

Resolution

Number 22-0769

Adopted Date May 31, 2022

AUTHORIZE THE POSTING OF THE "TEMPORARY CHILD CARE SCHOLARSHIP PROGRAM SUPERVISOR" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Temporary Child Care Scholarship Program Supervisor" position within the Department of Job and Family Services, Human Services Division; and

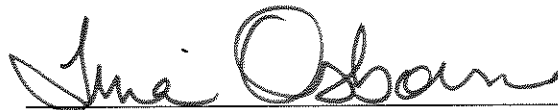
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Temporary Child Care Scholarship Program Supervisor" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning May 26, 2022.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Human Services Division (File)
S. Spencer - OMB

Resolution

Number 22-0770

Adopted Date May 31, 2022

AUTHORIZE THE POSTING OF THE "TEMPORARY CHILD CARE SCHOLARSHIP PROGRAM CASEWORKER" POSITION, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Temporary Child Care Scholarship Program Caseworker" position within the Department of Job and Family Services, Human Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Temporary Child Care Scholarship Program Caseworker" 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 May 26, 2022.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Human Services Division (File)
S. Spencer - OMB

Resolution

Number 22-0771

Adopted Date May 31, 2022

HIRE SHERRI HOLLIDAY AS ADMINISTRATIVE ASSISTANT WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

BE IT RESOLVED, to hire Sherri Holliday as Administrative Assistant, within the Warren County Department of Emergency Services, classified, full-time permanent, non-exempt status (40 hours per week), nonstandard work week, Pay Range #13, \$16.56 per hour, effective June 13, 2022. subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: S. Holliday's Personnel file
Emergency Services (file)
OMB – Sue Spencer

Resolution

Number 22-0772

Adopted Date May 31, 2022

REMOVE PROBATIONARY EMPLOYEE KAYLA HAMILTON, WITHIN EMERGENCY SERVICES

WHEREAS, Ms. Hamilton began employment as an Emergency Communications Operator with the Warren County Emergency Services on May 16, 2022, and is subject to a 365-day probationary period; and

WHEREAS, Section 3.02 (G) of the Personnel Policy Manual states that a newly hired probationary employee may be terminated at any time during his/her probationary period; and

WHEREAS, the Director of Emergency Services recommends said employee be terminated for failing to report to work; and

NOW THEREFORE BE IT RESOLVED, to remove Kayla Hamilton from employment within the Warren County Emergency Services, effective May 25, 2022.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0773

Adopted Date May 31, 2022

ADMINISTER DISCIPLINARY ACTION AGAINST KRISTEN OSBORN, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES

WHEREAS, Ms. Osborn, Emergency Communications Operator, within Warren County Department of Emergency Services, was charged with: a Group I, Offense #1 Discourteous treatment of a coworker and Group 1, Offense #10 Undesirable conduct; in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, Ms. Osborn was given notification of a pre-disciplinary conference on May 19, 2022; and

WHEREAS, Ms. Osborn waived her right to a pre-disciplinary conference on May 25, 2022; and

WHEREAS, it is the recommendation of the Director of Emergency Services, that Ms. Osborn serve a one (1) day working suspension with pay, as this follows progressive discipline; and

NOW THEREFORE BE IT RESOLVED, that Ms. Osborn, Emergency Communications Operator, within Warren County Emergency Services, be disciplined for violating Policy 8.03, Group I, Offense #1 Discourteous treatment of a coworker and Group 1, Offense #10 Undesirable conduct; in accordance with the Warren County Personnel Policy Manual, the penalty for which shall consist of a one (1) day working suspension to be served June 23, 2022; Mr. Osborn will be required to report to work on June 23, 2022 and receive compensation for hours worked; and

BE IT FURTHER RESOLVED, that this action shall become a part of Ms. Osborn's personnel file.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R:

cc: Emergency Services (file)
K. Osborn's Personnel File
OMB (Sue Spencer)

Resolution

Number 22-0774

Adopted Date May 31, 2022

ACCEPT RESIGNATION OF AMY FOX, FISCAL ASSISTANT WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JUNE 3, 2022

BE IT RESOLVED, to accept the resignation, of Amy Fox, Fiscal Assistant, within the Warren County Water and Sewer Department, effective June 3, 2022.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 22-0775

Adopted Date May 31, 2022

HIRE BO HARNER AS WATER DISTRIBUTION WORKER I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Bo Harner, as Water Distribution Worker I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$16.56 per hour, effective June 6, 2022 subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 22-0776

Adopted Date May 31, 2022

HIRE CAMILLE HUGHES AS WAREHOUSE UTILITY WORKER WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Camille Hughes, as Warehouse Utility Worker, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #12, \$15.87 per hour, effective June 6, 2022 subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 22-0777

Adopted Date May 31, 2022

HIRE ELNORA HAMILTON AS FISCAL ASSISTANT, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Elnora Hamilton, as Fiscal Assistant within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #14, \$25.50 per hour, under the Department of Water and Sewer Compensation Plan, effective June 14, 2022, subject to a negative drug screen, background check (BCI) and a 365-day probationary period.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

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

Resolution

Number 22-0778

Adopted Date May 31, 2022

AUTHORIZE THE POSTING OF THE "INFRASTRUCTURE SYSTEMS SUPERVISOR" POSITION, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Infrastructure Systems Supervisor" position within the Telecommunications Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Infrastructure Systems Supervisor" 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 May 24, 2022.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Telecom (File)
S. Spencer - OMB

Resolution

Number 22-0779

Adopted Date May 31, 2022

ENTER INTO CONTRACT WITH AQUA HYDRATION SOLUTIONS FOR THE ICE AND WATER MACHINE RENTAL

WHEREAS, pursuant to Resolution #22-0713, adopted May 17, 2022, this Board approved a Notice of Intent to Award Bid for the Warren County Ice and Water Machine Rental, for a total bid price of \$72,501.00; and

WHEREAS, all documentation including affidavits, insurance certificates, etc. have been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Aqua Hydrations Solutions, 415 Wards Corner Rd, Ste. D, Loveland, Ohio, for said project, for a total bid price of \$72,501.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Aqua Hydration Solutions
Facilities Management (file)
Bid file

CONTRACT

THIS AGREEMENT, made this 31 day of May, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Aqua Hydration Solutions, 415 Wards Corner Rd, Loveland Ohio**, doing business as an individual hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the project described as follows:

WARREN COUNTY ICE AND WATER MACHINE RENTAL

hereinafter called the project, for the sum of **\$72,501.00 annually for Year 1, 2, & 3, respectively, (seventy-two thousand, five hundred one dollars)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- Bid Guaranty (Attachment A)
- C) Affidavit of Non-Collusion
- D) Affidavit of Personal Property Tax
- E) Verification Statement
- F) Equal Employment Opportunity Requirements, Bid Conditions and Non-Discrimination and Equal Employment Opportunity Affidavit
- G) Technical Specifications/Special Provisions

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorney fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and

wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

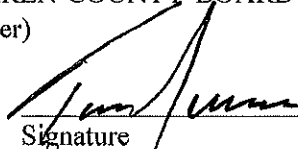
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)




Signature

Tom Grossman, President

Print Name and Title


ATTEST:



Name

(Seal)
ATTEST:

AQUA HYDRATION SOLUTIONS
(Contractor)

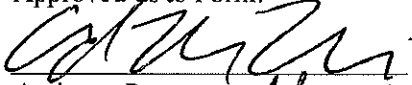
By: 

Signature

Don Roberts owner

Print Name and Title

Approved as to Form:



Assistant Prosecutor Adam Niece

Resolution

Number 22-0780

Adopted Date May 31, 2022

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO LIMITED & REVOCABLE USE AND INDEMNIFICATION AGREEMENT WITH ERIC WESLEY FIELDS RELATIVE TO 2381 GREENTREE ROAD IN TURTLECREEK TOWNSHIP

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Limited & Revocable Use and Indemnification Agreement with Eric Wesley Fields relative to 2381 Greentree Road in Turtlecreek Township; said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Fields, Eric
Airport Authority (file)
Bruce McGary

Limited & Revocable Use and Indemnification Agreement

THIS LIMITED AND REVOCABLE USE & INDEMNIFICATION AGREEMENT (the "Agreement"), effective on the last date of execution by the parties, has been entered into by the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, an Ohio County and political subdivision (the "County"), whose contact information for all purposes herein is 406 Justice Drive, Lebanon, Ohio 45036, Phone: (513) 695-1250, and Eric Wesley Fields ("Mr. Fields"), whose contact information for all purposes herein is 2355 Greentree Rd., Lebanon, Ohio 45036, Cell Ph. (513) 706-7404.

RECITALS:

WHEREAS, by virtue of a general warranty deed recorded in O.R. Vol. 4380, Page 448 on 1/16/2007 in the Warren County, Ohio Recorder's Office, the County is the owner of a 5.8 acre parcel located in Turtlecreek Township, Warren County at 2381 Greentree Rd., Lebanon, OH 45036, and identified as PID: 08-13-400-007 and Auditor's Acct. No. 5301327 (the "County's Property") which is more particularly described on Exhibit "A"; and,

WHEREAS, by virtue of a general warranty deed recorded as Doc. 2022-011895 on 12/2/2021 in the Warren County, Ohio Recorder's Office, Mr. Fields is the owner of a 5.511 acre parcel located in Turtlecreek Township, Warren County at 2355 Greentree Rd., Lebanon, Ohio 45050, and identified as PID: 08-13-400-008 and Auditor's Acct. No. 5317436 ("Mr. Field's Property"); and,

WHEREAS, Mr. Fields Property abuts the County's Property, and he desires to use the County's Property for limited purposes of accessing, enclosing and grazing horses regardless of the fact the County's Property is in such close proximity to the Warren County Airport, John Lane Field/Air Nav: I68 (the "Airport") which is a general aviation airport with 103 fixed based aircraft and generates numerous flights daily by single engine and multi engine airplanes, jet airplanes and helicopters that may approach and depart directly above and adjacent to the County's Property at low altitudes; and,

WHEREAS, the County is willing to allow Mr. Fields to use the County Property for the limited purposes and subject to the terms and conditions set forth herein; and,

WHEREAS, the management of the County's Property described on Exhibit "A", on behalf of the County, including without limitation the policing of Mr. Fields permitted uses of the County's Property, shall be by the Warren County Airport Authority Board ("AAB"), whose contact information for all purposes herein is 2460 Greentree Rd., Lebanon, Ohio 45036, Ph. (513) 932-7966, or its designee the Warren County Airport Manager.

