or others conditions beyond DeBra-Kuempel Inc.'s control, misuse of equipment or operation of the equipment in a manner contrary to DeBra-Kuempel Inc.'s advice and instructions, or work or materials furnished by any other party.
8. This agreement shall begin upon acceptance and shall remain in force and effect for a period of one year and from year to year thereafter until canceled. This agreement may be canceled by either party by written notification to the other party at least thirty (30) days prior to the desired termination date. Upon mutual consent, this agreement may be adjusted on any agreement anniversary date for changes in labor and material costs. Upon early termination or expiration of this agreement, DeBra-Kuempel Inc. shall have free access to enter customer locations to disconnect and remove any DeBra-Kuempel Inc. personal proprietary property or devices as well as remove any and all DeBra-Kuempel Inc.-owned parts, tools and personal property. Additionally, customer agrees to pay DeBra-Kuempel Inc. for all incurred but unamortized service costs performed by DeBra-Kuempel Inc. including overheads and a reasonable profit, not to exceed the annual contract amount.
9. DeBra-Kuempel Inc. may cancel this agreement immediately in the event of delinquency of payment.

NO MODIFICATIONS

The contract arising by acceptance of your offer pursuant to this Proposal shall not be amended, modified or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

REMEDIES OF SELLER

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain the Sellers, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Ohio Uniform Commercial Code, including the right of the Seller to repossess said equipment and materials with or without legal process. Payment due Seller under this contract

is payable of receipt of Seller's Invoice. Service charges at the rate of 1 1/2% per month (as stated on our invoices) will be charged on all past due accounts.

WARRANTIES AND LIMITS OF LIABILITY

The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the seller shall not be liable for defects arising from normal wear or tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. The Seller shall not be held liable or accountable for damages or delays in installation or service due to strikes, accidents, fires, labor difficulties, engineering or design defects, or the inability to procure material from the usual sources of support or for any contingencies that are unavoidable or beyond the control of the Seller. Seller shall not be responsible for any damages incurred due to the inability of the building structure to properly support the equipment to be installed in this proposal. Seller shall not be responsible for any consequential damage or spoilage due to the installation, operation or time or manner of service of any equipment. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

INSTALLATION AND COMPLETION

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the President or a Vice-President of the Seller.

INSURANCE

Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft, or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney



DeBra-Kuempel

An EMCOR Company



Preventive Maintenance Annual Account Review

Example

DeBra-Kuempel Inc. will provide an annual review of the Preventive Maintenance program at your site. Our intention is to provide you with an overall assessment of the Preventive Maintenance program's effectiveness and discuss options for improvements / changes with your input. Examples of the kinds of reports that can be generated are as follows, but can be tailored to your individual needs:

- Review of Annual Expenses / Capital Plan Report
 - Includes Preventive Maintenance contract and Time & Material costs and Quoted Jobs

- Snapshot of Equipment Condition / Life Expectancy
 - Budgeting for replacement where advisable

- Identifying and Prioritizing Repairs by Unit

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

Resolution

Number 18-1090

Adopted Date July 10, 2018

ENTER INTO AN AGREEMENT WITH ALLSTATE TOWER INC. ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Allstate Tower Inc. will paint Zoar and Manchester Towers; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Allstate Tower Inc. on behalf of Warren County Telecommunications accepting Scope of Work to Paint Zoar and Manchester Towers, copy of agreement attached hereto and a part hereof.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Allstate Tower Inc.
Telecom (file)



P.O. Box 25
 Henderson, KY 42419
 ph. (270) 830-8512
 fax (270) 228-4551
 www.pttg.com

Job Number: PA-072197
 Order Date: May 31, 2018
 PO Number:
 Shipping Terms: FOB Henderson, KY
 Shipping Method: Truck

Bill To:	Job Site/Ship To Location:
Warren County Telecommunications Dept. 500 Justice Dr. Lebanon, OH 45036 Gary Hardwick, Radio Systems Manager 513-695-2860 gh@wcoh.net	5700 Dixie Highway Franklin, OH 513-695-2860 gh@wcoh.net

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	PA072197-A (1) 265' SS - Franklin, OH "Manchester" and (1) 480' Guyed Tower - Morrow, OH "Zoar" 1. Mobilize to each site. 2. Wire brush clean, spot prime and paint each tower with (1) coat of Sherwin Williams DTM paint. 3. AST to paint the coax on the exterior face of the "Manchester" tower only. Unit Prices: Manchester - \$20,225.00 Zoar - \$16,800.00	\$37,025.00	\$37,025.00

Order Total \$37,025.00

Additional Notes:

Signature: Date of Acceptance: 7/10/10

Printed Name: Tom Grossmana Title: President

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

ALLSTATE TOWER, INC.