NOW THEREFORE, in consideration of the recitals set forth above, which are incorporated by reference herein, the Parties do hereby agree to the following:

- 1) Non-exclusive Limited and Revocable Right of Use. Subject to full compliance with all terms and conditions of this Agreement, Mr. Fields shall be entitled to use the County's Property for the following limited purposes during the term of the Agreement, or until such time as the County may revoke and terminate the Agreement with or without cause:
 - a) no more than 5 horses owned by Mr. Fields or a family member, or a member of a 4-H club of which Mr. Fields is a club advisor, may be kept in a fenced enclosure on the County's Property; and,
 - b) at his sole cost, Mr. Fields may erect (at his assumed risk as described hereinafter) and maintain a livestock fence and gate(s) in good repair with specifications sufficient to prevent any horses kept or boarded by Mr. Fields from escaping from the fenced enclosure. The gate or gates that access such fenced enclosure shall be positioned only along the common boundary line with Mr. Field's Property and as far away from Greentree Road as possible.
- 2) Term. Subject to being earlier terminated, the term of this Agreement shall be one (1) year, with the right to renew for one or more annual terms. Mr. Fields and the County shall be required to execute a new Agreement each year the parties desire to continue the right to use the County's Property.
- 3) In-kind Consideration. Mr. Fields, at his sole cost (in lieu of monetary), shall at all times: a) maintain the County's Property by preventing the grass from growing taller than six (6) inches; b) maintain the fence line in such a manner as to prevent grass, trees or any other vegetation from growing therein; c) keep the County's Property free of all noxious weeds; d) keep the County's Property free of debris, trash or any other waste; e) keep and maintain all fence on the County's Property in good condition, repair and in compliance with specifications sufficient to prevent any horse Mr. Fields keeps or boards on the County's Property from escaping from the fenced enclosure.
- 4) Assumption of Risks. Mr. Fields, for himself and on behalf of his invitees, permittees, insurers and any third parties acting by or through him, does hereby agree that the intended use of the County's Property will entail known and unanticipated risks that could result in property damage and/or bodily injury, including but not limited to physical or emotional injury, paralysis or death, nevertheless, he assumes such risks of such activities and acknowledges the County assumes no responsibility for such risks, nor for the adequacy or sufficiency of warnings or lack thereof.
- 5) Strict liability. Mr. Fields acknowledges that he understands that Ohio laws (section 951.02, et seq. of the Ohio Revised Code and Ohio common law) impose strict liability upon the owner, keeper, or boarder of horses in the event a horse should escape the fenced enclosure on the County's Property and run at large, graze on another's land, or cause injury to property or damage to others. Mr. Fields assumes these risks and shall be solely liable for maintaining a fenced enclosure and/or

gate(s) on the County's Property in a sufficient manner to prevent a horse from escaping due to inadequate fence, gate, or any other reason.

6) Covenants, Conditions and Restrictions.

- a) There shall be no horse boarding for a fee, nor horse riding of any kind, by Mr. Fields or any other persons on the County's Property.
- b) Any fencing and gate(s) that exist or are constructed by Mr. Fields on the County's Property are to be maintained and/or constructed at his own expense and risk, and he acknowledges that such fencing or gate(s) shall be deemed to have been abandoned and forfeited to the County upon termination of this Agreement.
- c) There shall be no vegetation on the County's Property other than low growing grass for the purpose of horse grazing. For absolute clarity, no cereal grain products may be permitted at any time as such are wildlife attractants and incompatible with the Airport. Cereals are annual plants, generally of the gramineous family, yielding grains used for food, feed, seed and commercial or industrial purposes. Examples of cereals include but are not limited to corn, soybeans, barley, and wheat.
- d) There shall be no excavation of any kind, or ponding of water, on any part of the County's Property.
- e) There shall no erection of structures (other than the fence provided for above), piling or storing of dirt or spoils of any kind, storage of hay, feed, supplies or any other materials on the County's Property.
- f) There shall be no equipment or vehicles stored on the County's Property.
- g) Mr. Fields shall refrain from and prohibit others from erecting signage on the County's Property. In the event any signage should appear on the County's Property, the County or AAB shall be entitled to cause it to be removed immediately without notice to Mr. Fields.
- h) There shall be no activities on the County's Property that would interfere with the protected airspace on and above the ground including the Runway Protection Zone ("RPZ"), Approach Zone ("AZ") or Transition Zone ("TZ") overlays on the County's Property, or result in a violation of any other federal, state, and local laws including without limitation applicable zoning regulations.
- i) Mr. Fields shall not, nor permit, any use of the County's Property that will create electrical interference with radio communications between the Warren County Airport and any aircraft; conduct any activities that would make it difficult for pilots of aircraft to distinguish between Airport lights and others; any use that would impair visibility in the vicinity of the Airport; any use that would endanger the landing, taking off or maneuvering of aircraft; any use that will create a glare or misleading lights, or any fuel handling and storage, or smoke generating activities allowed.
- j) Encumbrances. Mr. Fields shall promptly pay all obligations to contractors, subcontractors, materialman and suppliers for goods and services used for his activities and shall not identify the rights or interest granted herein for purposes of, nor shall he allow any lender, vendor,

materialmen, supplier, or taxing authority to cause a lien of any type to be filed of public record against the County's Property. In the event Mr. Fields violates this restriction, the County may demand that Mr. Fields immediately satisfy and/or bond off any such lien or encumbrance within three (3) days of receipt of written notice from the County. Should Mr. Fields fail to timely do so, the County may, but is not obligated to, satisfy or bond off any lien or encumbrance relating to Mr. Fields activities, and Mr. Fields shall reimburse the County for any costs and expenses incurred by the County to remove or bond off the lien or encumbrance, and to recover payment in full from Mr. Fields, including reasonable attorney's fees, expenses, and costs incurred by the County.

- k) Non-Transferrable or Assignable. No rights under this Agreement are transferrable or assignable by Mr. Fields to any other person, or his successor or assigns of his property.
- 7) Termination. The Agreement shall terminate: i) after one (1) year; (ii) at any time Mr. Fields no longer uses the County's Property for the limited purposes stated herein for thirty (30) consecutive days, or (iii) by the County for any reason(s) with or without cause.
- 8) No Dedication, Claim or Interest Other Than as Provided Herein. This Agreement nor Mr. Fields use of the County's Property shall give rise to any claim or interest in the property under any legal or equitable theory including without limitation adverse possession, prescriptive easement, easement by use or necessity, merger, or estoppel.
- 9) Indemnification. Mr. Fields shall indemnify, defend and save harmless Warren County and its elected officials, employees, agents and insurers, and the AAB and its board, trustees, agents and insurers, from and against any and all liability, loss, damage, costs, attorney fees, or expense, of whatsoever nature or character, arising out of or occasioned by any claim or any suit for damages, injunction or other relief, on account of injury to or death of any person, environmental contamination, or damage to any property including the loss of use thereof, or on account of interruption of use of the property, or for public charges and penalties for failure to comply with federal, state or local laws or regulations, growing out of or in connection with any act or omission, negligent or otherwise, of Mr. Fields or his permittees or invitees.
- 8) Insurance

Mr. Fields shall obtain prior to his use and the effective date of this Agreement and maintain at all times while this Agreement is in effect, a policy of general liability insurance with a limit of \$2,000,000 per occurrence for bodily injury (including death) and for damage to property. Mr. Fields shall furnish to the County a certificate from an insurance carrier licensed, authorized or permitted to do business in the State of Ohio, evidencing that policy of insurance has been issued to Mr. Fields providing for the aforementioned insurance and certifying such policy is in force and that names Warren County and its elected officials and employees, and AAB and its board of trustees and Airport General Manager as additional insured with equivalent coverage and duty to

defend as such policy provides for Mr. Fields, as well as require thirty (30) days' prior written notice to the County of any notice of cancellation of or material change to such policy.

9) Real Property Taxes.

The County's Property currently enjoys the benefit of real property tax exempt status. In the event that any activities of Mr. Fields or his permittees or invitees should result in the County's loss of such real property tax exempt status, Mr. Fields shall be obligated to reimburse the County for any real property taxes, assessments, penalties, interest, or recoupment of taxes billed to the County resulting therefrom. In the event the current real property tax exempt status should be revoked, such act shall entitle the County to terminate this Agreement, however, Mr. Fields obligate to reimburse the County as provided herein shall survive termination of this Agreement.

10) Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective representatives, successors, and assigns.

11) Counterparts.

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

12) Severability.

If any provision of this Agreement is determined to be void and unenforceable by any court of competent jurisdiction, that determination shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13) Interpretation, Disputes and Litigation.

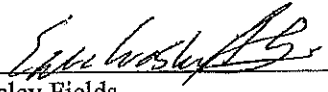
This Agreement is entered into in the State of Ohio and shall be interpreted in accordance with the laws of the State of Ohio regardless of choice of law rules. Interpretations and disputes of any kind relating to the terms and conditions of this Agreement shall be brought in or removed to the Warren County, Ohio, Court of Common Pleas exclusively, unless the Parties mutually agree in writing to mediation to occur in Warren County, Ohio. The parties irrevocably agree no claim or cause of action of any kind shall be brought in any other state or federal court and should Mr. Fields or his successors and assigns breach the conditions of this provision then Mr. Fields or his successors and assigns shall pay all court costs and reasonable attorney fees incurred by the County to remove such litigation to the Warren County, Ohio Court of Common Pleas.

14) Recordation; Public Domain. This Agreement shall not be recorded of public record in the office of the Warren County, Ohio Recorder's Office. Nor shall Mr. Fields or any third party on his

behalf cause any advertisement, and sale or rental listing of any kind relating to his property to represent that his tenants, successors, or assigns are entitled to use the County's Property.

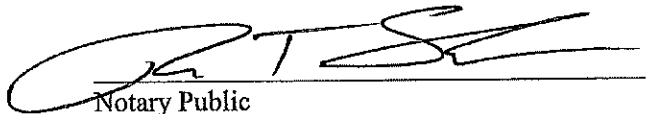
15) Execution by the Parties.

IN EXECUTION WHEREOF, Eric Wesley Fields, intending that the foregoing Agreement is legally binding, has set his hand hereto on the date stated below,.

SIGNATURE: 
NAME: Eric Wesley Fields
DATE: May 24, 2022

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 24 day of May, 2022, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be **Eric Wesley Fields** and acknowledged the signing and execution of foregoing Agreement is his free and voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).


Notary Public



RYAN T. SHANNON
Notary Public, State of Ohio
My Comm. Expires 04/16/2025

[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed, by its President or Vice-President, on the date stated below, pursuant to Resolution No 22-0780 dated 5-31-22.

SIGNATURE: [Signature]
NAME: Tom Grossmann
TITLE: President
DATE: 5-31-22

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 31 day of May, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be Tom Grossmann, whose title is **President or Vice-President** of the Warren County Board of County Commissioners, and pursuant to the authority granted to him or her to act on its behalf by Board Resolution, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

[Signature]
Notary Public



[SEAL]
KRISTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

Prepared and approved as to form by:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Bruce A. McGary, Assistant Prosecutor
Date: 5/26/2022

Exhibit "A" [metes & bounds description]

Parcel No. 08-13-400-007
Auditor's Acct. No. 5301327
Acreage: 5.8 acres
Address: 2381 Greentree Road, Lebanon, Ohio 45036

Situated in Turtlecreek Township, Warren County, Ohio and being a part of Section #13, Town 3, Range 4, and bounded and described as follows:

Beginning at an iron pin at the southeast corner of said Section #13;

Thence with the south line of said Section #13, S. 89° 15' 50" W. 2303.50 feet to an iron pin at the real point of beginning for this conveyance;

Running thence, from said real point of beginning, with the south line of said Section #13, S. 89° 15' 50" W. 185.00 feet to an iron pin at the southwesterly corner of the Loveless Tract as recorded in Deed Book 370, Page 469 of the Deed Records of said County;

Thence, with the westerly line of said Loveless Tract, N. 0° 22' 15" W. (passing an iron pin at 1262.89 feet) a distance of 1292.89 feet to an iron spike in the centerline of Greentree Road (County Road #20);

Thence with the centerline of said Road, S. 77° 50' 45" E. 218.00 feet to a point;

Thence, by a new division line, S. 0° 54' 30" W. (passing an iron pin at 30.00 feet) a distance of 1244.74 feet to the point of beginning, containing five and eight hundred thousandths (5.800) Acres, subject to all legal highways and easements of record.

Prior Deed Reference: O.R. Vol. 4380, Page 448.

Resolution

Number 22-0781

Adopted Date May 31, 2022

AUTHORIZE THE IMPLEMENTATION OF THE WARREN COUNTY WORKFORCE STABILIZATION SCHOLARSHIP PROGRAM UTILIZING THE AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, Lauren Cavanaugh, Human Services Director, presented the Workforce Stabilization Scholarship Program to this Board of Commissioners utilizing the American Rescue Plan Act Funds received by Warren County; and

WHEREAS, said program is specifically designed to address the current needs of those trying to reenter the workforce who find childcare as an obstacle; and

WHEREAS, the presentation presented allocated \$3,316,500 toward said childcare scholarships; and

WHEREAS, after lengthy discussion this Board is supportive of said program; and

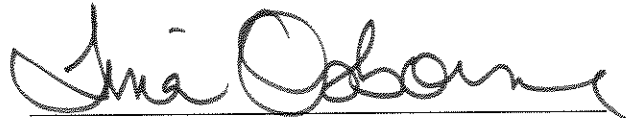
NOW THEREFORE BE IT RESOLVED, to authorize the Warren County Job and Family Services – Human Services Division to implement the Warren County Workforce Stabilization Scholarship Program utilizing American Rescue Plan Act Funds for an allocated amount of \$3,316,500.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Human Services (file)
S. Mason
L. Cavanaugh
J. Stilgenbauer

Resolution

Number 22-0782

Adopted Date May 31, 2022

APPROVE AMENDMENT TO THE AGREEMENT WITH REAL WORKFORCE SOLUTIONS, INC AS WIOA MONITORING SERVICES FOR THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the WIBBCW issued a Request for Quotes for Monitoring Services; and

WHEREAS, Contractor submitted a response to the Request for Quotes to perform both program and fiscal monitoring and

WHEREAS, WIBBCW initially entered into a contract for contractor to conduct program monitoring of WIBBCW and its service providers; and

WHEREAS, WIBBCW wishes to amend the contract to include fiscal monitoring of the WIBBCW and its service providers for Program Year 2021 – 2022; and

WHEREAS, WIBBCW also wishes to extend the contract for the performance of program and fiscal monitoring for Program Year 2022 – 2023; and

WHEREAS, Contractor has agreed to provide WIBBCW with said services; 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 amendment to the contract with the said Provider through June 30, 2023, copy of said amendment is attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Real Workforce Solutions, Inc.
Area 12 WIB (file)

AMENDMENT NO. 1

TO

VENDOR AGREEMENT NO. 22-0374

(PROGRAM YEAR 21-22)

BETWEEN

The WORKFORCE DEVELOPMENT BOARD OF

BUTLER |CLERMONT|WARREN,

AND

REAL WORKFORCE SOLUTIONS, INC.

DUNS #	01-430-0681
FEDERAL AWARD IDENTIFICATION (FAIN)	
#FEDERAL AWARD DATE	
TOTAL FEDERAL AWARD	
FEDERAL AWARDFING AGENCY	US Department of Labor
CATALOGUE FEDERAL DOMESTIC ASSISTANCE (CEDA) #	
PASS THROUGH AGENCY	Ohlo Department of Job and Family Services
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	Rebecca.Ehling@jfs.ohio.gov

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,

Title V, Sec. 505 (Mar. 23, 2018)

1. The % of the total costs of the program financed with Federal money is 100% percent.
2. The dollar amount of Federal funds for the project or program is \$ 9,600.00 .
The percentage and dollar amount of the total costs of the program that will be financed by non-governmental sources is \$0

WORKFORCE INVESTMENT BOARD BUTLER CLERMONT WARREN

VENDOR AGREEMENT

THIS CONTRACT is between the Workforce Investment Board Butler Clermont Warren, hereinafter referred to as "WIBBCW, and Real Workforce Solutions, hereinafter referred to as the "Contractor".

THIS AMENDMENT TO VENDOR CONTRACT NO. 22-0374, entered into the 15 day of March, 20 22 by and between the Workforce Investment Board Butler Clermont Warren, hereinafter referred to as "WIBBCW, and Real Workforce Solutions, hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, the WIBBCW issued a Request for Quotes for Monitoring Services; and

WHEREAS, Contractor submitted a response to the Request for Quotes to perform both program and fiscal monitoring and

WHEREAS, WIBBCW initially entered into a contract for contractor to conduct program monitoring of WIBBCW and its service providers; and

WHEREAS, WIBBCW wishes to amend the contract to include fiscal monitoring of the WIBBCW and its service providers for Program Year 2021 – 2022; and

WHEREAS, WIBBCW also wishes to extend the contract for the performance of program and fiscal monitoring for Program Year 2022 – 2023;

WHEREAS, Contractor has agreed to provide WIBBCW with said services, as more **fully** set forth below;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend Contract No. 22-0374 as follows:

1. SCOPE OF SERVICES

Attachment No. 1 is amended to include the underscored language to provide for fiscal monitoring in addition to the program monitoring of WIBBCW and its service providers. In performing fiscal monitoring Contractor shall use:

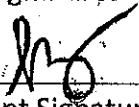
- a. The monitoring tool submitted in response to the Quote for Monitoring Services

- b. The State of Ohio's Fiscal Monitoring Tool if the State makes it available
 - c. The USDOL Core Monitoring Tool as it applies to Fiscal matters.
2. Section B, Compensation is amended to include the underscored language and to delete the stricken language:
1. Contractor shall be paid:
 - a. Four Thousand Dollars (\$4,000.00) for the conduct of one annual program monitoring of the WIOA programs delivered by the 3 OhioMeansJob Centers in each of the three counties comprising the WIBBCW workforce development area. Contractor shall be paid Five Thousand Six Hundred Dollars (\$5,600.00) for one annual fiscal monitoring. The total to be paid under this Contract for Program Year 2021- 2022 shall be Nine Thousand Six Hundred Dollars (\$9,600.00) The monitoring shall take place at such time during the program year as agreed to between the parties.
 - b. Four Thousand Dollars (\$4,000.00) for the conduct of one annual program monitoring of the WIOA programs delivered by the 3 OhioMeansJob Centers in each of the three counties comprising the WIBBCW workforce development area. Contractor shall be paid Five Thousand Six Hundred Dollars (\$5,600.00) for one annual fiscal monitoring. The total to be paid under this Contract for Program Year 2022- 2023 shall be Nine Thousand Six Hundred Dollars (\$9,600.00) The monitoring shall take place at such time during the program year as agreed to between the parties.
 2. WIBBCW shall pay Contractor Four Thousand Dollars (\$4,000.00) upon the submission of the program monitoring report and receipt of an invoice for the services; and Five Thousand Six Hundred Dollars (\$5,600.00) upon the submission of the fiscal monitoring report and receipt of an invoice for the services, each year that this Contract is in effect.
 3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
 4. This Amendment and all its attachments are made a part of said Agreement.
 5. The effective date of this Amendment shall be the date on which it has been signed by all the parties.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

Parties Signatures



Consultant Signature

5/17/2022

Date



WIBBCW Representative

5.23.22

Date

ATTACHMENT 1 STATEMENT OF WORK

SCOPE OF SERVICES - PROGRAM MONITORING

A. FUNDING STREAMS TO BE MONITORED

In reviewing files, contractor shall assure that their review encompasses appropriate testing of the Workforce innovation And Opportunity Act of 2014, Youth, Dislocated Worker and Adult Programs as well as any discretionary grants with respect to program fiscal transactions.

B. MONITORING OF WIBBCW SUB-RECIPIENTS

1. Contractor shall perform a performance and fiscal review consisting of agreed upon procedures of WIBBCW and their Service Providers. WIBBCW shall provide Contractor with a list of its service providers at the beginning of each program year or whenever a new service provider is added. At the time of entry into this agreement this includes the Ohio Means Jobs Centers in each of the Counties comprising the WIBBCW Workforce Development Area and Easter Seals.
2. Monitoring of WIBBCW will incorporate a review of fiscal activities and transactions, program management and automated systems data of WIBBCW including service providers' program data entries.
3. WIBBCW shall provide Contractor with electronic access to service provider Contracts and modifications if possible as well as read access to its fiscal books and records to the extent possible.