 Kevin Roth
 Vice President of Sales
 270-830-8512 Ext. 3601

APPROVED AS TO FORM

 Adam M. Nice
 Asst. Prosecuting Attorney



P.O. Box 25
 Henderson, KY 42419
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Job Number: PA-072197
 Order Date: May 31, 2018
 PO Number:
 Shipping Terms: FOB Henderson, KY
 Shipping Method: Truck

Bill To:
 Warren County Telecommunications Dept.
 500 Justice Dr.
 Lebanon, OH 45036
 Gary Hardwick, Radio Systems Manager
 513-695-2860
 gh@wcoh.net

Job Site/Ship To Location:
 5700 Dixie Highway
 Franklin, OH
 513-695-2860
 gh@wcoh.net

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	PA072197-A (1) 265' SS - Franklin, OH "Manchester" and (1) 480' Guyed Tower - Morrow, OH "Zoar" 1. Mobilize to each site. 2. Wire brush clean, spot prime and paint each tower with (1) coat of Sherwin Williams DTM paint. 3. AST to paint the coax on the exterior face of the "Manchester" tower only. Unit Prices: Manchester - \$20,225.00 Zoar - \$16,800.00	\$37,025.00	\$37,025.00

Order Total \$37,025.00

Additional Notes:

Signature: [Signature] Date of Acceptance: 7/10/19

Printed Name: Tom Grossmann Title: President

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.
 Interest may be applied to payments not received in accordance to payment terms.

ALLSTATE TOWER, INC.

 Kevin Roth
 Vice President of Sales
 270-830-8512 Ext. 3601

APPROVED AS TO FORM

 Adam M. Nice
 Asst. Prosecuting Attorney



TERMS & CONDITIONS

This proposal is made for immediate acceptance and is subject to withdrawal without notice and shall become a binding contract after its acceptance by the OWNER and then only upon its approval in writing by the CONTRACTOR by its authorized officer at its offices in Henderson, Kentucky, and shall be in all respects subject to the following terms and conditions. OWNER and CONTRACTOR are hereinafter sometimes referred to jointly as the PARTIES.

1. ~~Paragraph not used~~ The PARTIES agree to indemnify and hold each other harmless from any or all damages sustained by the indemnifying PARTY and/or its or their employees or agents as a direct or proximate result of the failure of the indemnifying PARTY to comply with Federal, State and/or Local safety requirements.
2. All towers are quoted assuming normal EIA soil conditions of 4,000 psf at frost line and unrestricted site, unless otherwise noted. If soils reports are provided, tower foundation designs will be based on information provided. Special piers, pilings, blasting, pumping, clearing of land, land surveying, extra concrete, soil analysis, building permits, inspectors/inspections, local taxes, etc. are not included and, if required, will be responsibility of the OWNER.
3. Installation of transmission lines or waveguide will be terminated at the base of the tower unless otherwise noted. Installation included in quotation is for lines only and does not include installing end fittings. Prices assume lighting circuitry will be terminated at the base of tower. Prices do not include wiring to lighting control or main distribution panel. This work is to be performed by OWNER. Prices do not include connection of shelter electrical load center to power source.
4. Installation prices are based on the CONTRACTOR using his normal erection procedure, good site accessibility for delivery and concrete trucks and non-union labor.
5. Quotation prices do not include winter working conditions which are defined as snow, ice and/or freezing rain and a wind chill factor less than 15 degrees.
6. If required, the handling, removal and/or disposal of hazardous or contaminated material, such as asbestos, lead, chemicals or any like substance that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.
7. Site is to be accessible by a two wheel drive vehicle. Guy wire paths and anchors are to be clear and accessible or additional charges will be made.
8. If required in this proposal, crew will assist customer personnel with path alignments not to exceed 4 hours if customer is ready for alignments prior to other work being completed.
9. The PARTIES agree 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, to indemnify and hold harmless its or their officers, directors, employees and agents from and against any and all loss or liability for any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property of other PARTY arising directly from the indemnifying PARTY's performance of the Contract and caused solely by the negligence of the indemnifying PARTY, in performing services under this Contract, including but not limited to damage to the tower as the direct result of Force Majeure (as defined in Paragraph 10), willful or accidental tort by any indemnifying party, and failure of the foundation or earth under the foundation of the tower. However, OWNER will indemnify and hold harmless CONTRACTOR from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to the indemnifying person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of OWNER or of its officers, agents or employees. CONTRACTOR will indemnify

Full Service Tower Company | Licensed Engineering Firm | Design-Build Steel Manufacturing
Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney



~~and hold harmless OWNER from and against any and all loss or liability from any and all claims, losses, damages, demands, expenses, penalties or costs (including attorney's fees) resulting from any injury to any person or damage to property when the liability, loss or damage is caused by or arises out of the negligence of CONTRACTOR or of its officers, agents or employees.~~

10. If the performance of this Contract, or any obligation there under, is interfered with by reason of any circumstances beyond reasonable control of the PARTY affected (Force Majeure), including, without limitation, fire, lightning, explosion or other casualty, power failure, acts of God, war, revolution, civil commotion or acts of public enemy's; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body;

or labor unrest including, without limitations, strikes, slowdowns, picketing or boycotts, then the PARTY affected shall be excused from such performance on a day-to-day basis.