C. DEVELOPMENT OF THE MONITORING PROTOCOL AND ACCESS TO RECORDS

1. Contractor understands that the purpose of the monitoring is to identify areas of weakness so that they can quickly be addressed. Contractor shall provide recommendations to assist WIBBCW and its providers in correcting problems identified during their review.
2. Contractor shall be responsible for the development of the monitoring protocol. WIBBCW shall have the right to review the tool and upon mutual agreement between WIBBCW and Contractor to amend the protocol. The protocol shall not be considered proprietary.

3. The monitoring protocol to be developed shall include those elements from the USDOL Core Monitoring Tool applicable to the elements to be monitored by Contractor.
4. Contractor shall review previous findings identified during the immediately subsequent monitoring review to determine whether corrective action was taken with respect to findings identified in the previous monitoring report.
5. The monitoring tool shall incorporate those fiscal and program compliance items tested during the annual audit as well as program and governance items tested by the ODJFS during their annual monitoring of local areas.
6. Upon request Contractor agrees to provide WIBBCW and/or its Committees with their protocol and proposed testing sample amounts/numbers prior to conduct of the review.
7. Contractor shall be provided with read only access to the WIBBCW fiscal and data systems, and such other electronic access to WIBBCW systems and documents as may be necessary for proposer to conduct the monitoring services described.

D. MONITORING VISITS AND MONITORING REPORT

1. Mutually agreed upon dates for performing the agreed upon procedures for the Contract period will be coordinated with WIBBCW staff at the end of the WIBBCW program year each year that this contract is in effect.
2. Prior to each monitoring visit Contractor shall:
 - a. Inform the WIBBCW designee of the documents, books, records, contracts, policies, participant files, individual training account, and work-based training documents, board agenda and minutes and such other documents deemed necessary by Contractor.
 - b. Review and familiarize themselves with ODJFS OWD policies and issuances.
3. Prior to commencement of the monitoring review Contractor shall identify themselves to the WIBBCW designee who shall assist in coordinating the review with the various OMJ centers and making sure all requested records are made available.
4. Following each monitoring review Contractor shall conduct an exit conference detailing their findings and shall produce a draft report within thirty (30) days of their visit followed by a final report within sixty (60) days of receipt of the WIBBCW response.

5. The final and draft report shall include a chart which identifies the finding or observation in a matrix organized as depicted immediately below:

Program/Fiscal Area	Observation	Recommendation	Agree/Disagree WIBBCW must provide documentation and rationale	Resolution / Corrective Action
---------------------	-------------	----------------	---	-----------------------------------


6. In the event of observations, documentation as appropriate substantiating the observation shall be provided to WIBBCW by Contractor so that the observation can be resolved, if the documentation is not provided/scanned or emailed during the monitoring review or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable.
7. Contractor shall furnish WIBBCW with one (1) 1 electronic MS Word Copy and an electronic PDF copy of the report.
8. In reviewing WIOA files. Contractor shall determine whether:
- i. Eligibility including priorities for the adult program has been properly determined and the documents are recorded in the file for each participant sampled.
 - ii. Proof of workforce area residence.
 - iii. Income verification as appropriate is included in the file, correct and recorded.
 - iv. An assessment, and career plan is on file, up-to-date and supports the training if provided.
 - v. Pell Information is on file.
 - vi. For participants entering training - that the training is in a demand occupation and the participant had the qualifications for the training into which they were enrolled.
 - vii. Case notes have been entered appropriately.
 - viii. Data entry meets state timeliness requirements.

- ix. Participant progress is being followed and documented.
 - x. Employment verification is included in the file.
 - xi. WIOA Individual Training Account information is included in the file.
 - xii. Incentive payments to youth were documented in the file to show that the participant was actively participating and met the requirements for such awards. (This covers item 10 on page 14.)
- 9. A review WIBBCW Consortium and WDB Meeting Minutes to assure WIBBCW program compliance with policies, procedures, and awards.
 - 10. A review of the incentive payments made to youth participants by selecting a sample and ensuring customers were actively participating in the program and earned their incentives.
 - 11. Contractor shall review the Information Technology controls applicable to verification of reported participant data.
 - 12. A sample review of fiscal transactions in areas included in ODJFS and USDOL reviews, including a sample of procurements.

FISCAL AGENT EXECUTION

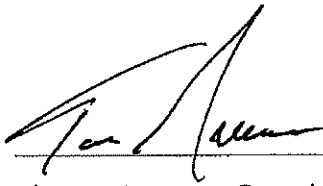
The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

Warren County Board of County Commissioners



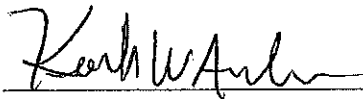
David Young, Commissioner

Shannon Jones, Commissioner



Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

Resolution

Number 22-0783

Adopted Date May 31, 2022

APPROVE PROFESSIONAL SERVICE AGREEMENT BETWEEN SINCLAIR COMMUNITY COLLEGE AS BOARD RETREAT FACILITATOR AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S AREA 12 WORKFORCE DEVELOPMENT BOARD.

WHEREAS, the Workforce Development Board's Executive Director (Interim) executes the functions of the WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the WDB; and

WHEREAS, the WDB's Executive Director (Interim) has contracted with Sinclair Community College to provide Board Retreat Facilitation for Area 12, effective June 2, 2022 through December 31, 2022; 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 agreement with the said Provider through December 31, 2022. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Sinclair Community College
Area 12 WIB (file)

VENDOR CONTRACT

THIS AGREEMENT, made this 2st day of June, 2022 by and between the Workforce Investment Board Butler, Clermont and Warren Counties and the Warren, Butler and Clermont Counties Consortium of Elected Officials the local workforce governing boards, hereinafter "WIBBCW" located at 406 Justice Drive, Ste 301, Lebanon, OH 45036, and Sinclair Community College, hereinafter referred as "Contractor", an Ohio community college and a political subdivision of the State of Ohio, created under Chapter 3354 of the Ohio Revised Code, having its principal address at 444 West Third Street, Dayton, Ohio 45402, hereinafter collectively the "Parties."

WHEREAS, the WIBBCW wishes to engage Contractor to serve as a facilitator for their governing board strategic planning retreat; and,

WHEREAS, Contractor desires to serve as the facilitator for the WIBBCW Strategic Planning Retreat;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

I. TIME OF PERFORMANCE

The services as stated in Article II hereof shall commence on June 2, 2022 and conclude on or before December 31, 2022.

II. SCOPE OF SERVICES

A. Contractor shall serve as the facilitator for the Area 12 Workforce Development Board Strategic Planning Retreat.

B. Kym Yahn shall serve as the Facilitator for the Area 12 Workforce Development Board Strategic Planning Retreat. Kym Yahn's credentials are:

- MBA, University of Dayton
- Senior Consultant, Organizational Effectiveness,
- Lead Faculty, Goldman Sachs 10,000 Small Businesses
- Workforce & Organizational Development, Sinclair Community College

C. As a part of their facilitation responsibilities Contractor shall be responsible for:

1. Information gathering to familiarize themselves with the workforce development system and the responsibilities of the Local Elected Officials and workforce development board.
2. Any pre-work or preparation meetings necessary to prepare for the Retreat
3. Facilitation of a full day Retreat to be conducted by June 2, 2022. In

facilitating the retreat Contractor is aware that the workforce system is funded through federal grants and shall be careful to guide the day so as not to result in strategies, goals and objectives that cannot be realized with the resources available to the governing boards

4. Post engagement follow up meetings as necessary to compile reports for the Area 12 Workforce Board.
 5. Compilation of a report consisting of the strategies, goals and objectives agreed to by the elected officials and board members participating in the retreat.
- D. Communications, material, and supplies will be provided as needed by Contractor, at no charge to WIBBCW.
- E. Contractor shall not be reimbursed for travel, lodging, or other expenses incurred in the performance of this Agreement.

III. COMPENSATION

- A. Contractor shall be paid up to a total amount of three thousand five hundred dollars_(\$3,500) for performance of the deliverables described in the scope of work.
- B. Contractor shall submit an invoice upon completion of the scope of work. The invoice shall contain a description of the services performed.
- C. Invoices are paid within thirty (30) days of receipt.
- D. It is understood that this Agreement is funded in whole or in part by State and/or Federal Grant funds. It is agreed that this Agreement is contingent on the availability of those State and/or Federal grants. If the Ohio General Assembly or the US Congress fails at any time to continue funding, then the Parties' obligations to each other under this Agreement are terminated. In such instance Contractor shall be paid for work performed up to the date of the Notice regarding the unavailability of the funds.

IV. TERMINATION OF SERVICES

The WIBBCW / the Consortium of Elected Officials or Contractor may terminate this Contract for convenience upon 30 days' notice to the other party. In such instance Contractor shall be paid for services rendered up to the date of receipt of the notice of termination however costs may not exceed 50% of the contract amount. In such instance Contractor, shall deliver any outstanding work products and documents which have been prepared by Contractor in the course of providing services under this Agreement which have not been previously

submitted.

V. RELATIONSHIP OF PARTIES

Contractor shall be engaged solely on an independent contractor basis, and Contractor shall therefore be responsible for all of Contractor's business expenses, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.

VI. NONDISCRIMINATION OF EMPLOYMENT

The Parties agree that any subcontractor hired by Contractor, and any person acting on behalf of Contractor or a subcontractor, shall not discriminate, by reason of race, color, sex, gender, ethnicity, religion, national origin, sexual orientation, ancestry, age, marital status, veteran status, or physical or mental disability and any other protected group status as defined by law or, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable statutes in the employment of any person qualified and available to perform services under this Agreement.

VII. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

The WIBBCW and the Consortium of Elected Officials shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to the Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the WIBBCW or the Consortium of Elected Officials shall be subject to copyright by Contractor in the United States or any other country.

VIII. DAVIS BACON and COPELAND ANTI-KICKBACK

Contractor shall comply with Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

IX. INSURANCE

Contractor may add WIBBCW as an additional insured to address indemnification to its applicable insurance policies

X. TELECOMMUNICATIONS AND SURVEILLANCE

Contractor agrees to comply with the **Statutory and national policy requirements 2 CFR 200.300** as stated below:

(a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

(b) The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310

XI. **Liability.** Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees, students and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of its own negligent acts or negligent omissions, including, but not limited to, attorney's fees, arising in favor of any person, corporation or governmental entity, including a party's employees and third parties, which arise from or are in anyway related to this Agreement. The Liability set forth in this paragraph shall survive the expiration or termination of this Agreement.