11. OWNER understands and agrees that the extent of CONTRACTOR's liability shall run to the work performed by CONTRACTOR on the OWNER's property and shall not include liability for any latent defects that may exist as a result of the original manufacturer's efforts and in no way attributable to CONTRACTOR's negligence.

12. OWNER agrees to keep said property insured against loss or damage by fire or by the elements of its own expense for an amount not less than the deferred balance so long as any thereof remains unpaid.

13. In the event OWNER requests CONTRACTOR to work in excess of CONTRACTOR's job work week, OWNER agrees to reimburse CONTRACTOR for the additional costs incurred for such overtime work and said over time premium shall be in addition to the contract price, excess work will not be performed and additional costs will not be paid without prior written agreement executed by the PARTIES.

14. This contract may be terminated for convenience by the OWNER upon 15 days prior written notice. CONTRACTOR shall be compensated for any work performed as of the date of termination. This contract shall not be subject to cancellation by the OWNER either in whole or in part; and in the event the OWNER attempts to cancel such agreement the OWNER shall be liable to the CONTRACTOR for all loss, costs and expenses of every sort and description whatsoever which the CONTRACTOR may previously have suffered or incurred or may hereafter suffer or incur by reason of refusal of the OWNER to carry out such agreement, whether the results to the CONTRACTOR of such refusal by the OWNER to carry out such agreement are foreseeable or not.

15. If, during the progress of the work, the OWNER desires to make any changes, the CONTRACTOR shall be properly paid by the OWNER for any additional expense caused by such changes and shall be notified in writing of any such changes. Extra work or material not covered by a specified price shall be billed and paid for at our standard rates for Time & Materials. No changes in the work or extra work shall be performed or compensated without prior written agreement executed by the PARTIES. No material is to be returned to the CONTRACTOR for any reason, without the CONTRACTOR's written permission.

16. If any material furnished by the CONTRACTOR is alleged by the OWNER to be defective or incorrectly manufactured and is rejected by the OWNER the OWNER shall promptly notify the CONTRACTOR. The CONTRACTOR shall have the option of replacing or correcting within reasonable time, any defective material or fault in manufacture at its own expense or of reimbursing the OWNER the agreed cost of such replacement or correction. The OWNER shall not furnish any materials or do any work for the CONTRACTOR's account without written authorization by the CONTRACTOR and definite written agreement from the CONTRACTOR as to the consideration, and in no case shall the CONTRACTOR be liable for more than the price charged by the CONTRACTOR for such material as may prove defective, and no payments shall be withheld by the OWNER pending adjustment of liability for alleged errors and the cost of correcting the same. Any complaint or claim in connection with any material furnished hereunder must be made not later than ten days after receipt of same, otherwise it is understood such material is satisfactory.

17. It is expressly agreed that there are no promises, agreements, or understandings outside of this instrument, and any subsequent cancellation or modifications must be mutually agreed upon in writing. The PARTIES

Full Service Tower Company | Licensed Engineering Firm | Design-Build Steel Manufacturing
Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions



understand and agree that in the event of change in the work it is agreed to by the PARTIES that the said change shall not relieve guarantors of sureties of its obligations.

18. OWNER further understands and agrees that all Federal, State, and Municipal Taxes of any nature and kind that may be imposed on CONTRACTOR with respect to the products described herein shall be in addition to the contract price and OWNER assumes the obligation for paying for said additional costs being incurred by CONTRACTOR.

19. Paragraph not used, OWNER shall reimburse CONTRACTOR for any and all expenses that may be incurred by the CONTRACTOR in the event CONTRACTOR is required to take legal action in order to collect the consideration set out herein. This shall include CONTRACTOR's attorney's fees that may be incurred in collecting the sum set out herein.

20. OWNER agrees that CONTRACTOR may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on OWNER's part.

21. Paragraph not used, OWNER agrees that in the event of default in making payments as set out under the contract, CONTRACTOR shall have the right and option to declare the entire contract price due upon demand being made by the CONTRACTOR.

22. Inasmuch as the CONTRACTOR carries liability insurance, all liability claims MUST be investigated and settled by our insurance company. Therefore, the OWNER specifically agrees not to withhold sums due the CONTRACTOR under this contract by reason of any alleged insurance claims against the CONTRACTOR.

23. At all times, until the job completed, all material, equipment, etc. supplied by the CONTRACTOR shall be considered the property of Allstate Tower, Inc.

Should OWNER fail to make any and all scheduled payments, CONTRACTOR has the option of reclaiming all material or exercising the above clause #19.

24. Down time for materials furnished by OWNER not on the job site when the crew arrives to perform the work will be billed at \$60.00 per man hour based on an 8 hour working day.

25. The exclusive forum for any litigation resulting from this proposal shall be in Warren County, Ohio, and this contract shall be governed and construed under the laws of Ohio, Henderson County, Kentucky.

26. CONTRACTOR shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. Vendor shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate. OWNER shall be named as an additional insured with the same primary coverage as the principal insured - no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted. CONTRACTOR shall provide OWNER with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days' notice of cancellation or non-renewal to OWNER. CONTRACTOR shall also carry statutory worker's compensation insurance as required by law and shall provide OWNER with certificates of insurance evidencing such coverage with the execution of this agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

27. Each PARTY has the power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives on the dates shown below.

Formatted: Indent: First line: 0.5"

This Contract is entered into by Resolution No. _____ of _____ dated _____.

Full Service Tower Company | Licensed Engineering Firm | Design-Build Steel Manufacturing Maintenance | Inspection | Modification | Tower Steel | Structural Steel | Material Handling Solutions

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

APPROVED AS TO FORM

Adam M. Nice
Asst. Prosecuting Attorney

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

Resolution

Number 18-1091

Adopted Date July 10, 2018

ENTER INTO AN AGREEMENT WITH SOUND COMMUNICATIONS, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Sound Communications, Inc. will renew the agreement to provide maintenance and support to sound equipment for Public Safety and 911 recording systems; and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with Sound Communications, Inc. on behalf of Warren County Telecommunications renewing the maintenance and support agreement for Public Safety and 911 recording sound equipment as attached hereto and a part hereof.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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



Sound Communications, Inc.

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

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

www.soundcommunications.com

Annual Maintenance & Support Coverage Offer & Acceptance

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

Customer Name:	Warren County 911	Phone:	513-695-1318
Billing Contact Name:	Paul Kindell	E-Mail:	paul.kindell@wcoh.net
Billing Address:	500 Justice Drive Lebanon, Ohio 45036		
System Location (if different):			
Coverage Dates:	8/15/2018 to 8/14/2019	System Identifier:	See Detail Page

Plan Level: Standard
Plan Cost: \$40,673.40

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

James W. Jacobs
James W. Jacobs, Controller

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

* Signature: *[Signature]*
(if different from Billing Contact above, please provide new information below)
PO#: _____

Date: 7/10/18

	Billing Contact (if different)	System Supervisor
Name:		
Phone:		
Fax:		
Email:		
Cell (optional):		

SCI Hourly Support Rates as of: 1/1/2015			
	Business	After-hours	Weekend & Holiday
Phone	\$105.00	\$145.00	\$230.00
Remote Access	\$125.00	\$175.00	\$260.00
In-House	\$115.00	\$160.00	\$245.00
Onsite	\$185.00	\$265.00	\$350.00
Trip Charge	\$150.00	\$200.00	\$250.00

APPROVED AS TO FORM

[Signature]
Adam M. Nice
Asst. Prosecuting Attorney



Sound Communications, Inc.

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

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

www.soundcommunications.com

Annual Maintenance & Support Coverage: Standard Plan

Item	Description	Price
Primary TDM Recorder Dongle #17288	48 Channel (DSET) Audiolog 5000 Series MAX-PRO/Quad-Core VoIP Server with two NGX2400 cards, one Intel-PRO/1000GT Dual Port Server Adapter and one Blu-Ray Archive Drive	
	Audiolog v5 Base Server Software and Licensing	
	45 seats Audiolog Operational Recording License	
Redundant TDM Recorder Dongle #17286	48 Channel (DSET) Audiolog 5000 Series MAX-PRO/Quad-Core VoIP Server with two NGX2400 cards, one Intel-PRO/1000GT Dual Port Server Adapter and one Blu-Ray Archive Drive	
	Audiolog v5 Base Server Software and Licensing	
	45 seats Audiolog Operational Recording License	
Primary TLR1 Recorder Dongle #17466	128 Channel (VoIP) Audiolog 5000 Series MAX-PRO/Quad-Core TLR Server with one Intel-PRO/1000GT Dual Port Server Adapter	
	Audiolog v5 Base Server Software and Licensing	
	128 seats Audiolog Operational Recording License	
Redundant TLR1 Recorder Dongle #17465	128 Channel (VoIP) Audiolog 5000 Series MAX-PRO/Quad-Core TLR Server with one Intel-PRO/1000GT Dual Port Server Adapter	
	Audiolog v5 Base Server Software and Licensing	
	128 seats Audiolog Operational Recording License	
Primary TLR2 Recorder Dongle #17462	128 Channel (VoIP) Audiolog 5000 Series MAX-PRO/Quad-Core TLR Server with one Intel-PRO/1000GT Dual Port Server Adapter	
	Audiolog v5 Base Server Software and Licensing	
	128 seats Audiolog Operational Recording License	
Redundant TLR2 Recorder Dongle #17464	128 Channel (VoIP) Audiolog 5000 Series MAX-PRO/Quad-Core TLR Server with one Intel-PRO/1000GT Dual Port Server Adapter	
	Audiolog v5 Base Server Software and Licensing	
	128 seats Audiolog Operational Recording License	
Central Archive Server Dongle #17463	Audiolog 5000 Series MAX-PRO/Dual-Core Server	
	Central Archiving Server (CAS) License	
Motorola Integration	Motorola Astro P25 IP Console Integration API Licenses	
Annual Standard Maintenance & Support Total		\$40,673.40

Standard Maintenance & Support Coverage provides standard service pack releases and emergency software patches, and phone/remote support during regular business hours (Monday-Friday, 8:00am-5:00pm ET). System hardware is covered for repair or replacement when the server is shipped to SCI for diagnostic troubleshooting. For additional service contract provisions, refer to the Terms & Conditions.