XII. COMPLIANCE WITH LAW

Contractor in the execution of duties and obligations hereunder agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

XIII. DRUG FREE WORKPLACE

Contractor agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XIV. DEBARMENT

Contractor represents and warrants that it is not debarred from consideration for contract awards by the federal government.

XV. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

XVI. MODIFICATION

This Contract may not be changed or modified except in writing duly signed by the parties hereto.

XVII. VENUE

Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Ohio State courts in the Warren County Judicial District. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

XVIII. GOVERNING LAW

The Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.

XIX. FINDINGS FOR RECOVERY

Contractor warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. 9.24. If the warranty is deemed to be false, this Agreement may immediately be terminated.

XX. OHIO ETHICS LAW

Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

XXI. CONFLICT OF INTEREST

No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of the Agreement or carrying out of any of the services under this Agreement shall, prior to the completion of the Work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of this Agreement.

XXII. PUBLIC RECORDS

It is expressly understood by the parties that WIBBCW and the Consortium of Elected Officials are subject to the Ohio Public Records Act, R.C. 149.43, *et seq.*, and that any record that is deemed a public record is subject to release if a proper request is made. Contractor may identify in writing information that it considers to be confidential and exempt from disclosure under the Ohio Public Records Act (the "Identified Information").

XXIII. CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors or shareholders, nor the spouse of any such person, has made contributions in excess of the limitations specified in R.C. 3517.13.

XXIV. NO EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES

Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of the Agreement.

XXV. NOTICE

All notices required to be given to WIBBCW or to Contractor under this Contract shall be sufficient when hand delivered or mailed to the other party at its office located at the address listed in the first paragraph of this Contract.

XXVI. HEADINGS

The headings in the Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of the Agreement.

XXVII. COUNTERPARTS

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

XXVIII. FACSIMILE SIGNATURES

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

XXIX. MATERIALITY

WIBBCW'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

XXX. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

XXI. ASSIGNMENT

Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent.

XXII. EXECUTION

This Agreement is not binding upon Contractor unless executed in full and is effective as of the last date of signature by the Contractor. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in

WITNESS:

Signature

Printed Name and Title

APPROVED AS TO FORM:



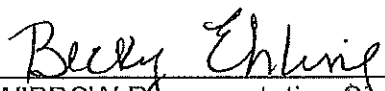
Keith Anderson, Assistant Prosecuting Attorney

such a manner as if such signature were an original.

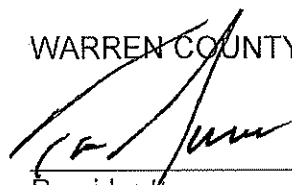
IN WITNESS WHEREOF, the parties have executed this agreement on the
31 day of May, 2022.

Parties Signatures


 5-23-2022
Contractor Signature - SINCLAIR COMMUNITY COLLEGE Date
Paul Murphy, Director of Business Services

 5-23-22
WIBBCW Representative Signature Date

WARREN COUNTY BOARD OF COMMISSIONERS :

 5-31-22
President Date

Vice President Date

 5-31-22
Commissioner Date

Resolution

Number 22-0784

Adopted Date May 31, 2022

ENTER INTO YOUTH WORKSITE AGREEMENTS ON BEHALF OF OHIOMEANSJOBS
WARREN COUNTY

BE IT RESOLVED, to enter into Youth Worksite Agreements with the following companies, as attached hereto and made part hereof:

Warren County Metropolitan Housing Authority
990 East Ridge Drive
Lebanon, OH 45036


Warren County Telecom
500 Justice Drive
Lebanon, OH 45036

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 31 day of May, 2022, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as **OMJWC, Warren County Metropolitan Housing Authority, 990 E Ridge Dr, Lebanon, OH 45036** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2023.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Summer Youth required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks

can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.

- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.

- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.

- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.

- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.

- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.

- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.

- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be

immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

Q. INSURANCE

Vendor (worksite) shall provide liability insurance coverage as follows:

Vendor (worksite) 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. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksite)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor (worksite) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County 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.

Vendor (worksite) shall provide Warren County 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 Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

R. This agreement may be modified upon mutual consent of both parties.

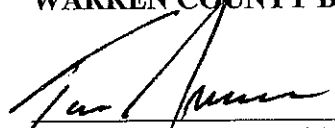
S. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:

T. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 20 31
day of May, 2022.

WARREN COUNTY BOARD OF COMMISSIONERS:



Tom Grossmann, President

WORKSITE:

Warren Metropolitan Housing Authority
Worksite Name



Signature/Worksite Administrator

5-20-22
Date

Facilities Director

Title of Worksite Administrator


If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

NA

Signature of Authorized Organized Labor Representative

Date

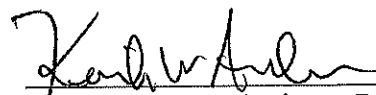
WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



Matt Fetty OMJWC, Director

5-26-22
Date

APPROVED AS TO FORM:



Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Warren Metropolitan Housing Authority.

Address: 990 E. Ridge Dr.

Phone: 513-695-3380 E-mail maintenance@warrenmta.org

Agency Administrator: Gary Johnson

Contact Person: Gary Johnson

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about 8 AM and continue until on or about 4:30 PM. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Warren Metropolitan Housing Auth. (Scattered sites)	Gary Johnson 513-267-6938	1-3 Total	16+	From: 8 AM To: 4:30 PM	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Brookview Apartment 2480 Brookview Dr.	" "	/	/	From: To: /	Yes No /
S. Lebanon Sunset/Mary Ln.	" "	/	/	From: To: /	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Franklin Oh. Scattered Sites	" "	/	/	From: To: /	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 Maintenance - Landscaping, Debris Removal, Patching, Painting,
Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

Yes No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Weedeater, blower, Mower

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

There is always something to do. We have over 200 properties

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Mary Johnson Facilities Director 5/20/22
Signature of Worksite Administrator/Title Date
Matt Fetty 5/26/22

Matt Fetty, Director, OhioMeansJobs Warren County

Date

**OhioMeansJobs Warren County
TANF Youth Employment Program
Worksite Agreement**

This agreement is entered into by and between on this 31 day of May, 2022, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Telecom, 500 Justice Drive, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2023.

WITNESSETH:

WHEREAS, OMJWC operates a TANF Work Experience Program which may provide temporary entry level employment experiences to eligible Warren County youth from age 14 through age 24 years; and

WHEREAS, eligible worksites are needed for TANF Work Experience Program participants; and

WHEREAS, the Worksite desires to participate in the TANF Work Experience Program by providing employment opportunities for youth at the above named worksite location.

NOW THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.
- B. OMJWC is mandated by law to serve only low income youth with identified barriers, as defined by the TANF Summer Youth Employment Program and Ohio's Comprehensive Case Management and Employment Program(CCMEP). The Worksite, in operating programs funded under the TANF Work Experience Program, assures that it will administer its program in full compliance with safeguards against fraud and abuse as set forth in the program regulations; that no portion of its TANF Work Experience Program will in any way discriminate against, deny services to or exclude from participation any person on the grounds of race, color, national origin, religion, age, sex, handicap or political affiliation or belief; and that it will target employment and training services to those most in need of them and best able to benefit from them.

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF Work Experience required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

The Worksite agrees to maintain open communication with monitoring staff assigned to the site and to reply to requests for information in a timely manner.

Wages requested must be for hours worked (or spent in OMJWC approved training/counseling sessions scheduled during regular work hours only). Time sheets must be signed by each youth and his/her supervisor before payroll checks

can be issued. Records pertinent to this agreement shall be retained by the worksite for the duration of the program and thereafter delivered to OMJWC within seven days to be properly stored.

- I. The Worksite assures that no person under its employment who presently exercises any functions or responsibilities in connection with OMJWC or TANF Summer Youth funded projects or programs, has or had any financial interest, direct or indirect; in this agreement, nor will the Worksite hire any person having such financial interest.
- J. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- K. The Worksite agrees to abide by all Federal, State and local labor laws; State of Ohio and Federal Child Labor Law restrictions (Attachment B); Civil Rights Provisions which include, but are not limited to, Title VI and VII of the 1964 Civil Rights Act; Ohio Revised Code 4112; Age Discrimination Enforcement Act; Rehabilitation Act of 1973; as well as any and all amendments thereto.
- L. The Worksite agrees and understands that participation in TANF Work Experience Programs requires no compensation of any kind to either party, and that there will be no compensation of any kind made to the Worksite.
- M. The Worksite shall comply with all Federal and State Occupational Safety and Health Regulations (OSHA) dealing with safety of workers on the worksite. The Worksite shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, The Board of Warren County Commissioners, the Area 12 Council of Governments, Area 12 Workforce Investment Board and their employees, from any and all liability that may arise as a result of an OSHA violation.
- N. Any changes in supervision, Worksite location, work duties or schedule for youth assigned to the Worksite, or any other changes in this Agreement, will be made only with prior written notification to and written approval from the OMJWC TANF Work Experience Program Coordinator. Failure to follow this procedure may result in immediate termination of the Worksite Agreement at the sole discretion of OMJWC.
- O. The Worksite and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s). OMJWC will notify the Worksite if there will be a reduced number or no placement of youth due to the unavailability of youth within fifteen (15) days after the beginning of the program.
- P. This agreement may be terminated without cause ten days following the receipt of written notice of termination given by either party. This agreement may be immediately terminated without legal or financial liability of OMJWC for the causes listed below:

1. If supervision provided is deemed inadequate;
2. If there is insufficient work for the youth;
3. If there is a lack of funds or if funding becomes unavailable to the OMJWC;
4. If the Worksite refuses to accept any additional conditions that may be imposed upon the Worksite by the Department of Labor, the State of Ohio Department of Job and Family Services or the OMJWC or if the Worksite, in the sole opinion of the OMJWC, fails to comply with any provisions of this agreement or any provision of the TANF Work Experience Program or any memorandum, policy, bulletin, etc. of the Ohio Department of Job and Family Services or the OMJWC.

Q. This agreement may be modified upon mutual consent of both parties.

R. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
See County	Policy

S. **CERTIFICATIONS:** The undersigned individuals have read and fully comprehend all statements in this Worksite Agreement and signify by their signatures a voluntary intent to be fully bound by the provisions of this agreement as well as any and all attachments which are explicitly merged and incorporated into the agreement. In addition, the organized labor representative, if applicable, reviewing this agreement expressly stipulated by his/her below affixed signature that he/she has read, understands and voluntarily concurs with the Worksite Agreement. A copy of the completed Worksite Agreement will be returned to the Worksite Administrator after being reviewed and signed by the OMJWC representative. The Worksite is to retain its copy of the Worksite agreement in its files for the duration of the program year.

T. Vendor (worksites) shall provide liability insurance coverage as follows:

Vendor (worksites) 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. *[if applicable]* Vendor (worksites) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor(worksites)further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a “claims made” basis, the policy provide that in the event this Agreement is terminated, Vendor (worksites) shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.


By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County 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.

Vendor (worksites) shall provide Warren County 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 Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

Appropriate self-insurance may be substituted by either party for coverage requirements hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 31
day of May, 2022.

WARREN COUNTY BOARD OF COMMISSIONERS:

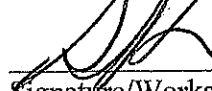


Tom Grossman, President

WORKSITE:

TELECOM

Worksite Name



Signature/Worksite Administrator

2022.05.23

Date

Deputy Director

Title of Worksite Administrator

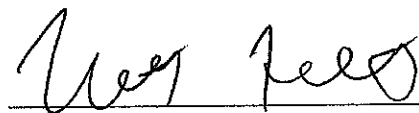
If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

NA

Signature of Authorized Organized Labor Representative

Date

OhioMeansJobs Warren County



Matt Fetty OMJWC, Director

5/26/22

Date

APPROVED AS TO FORM:



Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Warren County Telecom
 Address: 500 Justice Dr Lebanon OH 45036
 Phone: _____ E-mail _____
 Agency Administrator: Gary Estes
 Contact Person: Gary Estes
 FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about 5/24/22 and continue until on or about ~. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 7 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Telecom	Gary Estes	4	16+	From: 7 To: 5	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 TELECOM - PUBLIC SAFETY SYSTEM SUPPORT

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

Is your agency planning to have youth use power-driven machinery and/or perform any "hazardous occupational orders"? (Please refer to Child Labor Laws)

____ Yes No If yes, please describe the type of power-driven machinery to be used and/or "Hazardous" work tasks.

Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

NA

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Signature of Worksite Administrator/Title
Matt Fetty

2022.05.23
Date
5-26-22

Matt Fetty, Director, OhioMeansJobs Warren County

Date

Attachment B

Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saw, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

Resolution

Number 22-0785

Adopted Date May 31, 2022

APPROVE EMERGENCY PURCHASE ORDER TO TROUBLESHOOT AND REPAIR THE AVIATION LIGHTING FIXTURE AT THE OTTERBEIN WATER TOWER.

WHEREAS, the Water Department has encountered equipment issues with the aviation light fixture at the Otterbein Water Tower; and

WHEREAS, functioning aviation lights are required by the Federal Aviation Administration on all structures exceeding 200 feet above ground level to meet essential safety measures for both aviation pilots and to the public; and


NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 22001767 with Tri County Tower LLC in the amount \$3,795.00 for the troubleshooting and repair of the aviation lighting fixture system H&P 3000B at the Otterbein Water Tower.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

Resolution

Number 22-0786

Adopted Date May 31, 2022

APPROVE THE CONTRACT WITH CLERMONT COUNTY COMMISSIONERS ON BEHALF OF CLERMONT COUNTY JUVENILE COURT DIVISION, ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the Contract with Clermont County Juvenile Court on behalf of Mary Haven Youth Center to provide placement services from July 1, 2022 thru June 30, 2023. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Clermont County
Juvenile (file)
Mary Haven Youth Center (file)
Clermont County Juvenile Court

**Contract for Residential Treatment Services
Between the Counties of Warren County, Ohio
and
Clermont County, Ohio
AMENDMENT #5**

This Contract Amendment #5 is entered into effective July 1, 2022, by and between the Boards of County Commissioners of the Ohio counties of Warren and Clermont (hereinafter collectively, the "Participating Counties") and the Juvenile Divisions of the Court of Common Pleas of the Participating Counties, through their respective judges.

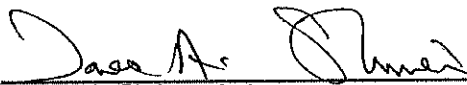
Whereas, Contract Amendment #4 was executed, May 19, 2021, by and between the Boards of County Commissioners of the Participating Counties and the Juvenile Divisions of the Court of Common Pleas of the participating Counties, through their respective judges extending all terms and conditions of the original Agreement until June 30, 2022, with the right to extend this Agreement on an annual basis.

Whereas, in the original agreement, section one states that Warren County agrees to provide and Clermont County agrees to pay if space is available, a per diem of **\$175.00** per day/per bed.


Therefore, in consideration of the mutual promises contained herein, the parties agree all other provisions remain in effect as previously agreed to in the original contract. This Agreement shall be effective from **July 1, 2022 through June 30, 2023**.

In Witness Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

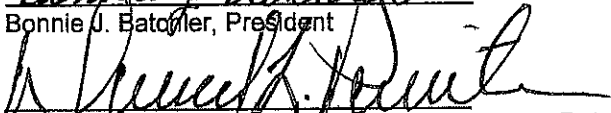
Approved by:
Clermont County Commissioners:


James A. Shriver, Judge
Clermont County Juvenile Court

May 4, 2022
Date


Bonnie J. Batofler, President

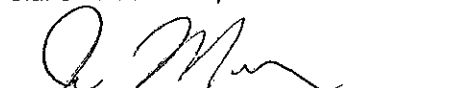
5/18/22
Date


David L. Painter, Vice President

5/18/22
Date

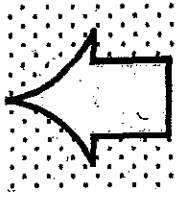

Claire B. Corcoran, Member

5/18/22
Date


Approved as to form only
Clermont County Prosecutor's Office

5-5-22
Date

Warren County Commissioners:



Joseph W. Kirby, Judge
Warren County Juvenile Court

Date

[Handwritten Signature]

Tom Grossmann, President

5.31.22
Date

Shannon Jones, Vice President

Date

[Handwritten Signature]

David Young, Member

5.31.22
Date

[Handwritten Signature]

Approved as to form only
Warren County Prosecutor's Office

4/29/22
Date

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Clermont

I, James A. Shriver, holding the title and position of Juvenile/Probate Judge at the firm Clermont County Juvenile Court, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

James A. Shriver

AFFIANT

Subscribed and sworn to before me this 4th day of May 20 22

Teresa D. Boothby
(Notary Public),

Clermont County.

My commission expires Nov 19 2022



Teresa D. Boothby
Notary Public, State of Ohio
My Commission Expires
November 19, 2022

8. IN RE: CLERMONT COUNTY JUVENILE COURT...AMENDMENT #5 TO THE CONTRACT FOR RESIDENTIAL TREATMENT SERVICES BETWEEN THE COUNTIES OF WARREN COUNTY, OHIO, AND CLERMONT COUNTY, OHIO, FOR MALE JUVENILE OFFENDERS...18-0511-008...EXECUTED

Moved by Commissioner Corcoran, seconded by Commissioner Painter, that the Board of County Commissioners approve the following recommendations:

Recommendation of Judge James A. Shriver, Clermont County Juvenile Court, with the concurrence of Thomas J. Eigel, County Administrator, to execute Amendment #5 to the Contract for Residential Treatment Services by and between the Boards of County Commissioners of the Ohio Counties of Warren and Clermont and the Juvenile Divisions of the Court of Common Pleas of Warren and Clermont, through their respective judges, for male juvenile offenders at the Mary Haven Youth Center, a division of Warren County Probate/Juvenile Court, previously ratified by the Board of County Commissioners on 07/12/2017, and subsequently amended 4 times, for participation in the Response Ability Pathways (RAP) Program, at a rate of \$175.00 per day/per bed, if space is available, effective for the period of 07/01/2022 through 06/30/2023, with all other terms and conditions of the original contract and amendments thereto to remain in full force and effect.

Upon roll call on the foregoing motion, the vote was as follows:

Commissioner Corcoran, Yes; Commissioner Painter, Yes; Commissioner Batchler, Yes.

Resolution

Number 22-0787

Adopted Date May 31, 2022

ENTER INTO AN UPDATED SCHEDULE D TO THE AGREEMENT WITH FIDLAR TECHNOLOGIES ON BEHALF OF THE WARREN COUNTY RECORDER

BE IT RESOLVED, to authorize the President of the Board to execute an updated Schedule D and to add Schedule G to the software usage agreement with Fidlar Technologies on behalf of the Warren County Recorder as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Fidlar Technologies
Recorder (file)

SCHEDULE D
WARREN, OH

(Updated 5/19/2022)

Remote Access Products
Community Service Products

This Schedule D replaces any previously signed Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

REMOTE ACCESS

LAREDO DESCRIPTION:

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo provides subscription only access and user subscriptions are granted and set up by the Client. After subscribers arrange for their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, www.fidlar.com.

Each new Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING\PRICING:

There is no charge to remote users as per Ohio legislation. Should this change, it is possible to modify the end-user pricing and integrate subscriptions plans and a per image price.

Laredo support (at 1-800-747-4600), including End-User subscriber support, is included in the per instrument charge.

DIRECTSEARCH (AVA) DESCRIPTION:

AVA will serve as the web-based solution to allow Warren County Ohio residents to search and view images for free.

TAPESTRY

The Client has the option to participate in Fidlar's Tapestry General Public Access System by permitting their information to be made available through the Fidlar Technologies Tapestry website (www.landrecords.net). The Client understands that Tapestry is a service offered and managed by Fidlar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidlar will determine who has access to their Tapestry websites and will provide phone and email support to users as well as manage the billing and collecting of Tapestry access fees from the end users. At the end of each calendar month, Fidlar will provide a credit to the Client based on the parameters below. This credit can be applied to any fees invoiced by Fidlar.

TAPESTRY PRICING:

Fidlar agrees to pay Client (via credit on Client's account with Fidlar):

- \$2.75 per Tapestry search transaction
- \$0.50 per document image printed
- \$4.98 per Print Results

The Client understands that access fees for Tapestry are set by Fidlar. Fidlar will notify Client at least 30 days in advance before such fees are changed.

MONARCH

NOTE: The "Monarch" section of this updated Schedule D will replace the previous Monarch Schedule G signed by the Warren County Recorder on October 30, 2019.

Fidlar Technologies' Monarch software is designed to allow land record's data and/or images to be distributed via an application programming interface (API). Monarch is designed to allow subscription-only access.

Fidlar will provide to the subscribers all the necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.

Under the terms of this agreement, Fidlar Technologies will only market access to County data and images with the specific permission of the county.