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

Resolution

Number 18-1092

Adopted Date July 10, 2018

ACKNOWLEDGE PAYMENT OF BILLS


BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #07/05/2018 001, #07/05/2018 002, #07/05/2018 003, #07/05/2018 004, and #07/05/2018 005; said batches are attached hereto and made a part hereof.

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


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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

kh

cc: Auditor 

Resolution

Number 18-1093

Adopted Date July 10, 2018

ACKNOWLEDGE RECEIPT OF JUNE 2018 FINANCIAL STATEMENT

BE IT RESOLVED, to acknowledge receipt of the June 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. Grossmann. Upon call of the roll, the following vote resulted:

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file) 
E. Hartmann

WARREN	GENERAL FUND	REVENUE	REC. OBJ.	EXPENSES	EXP. OBJ.	APPROPRIATION	CURRENT BAL.	WARREN FUND	TREASURER'S BAL.					
795	WARREN BAYNE CAPACITY FEES	2,000.00	.00	4,000.00	6,000.00	.00	.00	.00	.00					
796	PAY IN LIEU OF TAXES	.00	21,200.00	.00	21,200.00	.00	.00	.00	.00					
797	UNREBATED INCOME TAX-RENTAL PROP	3,360.99	.00	.00	.00	.00	3,360.99	.00	3,360.99					
798	UNREBATED PUBLIC UTILITY DEBTS	.00	.00	.00	.00	.00	.00	.00	.00					
799	FORFEITED LAND	.00	.00	.00	.00	.00	.00	.00	.00					
799	FORFEITED LAND EXCESS SALE PRV	3,034.92	.00	.00	.00	.00	3,034.92	.00	3,034.92					
799	EDGING & OLD ROAD FUND	24,800.00	.00	.00	3,000.00	200.00CF	21,800.00	1,400.00	23,200.00					
799	MAINTENANCE TRUST AUTHORITY	27,000.00	20,000.00	.00	27,000.00	.00	.00	265,292.07	265,292.07					
799	UNREBATED SHERIFF FEES	.00	1,500.07	.00	1,600.07	.00	.00	321.65	321.65					
799	MUNICIPAL AND VIOLATION FINES	6,205.73	.00	1,452.30	100.00	.00	10,251.03	100.00	10,251.03					
799	NEW UNREBATED SHERIFF DECEASED	.00	10.00	.00	10.00	.00	.00	.00	.00					
799	OLD ROAD & ROAD GRAD FUND	139,000.00	.00	.00	.00	.00	139,000.00	.00	139,000.00					
799	UNREBATED FINES	500,501.40	1,333.73	.00	.00	.00	504,521.10	.00	504,521.10					
799	CHANGED SCHEDULE WATER TRACT	40,000.00	.00	.00	.00	.00	40,000.00	.00	40,000.00					
799	WARREN CO. HEALTH DISTRICT	3,861,874.75	122,957.39	240.00CF	525,370.12	25.00CF	3,458,452.02	1,550.00	3,458,452.02					
799	FOOD SERVICE	424,000.00	4,454.00	.00	457.48	.00	429,992.52	4.00	429,992.52					
799	WARREN CO. HEALTH DEPT.	20,000.00	2,000.00	.00	2,500.00	.00	19,500.00	.00	19,500.00					
799	STATE REGULATED SENIOR PROGRAM	105,341.11	23,240.00	240.00CF	455.00	.00	105,300.11	50.00	105,410.11					
799	WATER & SOIL CONSERVATION DIST	428,122.00	12,453.00	.00	77,000.00	.00	349,572.00	3,220.51	354,592.51					
799	AGRICULTURAL PLANNING	204,000.00	13,450.00	1,330.00CF	79,451.00	.00	224,000.00	24.00	224,024.00					
799	WARREN COUNTY PARK DISTRICT	474,000.00	91,000.00	.00	40,000.00	.00	524,000.00	3,300.00	527,300.00					
799	PROCE PATH	285,000.00	112,071.00	415.00CF	201,195.00	.00	295,500.00	24,531.00	320,031.00					
799	WARREN SENIOR FUND	10,000.00	10,000.00	74.00CF	200.00	.00	9,726.00	74.00	9,800.00					
799	MENTAL HEALTH RECOVERY SERVICE	10,450,000.00	70,000.00	.00	900,000.00	.00	11,320,000.00	54,400.00	11,374,400.00					
799	HEALTH CARE FUND	1,070,000.00	40,000.00	.00	10,000.00	.00	1,060,000.00	.00	1,060,000.00					
799	WARREN	2,000.00	.00	.00	2,000.00	.00	.00	.00	.00					
799	HEALTH - COMMUNITY POLICE FUND	184,000.00	170.00	.00	1,000.00	.00	183,000.00	.00	183,000.00					
799	DRUG TASK FORCE CDS	400,000.00	20,000.00	.00	2,000.00	100.00CF	398,000.00	.00	398,000.00					
799	WARREN COUNTY FIRE RESPONSE CD	.00	.00	.00	.00	.00	.00	.00	.00					
COLUMNS TOTALS							285,976,368.13	62,618,476.89	10,220,940CF	34,440,734.04	181,246,420CF	.00	207,726,462.88	3,319,927.89
													3,319,927.89	
													211,046,790.52	
													1,579,920.47	
													209,467,465.05	
													332,955,998.52	
AUDITOR'S OFFICE, WARREN COUNTY, OHIO														
IT IS HEREBY CERTIFIED, that the foregoing is a true and accurate statement for the year 2018, FINANCER OF WARREN COUNTY, OHIO showing the balance as listed in each fund and account at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining in the credit of each, and the balance of money in the treasury and depositories.														
CPI-DF 168MB3-REP001														