Fidlar License Fee to County per User Subscription	Cost
Present Day Images	Included in contract
Present Day Data	N/A
Historic Images	Included in contract
Historic Data	N/A
On Demand Images/Data	N/A
Security Options	
How many days will the information be delayed	5 days

Images will be watermarked w/ text (if Yes, see *below)	Yes
Will Restricted Document Types be included?	No

* "UNOFFICIAL COPY"

NOTE: County will receive a credit of \$0.10 per Document Image for Present-Day, Go-Forward images and \$0.005 per Document Image for Historical (prior to 2022) images. This credit will be applied to the County's Fidar invoices per the terms defined in Schedule G.

COMMUNITY OUTREACH SERVICES

PROPERTY FRAUD ALERT

Fidar's Property Fraud Alert (PFA) service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. PFA subscribers must sign up for the PFA service via the PFA website, www.propertyfraudalert.com. Subscribers will ONLY be notified by the PFA service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

PFA is a Fidar-managed web site and service. Fidar provides technical and end-user support via the PFA hotline service (1-800-728-3858).

PFA PRICING:

INCLUDED WITHIN COUNTY LIFECYCLE CONTRACT

HONOR REWARDS

(NOTE: This product is not applicable in Warren County at this time but may be activated by the Client at the Client's sole option at any point during the term of this Agreement.)

Fidar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive an Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program. Client is responsible for contacting local businesses and retailers and encourage them to participate in the program.

Fidar's Honor Rewards program includes:

- Creation and maintenance of your county's page at www.honorrewards.com
- Printing of all ID Cards for your county
- Delivery of the ID cards approximately every 2-3 weeks (it is Client's responsibility to get them to the veteran)
- Customer Support for veterans during the signup process
- Pre-Created promotional materials

HONOR REWARDS PRICING:

INCLUDED WITHIN COUNTY LIFECYCLE CONTRACT

ACCEPTED:

WARREN COUNTY, OH RECORDER:

Dated: 5-23-2022

Signed: [Signature]

Title: Recorder

FIDLAR TECHNOLOGIES, INC.:

Dated: 5/19/22

Signed: [Signature]

Title: Vice President

APPROVED AS TO FORM

[Signature]

Adam M. Nice
Asst. Prosecuting Attorney

WARREN COUNTY COMMISSIONERS

Dated: 5.31.22

Signed: [Signature]

Title: President

SCHEDULE G

(WARREN, OH)

This Schedule G replaces any previously signed Schedule G and Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

SELECT 1 OF THE FOLLOWING 2 OPTIONS:

OPTION 1: By checking here and signing below, you acknowledge you have the authority to utilize remote access (Monarch) revenue to offset Fidar invoices and you authorize Fidar to hold credits on account to do so. Should you choose this option, credits will be held in a non-interest-bearing account and a second signature from an authorized Elected Official, County Board Member, or Department Head is required.

Examples of remote access revenue: Monarch, Tapestry

Please select the types of Fidar invoices you would like to use your remote access revenue on:

LIFECYCLE BASTION/INFO REP HANDS FREE MICROFILM
 N/A LAREDO BILLING CONTRACT SERVICES MEDIA CONVERSION PROJECTS
 OTHER - PLEASE LIST: _____

Any excess revenue held on account after applying to selected invoices and reviewing projected needs will be refunded to you via Check/ACH.

OPTION 2: By checking here and signing below, you acknowledge that Fidar will refund all remote access credit earned via ACH or Check.

I/WE ACKNOWLEDGE THAT THIS INSTRUCTION SHEET HAS BEEN READ AND IS ACCEPTED:

Warren County, OH Recorder	<u>2ND SIGNATURE ONLY REQUIRED FOR OPTION 1</u>
Dated: <u>5-23-2022</u>	Warren County, OH
Signed: <u>[Signature]</u>	Dated: <u>5-31-22</u>
Name: <u>Linda A Ode</u>	Signed: <u>[Signature]</u>
Title: <u>Recorder</u>	Name: <u>Tom Grossmann</u>
	Title: <u>President</u>

If you choose to receive remote access revenue and/or refunds via ACH, please fill in the necessary ACH Details:

Routing Number: _____ Account Number: _____

For Internal Use Only:

APPROVED AS TO FORM

[Signature]

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

Resolution

Number 22-0788

Adopted Date May 31, 2022

AUTHORIZE PAUL KINDELL TO SIGN THE PROJECT ACCEPTANCE DOCUMENT FROM INDIGITAL, ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, INdigital has completed installation activities and customer has beneficial use of the equipment/ services described on the attached project acceptance document; and


NOW THEREFORE BE IT RESOLVED, to authorize Paul Kindell to sign the project acceptance document with INdigital as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—INdigital
Telecom (file)



Hardware Refresh, New Admin Integration

Customer: Warren County, OH

Contact: Paul Kindell

Service Address: 500 Justice Drive, Lebanon OH

- Solacom Controller A County - 500 Justice Drive
- Solacom Controller B - E. Lytle Five Points Road

Service Type: Controller Hardware refresh including TIG/Admin

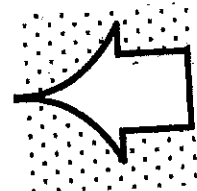
- Solacom Controller A&B- cut into service 2/10/22
- TIG- A&B - cut into service 4/26/22

INDigital has completed installation activities and customer has beneficial use of the equipment/services described. The contract between INDigital and Warren County OH has been delivered, satisfactorily tested, and deployed. This will further certify that the equipment/services have been verified as functional with regard to the contract requirements and in accordance with the manufacturer's specifications.

Customer:

Signature:

Print Name: Paul Kindell
Title:
Date:



*The following punch list items were identified and documented for completion.

SMS Eagle	INDigital was unable to reIP the Eagle at Lytle to move to a new switch and has opened a ticket with Solacom. Once this issue is resolved INDigital will work with Garrett to move this off the old switch to the new.

Thank you for choosing INDigital

For Billing/Invoice Inquiries please call 260-469-2010

Resolution

Number 22-0789

Adopted Date May 31, 2022

AUTHORIZE ACCEPTANCE OF QUOTE FROM MOBILCOMM, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR BDA SYSTEM BACKUP EQUIPMENT

WHEREAS, Mobilcomm, Inc. will provide backup BDA system equipment per attached quote, to ensure emergency operations for campus-wide BDA system; and


NOW THEREFORE BE IT RESOLVED, to accept the quote from Mobilcomm, Inc. on behalf of Warren County Telecommunications for BDA system backup equipment.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Mobilcomm, Inc
Telecom (file)



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Warren County Telecommunications

ADDRESS: 500 Justice Dr

CITY, STATE, ZIP: Lebanon, Ohio 45036

SYSTEM #:

SALES TAX:

DATE: 3/25/2022

EXPIRES: 5/25/2022

REV:

ATTENTION: Paul Kindell

E-MAIL: Paul.Kindell@wcoh.net

TELEPHONE:

SALES REP: Dave Nieman

TELEPHONE: 513-595-5945

E-MAIL: dnieman@mobilcomm.com

QUOTE #:

PREPARED BY: Jim Stamper

TELEPHONE: 513-595-5896

E-MAIL: jstamper@mobilcomm.com

DESCRIPTION:

ERRC System Expansion

Warren County - Backup BDA System Equipment

- * Provide, configure and test cold standby BDA system equipment to ensure emergency operation for campus wide BDA system.
- * Develop documentation and backup system procedure to ensure that the system can be brought online with minimal down time.
- * All work to be preformed during normal business hours

APPROVED AS TO FORM

Adam M. Nice

Asst. Prosecuting Attorney

Total Payable to Mobilcomm:

\$25,160.36

MOBILCOMM AUTHORIZED:

DATE:

5/25/22

ACCEPTED BY:

DATE:

5.31.22

TERMS/CONDITIONS for:	Warren County Telecommunications:
Description of Work:	ERRO System Expansion
Proposal By:	Jim Stamper

Item Description	Details - Please contact Jim Stamper for questions or clarification of this document	Mobilcomm	Customer	Other
Owner Responsibilities	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
Assumptions	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
Proposal	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
Purchase Orders	Purchase Orders, if required, must be included with the signed copy of this quotation.			
Liability & Damages	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed. In no event will Mobilcomm be liable for incidental or consequential damages			
Maintenance Agreement	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
Manufacturer's Warranty	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
Returns	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in its original packaging, within fifteen (15) days after shipment.			
Payment Terms & Tax	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
Acceptance	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			

Resolution

Number 22-0790

Adopted Date May 31, 2022

AUTHORIZE ACCEPTANCE OF STATEMENT OF WORK QUOTE FROM MOBILCOMM, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS FOR BDA SYSTEM UPGRADE

WHEREAS, Mobilcomm, Inc. will upgrade the existing BDA antenna system in the 500 & 520 buildings to operate in conjunction with the Warren County Jail Facility, as indicated on the attached statement of work quote and;

NOW THEREFORE BE IT RESOLVED, to accept the Statement of Work from Mobilcomm, Inc. on behalf of Warren County Telecommunications for BDA system upgrade.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Mobilcomm
Telecom (file)



1211 WEST SHARON ROAD, CINCINNATI, OHIO 45240 513-595-5800

PROPOSAL FOR: Warren County Telecommunications

**ADDRESS: 500 Justice Dr
CITY, STATE, ZIP: Lebanon, Ohio 45036**

**SYSTEM #:
SALES TAX:
DATE: 3/25/2022
EXPIRES: 5/25/2022
REV:**

**ATTENTION: Paul Kindell
E-MAIL: Paul.Kindell@wcoh.net
TELEPHONE:**

**SALES REP: Dave Nieman
TELEPHONE: 513-595-5945
E-MAIL: dnieman@mobilcomm.com**

**QUOTE #:
PREPARED BY: Jim Stamper
TELEPHONE: 513-595-5896
E-MAIL: jstamper@mobilcomm.com**

**DESCRIPTION: ERRC System Expansion
Warren Co Telecom BDA System Upgrade (Customer Coax)**
* Upgrade existing equipment in building 500 & 520 to operate in conjunction with WC Jail facility.
* Decommission existing equipment in building 500 & 520 upon completion of system upgrade installation work.
* All work to be performed during normal business hours
* Any access penetrations, conduit, electrical, fire alarm monitoring or permitting requirements are the owners/alternate vendors responsibility.
* All existing internal fiber connections are the owners responsibility.
* See attached SOW for additional details.