Resolution

Number 18-1094

Adopted Date July 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. Grossmann.
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Refunds file

Resolution

Number 18-1095

Adopted Date July 10, 2018

ENTER INTO EROSION CONTROL BOND AGREEMENT FOR PRUS PROPERTIES, LLC
FOR COMPLETION OF IMPROVEMENTS IN THE VILLAGES OF CLASSICWAY,
SECTION 7 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to enter into the following performance bond agreement upon
recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND AGREEMENT

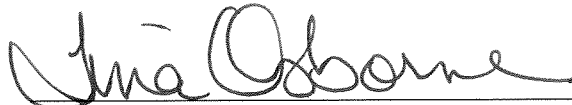
Bond Number	:	N/A
Development	:	The Villages of Classicway, Section 7
Developer	:	Prus Properties, LLC
Township	:	Hamilton
Amount	:	\$196,235.00
Surety Company	:	Ohio Farmers Insurance Company (8950508)

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

**SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE
SECURITY AGREEMENT**

EROSION & SEDIMENT CONTROL

Security Agreement No.

This Agreement made and concluded at Lebanon, Ohio, by and between Prus Properties, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Ohio Farmers Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in The Villages of Classicway Subdivision, Section/Phase 7 (3) (hereinafter the "Subdivision") situated in HAMILTON (4) Township, Warren County, Ohio, in accordance with the Warren County Erosion and Sediment Control Regulations adopted November 16, 2006 (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$150,950.00 ^{MHC}, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$150,950.00 ^{MHC}; and,

WHEREAS, the County Commissioners require all developers to post security in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved Improvements to secure the performance of the construction of uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations and to require all Developers to post security in the sum of twenty percent (20%) of the estimated total cost of the Improvements after the completion of the Improvements and their tentative acceptance by the County Commissioners to secure the performance of all maintenance upon the Improvements as may be required between the completion and tentative acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$196,235.00 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations (hereinafter the Performance Obligation). If any sum greater

than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the Director of the Warren County Soil & Water Conservation District of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not performed in accordance with the Warren County Erosion and Sediment Control Regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County Erosion and Sediment Control Regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County Erosion and Sediment Control Regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$2,190⁰⁰ to secure the performance of all maintenance upon the Improvements as determined to be necessary by the Director of the Warren

County Soil & Water Conservation District (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the Director of the Warren County Soil & Water Conservation District of the maintenance required upon the Improvements to bring the same into compliance with Warren County Erosion and Sediment Control Regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the Director of the Warren County Soil & Water Conservation District.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County Erosion and Sediment Control Regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the Director of the Warren County Soil & Water Conservation District, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be

necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.

11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.
12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1250

B. To the Soil & Water Conservation District:

Warren County Soil & Water Conservation
District Attn: Director
320 East Silver Street
Lebanon, OH 45036
Ph. (513) 695-1337

C. To the Developer:

Prus Properties, LLC.

ATTN: Joe Prus
5325 Wooster Rd
Cincinnati, OH 45226
Ph. (513) 321-7774

D. To the Surety:

Ohio Farmers Insurance Company
One Park Circle
Wootfield Center, OH 44251
Ph. (513) 985 - 9080

All notices and requests for inspection, unless otherwise specifically provided herein, shall be by certified mail, return receipt requested, and shall be complete upon mailing. **All parties are obligated to give notice of any change of address.**

14. The security to be provided herein shall be by:


- Certified check or cashier's check** (attached) (**CHECK #**_____)
- Original Letter of Credit** (attached) (**LETTER OF CREDIT #**_____)
- Original Escrow Letter** (attached)
- Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).
- Surety obligation of national bank** (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. **The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**
17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

IN EXECUTION WHEREOF, the Developer and the Surety have caused this security agreement to be executed on the date stated below.


DEVELOPER:

Pursuant to a resolution authorizing the undersigned to execute this agreement.

SIGNATURE: 
 PRINTED NAME: Joseph Prus
 TITLE: Managing Member
 DATE: 6-28-2018

SURETY:

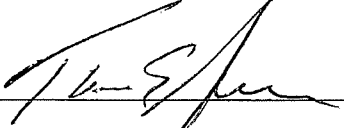
Pursuant to an instrument authorizing the undersigned to execute this agreement.

SIGNATURE: 
 PRINTED NAME: Kathleen A. Underwood
 TITLE: Attorney in fact
 DATE: June 27, 2018

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-1095, dated 7/10/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**


SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 7/10/18

RECOMMENDED BY:

By: 
**DIRECTOR
WARREN COUNTY SOIL & WATER
CONSERVATION DISTRICT**

APPROVED AS TO FORM:

By:  ASST PROS.
COUNTY PROSECUTOR

Key:

1. Name of Developer
2. Name of Person, Firm, Entity, etc. who is providing the security whether that be a bank or other financial institution (in the case of a letter of credit or escrow letter) (Surety Company in the case of a bond) or the Developer itself (in the case of a certified check or cashier's check)
3. Name of subdivision with section number and phase number where applicable
4. Name of Township

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/24/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 3411882 01

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint KATHLEEN A. VONDERHAAR, PATRICK J. MORGAN, SUSAN M. RINDERLE, JOINTLY OR SEVERALLY

of CINCINNATI and State of OH its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 24th day of FEBRUARY A.D., 2017 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 24th day of FEBRUARY A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of

June 2018



Signature of Frank A. Carrino Secretary Frank A. Carrino, Secretary

**Financial
Statement**

Ohio Farmers Insurance Co.

December 31, 2017

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY	
12/31/17	
(in thousands)	
Assets	
Cash, cash equivalents, and short term investments	35,162
Bonds	465,546
Stocks	165,581
Subsidiaries	2,093,058
Real estate	66,639
Premiums receivable	122,793
Other assets	159,116
Total assets	3,107,895
Liabilities	
Reserve for unearned premiums	172,782
Reserve for unpaid losses and loss expenses	334,323
Reserve for taxes and other liabilities	266,276
Total liabilities	773,381
Surplus	
Surplus to policyholders	2,334,514
Total surplus	2,334,514
Total liabilities and surplus	3,107,895

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2017.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Senior Executive

Sworn to before me this 14th day of February A.D: 2018.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 06/19/2017

Effective 07/01/2017

Expires 06/30/2018

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-States Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2016 that it has admitted assets in the amount of \$2,964,703,740, liabilities in the amount of \$752,835,972, and surplus of at least \$2,211,867,768.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Jillian Froment in cursive.

Jillian Froment, Director



Resolution

Number 18-1096

Adopted Date July 10, 2018

APPROVE VARIOUS RECORD PLATS

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

- Soraya Farms Lifestyle Community Section 5 – Clearcreek Township

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-1097

Adopted Date July 10, 2018

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO HUMAN SERVICES FUND #203

WHEREAS, the Department of Human Services has requested that the twelfth month of their mandated share for SFY 2018 be transferred into the Human Services Public Assistance Fund #203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101 into Human Services Fund #203:


\$17,094.75 from #101-1112-742-9000 (Commissioners Grants - Public Assistance)
into #203-2040-999-9000 (Human Services - Public Assistance)


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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 18-1098

Adopted Date July 10, 2018

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO HUMAN SERVICES FUND #203

WHEREAS, the Department of Human Services has requested that the first month of their mandated share for SFY 2019 be transferred into the Human Services Public Assistance Fund #203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101 into Human Services Fund #203:

\$16,596.38 from #101-1112-742-9000 (Commissioners Grants - Public Assistance)
into #203-2040-999-9000 (Human Services - Public Assistance)


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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Operational Transfer file
Human Services (file)
OMB

Resolution

Number 18-1099

Adopted Date July 10, 2018

APPROVE AN OPERATING TRANSFER FROM SEWER REVENUE FUND 580 INTO SEWER REVENUE PROJECT FUND NO. 575 FOR SEWER SYSTEM IMPROVEMENTS

WHEREAS, the Sewer Revenue Fund (surplus) will finance the costs associated with the sewer project in Fund 575; and

WHEREAS, an operating transfer is necessary in order to process payment of current and anticipated obligations associated with said project; and

NOW THEREFORE BE IT RESOLVED, to approve the following operating transfer:


\$12,858.00 from #580-3319-3319-997 (Operating Transfer)
 into #575-3382-9000-999 (Landen Sewer Lining Project)

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

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


Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jmb

cc: Auditor 
Operational Transfer file
Water/Sewer (file)
OMB

Resolution

Number 18-1100

Adopted Date July 10, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND #101-1112

WHEREAS, the Board of Commissioners have received a charitable contribution from Miami Valley Gaming pursuant to an agreement signed on June 10, 2014; and

WHEREAS, the agreement includes payments to the County in 2018 of Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, the agreement further states that said payments shall be paid into the County General Fund and used at the sole discretion of the Board of Commissioners; and

WHEREAS, in order to segregate said funds within the County General Fund, the Board of Commissioners intends to encumber said funds; and

WHEREAS, a supplemental appropriation is necessary in order to process a purchase order to make the encumbrance of the aforementioned annual donation; and

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

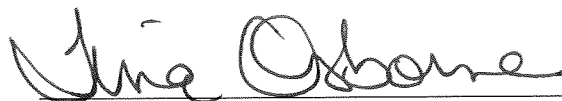
\$500,000.00 into #101-1112-703 (Other County Government)

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


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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental Appropriation file
Commissioners' file
OMB (file)

Resolution

Number 18-1101

Adopted Date July 10, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS' GENERAL FUND #101-1110 INTO JUVENILE COURT FUND #101-1240

BE IT RESOLVED, to approve the following appropriations adjustment from Commissioners' Fund #101-1110 into Juvenile Court Fund #101-1240 in order to process vacation leave payout leave payout for Martha Jolley former employee of Juvenile Court:

\$ 153.41	from	#101-1110-882	(Commissioners – Vacation Leave Payout)
	into	#101-1240-882	(Juvenile Court - Vacation Leave Payout)


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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Juvenile Court (file)
OMB

Resolution

Number 18-1102

Adopted Date July 10, 2018

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #101-1110 INTO JUVENILE PROBATION FUND #101-2500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #101-1110 into Juvenile Probation Fund #101-2500 in order to process a vacation leave payout for Wendi Blaha former employee of Juvenile Probation:

\$10,599.77 from #101-1110-882 (Commissioners – Vacation Leave Payout)
into #101-2500-882 (Juvenile Probation - Vacation Leave Payout)

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor vg
Appropriation Adjustment file
Juvenile (file)
OMB

Resolution

Number 18-1103

Adopted Date July 10, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT FUND #101-1220 AND FROM COMMON PLEAS PROBATION FUND #101-1223 INTO #101-1221

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 3,000.00 from #101-1220-210 (Material & Supplies)
into #101-1220-317 (Non-Capital Purchases)

\$ 10,000.00 from #101-1223-400 (Purchased Services)
into #101-1221-415 (Attorneys – Indigent)


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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1104

Adopted Date July 10, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #101-1600

BE IT RESOLVED, to approve the following appropriation adjustment:


\$60,000.00 from #101-1600-430 (Utilities)
into #101-1600-400 (Purchased Services)

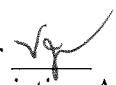
Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

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

Resolution adopted this 10th day of July 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 18-1105

Adopted Date July 10, 2018

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #07/10/2018 001, #07/10/2018 002, #07/10/2018 003, #07/10/2018 004, #07/10/2018 005, #07/10/2018 006, #07/10/2018 007, and #07/10/2018 008; said batches attached hereto and made a part hereof.


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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 

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

Resolution

Number 18-1106

Adopted Date July 10, 2018

ADOPT WARREN COUNTY TAX BUDGET FOR YEAR 2019

BE IT RESOLVED, to approve the Warren County Tax Budget for Year 2019, as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

to/

cc: Auditor ✓
OMB (file)
Budget file

Resolution

Number 18-1107

Adopted Date July 10, 2018

MODIFY SECTION 8.01.B OF THE RULES AND REGULATIONS OF THE WARREN COUNTY WATER AND SEWER DEPARTMENT TO INCLUDE THE ADOPTION OF A BACKFLOW TEST REPORT PROCESSING FEE

WHEREAS, it is the desire of this Board to amend the Rules and Regulations of the Warren County Water and Sewer Department to include the collection of an annual fee for the implementation of the backflow prevention and cross connection control program; and

WHEREAS, this Board on Tuesday, July 10, 2018 conducted a public hearing to discuss and collect comments regarding the implementation of the aforementioned fee; and

WHEREAS, this Board during the public hearing received no objections from the public regarding the aforementioned fee; and

NOW THEREFORE BE IT RESOLVED:

1. That Section 8.01.B of the Rules and Regulations of the Warren County Water and Sewer Department are hereby amended to include the following new operational charge:

15. Backflow Test Report Processing Fee \$25/Test Report

2. That all other provisions of the Warren County Water and Sewer Department Rules and Regulations shall remain unchanged by this action and that this action shall be effective immediately.

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

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

Resolution adopted this 10th day of July 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)