APPROVED AS TO FORM

**Adam M. Nice
Asst. Prosecuting Attorney to Mobilcomm:**

\$31,620.56

MOBILCOMM AUTHORIZED:

DATE: 5/25/22

ACCEPTED BY:

DATE: 5.31.22

SCOPE of WORK for: Description of Work: (Proposal By):	Warren County Telecommunications ERRC System Expansion Jim Stamper
--	--

Work Description	Details - Please contact Jim Stamper for questions or clarification of this document	Warren County	Customer	Other
Materials	Procurement of the BDA and all associated materials as described in order to support the system design.	X		
	Supply 120Vac- 20 Amp circuit within 2' of BDA equipment. Connected to back-up power source		X	
RF Equipment Installation	Install all associated RF equipment, remotes, splitters, fittings and antennae as proposed.	X		
Coaxial Cable Installation	Customer will run all coax cable and supply pathway hardware as required to support the system design.		X	
	Technical documents for the BDA's alarm outputs will be provided as reference but it will be the responsibility of the customer or another vendor to run cables, connect to, setup, monitor or operationally test any alarm features regarding the fire control panel system.	X	X	
	Any pathway conduit, riser sleeves, core drillings, roof penetrations or specific structural concerns regarding the systems design will be the responsibility of the customer or other vendors to deliver.		X	
Removal / Decommissioning	Upon completion of the system upgrade all existing 800Mhz BDA equipment will be decommissioned and left in place or disposed of as decided upon by the customer.	X	X	
Fiber Connectivity	All fiber connectivity between the master unit location (frame room) and Buildings 500 & 520 remote units will be supplied by the customer. All current in-house fiber is believed to be single mode fiber and in good working order. Existing fiber will be utilized if possible to support this design upgrade project.		X	X
Testing	An initial site walk will be done to determine a baseline reference of public safety system coverage within the structure.	X		
	A post installation site walk will be done to verify operation confirm system coverage.	X		
Optimization	Optimization of the RF components to provide overall public safety communications within the parameters of the systems coverage design.	X		
Revisions	Any changes, modifications or adjustments that may be required during the building process prior to the final installation must be authorized by both parties. Any changes or modifications to the design proposal that will require additional cost or labor to the project will require a change order or an additional quote can be provided to the customer.	X	X	
Notes	It is the customers responsibility to inform the Authority Having Jurisdiction of any activity involving the installation of an ERRC system. Any information obtained with regards to local or state fire code requirements must be passed on to all parties at the time of notification. Any changes made to the current local regulations that pertain to permitting, installation, optimization or to the local inspection process itself will need to be evaluated and addressed as the need arises.	X	X	
	If any additional work is required that is outside of either parties control, additional change orders may be required.	X	X	

TERMS/CONDITIONS for Description of Work Proposal By:	Warren County Telecommunications ERRC System Expansion Jim Stamper
---	--

Item Description	Details - Please contact Jim Stamper for questions or clarification of this document	Mobilcomm	Customer	Other
Owner Responsibilities	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
Assumptions	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
Proposal	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
Purchase Orders	Purchase Orders, if required, must be included with the signed copy of this quotation.			
Liability & Damages	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
Maintenance Agreement	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
Manufacturer's Warranty	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
Returns	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in its original packaging, within fifteen (15) days after shipment.			
Payment Terms & Tax	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
Acceptance	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0791

Adopted Date May 31, 2022

APPROVE AND ENTER INTO AN AGREEMENT WITH WARREN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES ON BEHALF OF THE WARREN COUNTY TRANSIT SERVICE

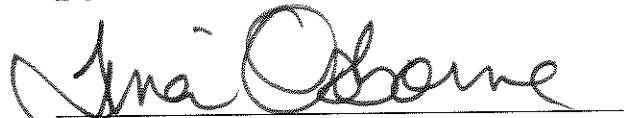
BE IT RESOLVED, to approve and enter into an agreement with Board of Developmental Disabilities, 42 Kings Way, Lebanon, OH 45036 on behalf of the Warren County Transit Service, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: c/a – Warren County Board of Developmental Disabilities
Transit (file)

TRANSPORTATION SERVICES AGREEMENT

This agreement, effective June 6, 2022 is made as of this 3rd day of May, 2022 by and between the Warren County Board of Commissioners, as owners of Warren County Transit Service, hereinafter referred to as WCTS and Warren County Board of Developmental Disabilities 42 Kings Way, Lebanon, OH 45036, hereinafter referred to as WCBDD, for transportation services to be provided by the Warren County Transit Service (WCTS). The term of this agreement shall be for a period of one (1) year beginning on June 6, 2022.

DESCRIPTION OF SERVICE:

Transportation services for individuals selected by WCBDD that attend WCBDD program site(s) will be provided by WCTS. WCTS will be responsible for scheduling and adjusting routes as needed. WCTS agrees to make reasonable efforts to accommodate special requests by riders for timing and/or physical accommodations and to notify WCBDD of requests that cannot be accommodated.

Passengers may not determine or alter routes or times and no individual shall be scheduled to ride for more than 90 minutes one way.

This Transportation Services Agreement shall be valid only for transportation within the regular service area and regular service days and hours of operation of WCTS. Contracted WCTS vehicles will be for the exclusive use of WCBDD during the contracted hours; no non-WCBDD passengers may be transported.

CONTRACT TERMS:

WCTS agrees to provide the described transportation services on a cost per hour per vehicle basis which includes the cost of all labor, materials, equipment, etc. to complete their obligations under this agreement. The current rate is \$39.50 per hour per vehicle.

Hourly rates will be rounded to the nearest quarter hour. The above rate is subject to change. WCTS will notify WCBDD at least thirty (30) days in advance of any changes in transportation service fees.

WCBDD agrees to give five (5) days notification of additions or deletions of passengers whenever possible.

WCBDD will be invoiced on a monthly basis for the transportation services provided. It is agreed that each monthly invoice will be due and payable within thirty (30) days following receipt.

WCTS agrees to give as much advance notice as possible, with a minimum of thirty (30) days, in the event that transportation can no longer be provided. WCBDD agrees to give WCTS thirty (30) days notification of the termination of the Agreement.

WCTS shall:

1. provide transportation services to individuals of WCBDD as requested by WCBDD;
2. maintain a 2-way communication system between the vehicles and the WCTS office;
3. instruct drivers on the completion of daily documentation sheets on daily attendance of passengers provided by WCBDD;
4. require drivers to complete daily documentation sheets;
5. conduct and document a daily pre-trip safety inspection and post-trip inspection for passengers and belongings of each vehicle used;
6. maintain all vehicles utilized for WCBDD transportation in a safe condition and maintain records regarding service and maintenance on every vehicle used in conjunction with this contract;
7. conduct and document an annual safety inspection on each vehicle used in conjunction with this contract;
8. conduct pre-employment criminal background check, abuser registry check and nurse aide registry check on all driving personnel, as well as annual BMV reports on each driver. All reports are subject to inspection by designated WCBDD management personnel;
9. implement a drug and alcohol testing policy in accordance with the **ALCOHOL AND DRUG FREE WORKPLACE ACT** and the **CDL ALCOHOL AND DRUG TESTING PROGRAM**;
10. ensure all drivers that transport WCBDD passengers are at least of the minimum legal driving age and have 2 years driving experience and possess the appropriate license(s) required to operate the vehicles provided by WCTS;
11. ensure all drivers have current First Aid and CPR training while transporting WCBDD individuals;
12. abide by the WCBDD Transportation Department's safety guidelines, and transportation manual guidelines as appropriate, including prior to their assignment to a vehicle with passengers on board and annually thereafter, provide driver training that addresses (at a minimum);
 - review and distribution of appropriate transportation procedure manual;
 - driver instruction on individual confidentiality;
 - training in the requirements of the rule 5123:2-17-02 of the Administrative Code relating to incidents adversely affecting health and safety (MUI/UI);
 - driver instruction on the general characteristics and needs of developmentally disabled individuals;
 - the rights of developmentally disabled individuals;
 - familiarization with the vehicle operation and proper use, operation, and safety inspection of adaptive equipment and securement systems such as wheelchairs and vest;

- familiarization with the safe operation of wheelchair lift systems and the safe loading and unloading of individuals;
13. conduct annual evacuation drills for each route;
 14. provide drivers access to appropriate information (supplied by WCBDD to WCTS) about individuals to the degree that such information might affect the safe transportation and medical well-being while being transported. Drivers shall be instructed on how to access this information from the WCTS office in the event of an emergency.
 15. WCTS agrees to maintain adequate number of substitute drivers as well as sufficient backup vehicles to provide uninterrupted service for all individuals; and
 16. The WCTS service provider shall provide a certification of liability insurance to WCBDD

The obligation of WCTS described herein shall be performed by the contracted service provider, Universal Transportation Systems.

For the purposes of administering this agreement, the point of contact for the WCBDD will be the Operations Director or his/her designee. The point of contact for WCTS will be the director of the Office of Grants Administration.

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with THE Licensed Facility Services Agreement; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 -1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

Catch-all definition:

- a. The following terms used in this Agreement shall *have* the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- b. Applicable Law means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- c. Applicable Requirements mean all of the following:

- a. applicable law
- b. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and
- c. the requirements of this Agreement.
- d. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- e. *Business Associate* means the same as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement.
- f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 -1320d-8 and regulations promulgated there under as may be amended.
- g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at A 45 CFR Part 160 and Part 164.
- h. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual of other person legally authorized to act on behalf of the individual.
- i. *Protected Health Information ("PHI")* is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
- j. *Underlying Service Contract* means the contract entered into between the DD Board and the Business Associate for Licensed Facility Services.

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to *give* the DD Board any right to control the Business Associate's conduct in the course of performing a *service* on behalf of the DD Board.

3. The DD Board shall provide the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.

4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.

5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPPA Rules applicable to covered entities and business associates, and as follows:

- a. Licensed Facility Services;

- b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
- Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the APHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - The person/entity agrees to notify the Business Associate of any breaches of confidentiality;
- c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.

6. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and Requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).

8. The Business Associate shall report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:

- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
- b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
- d. uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.

9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to the DD Board of any

subcontractors or agents who are to be given access to PHI.

10. The Business Associate shall make all PHI and related information in its possession available as follows:

- a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
- b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.

11. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.

12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the HIPAA Rules, and any amendments thereto.

13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528

14. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

15. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.

16. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.

17. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any

third party who has received PHI from the Business Associate.

18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

WARREN COUNTY BOARD OF DD REPRESENTATIVE

Megan K. Manceel 5/5/2022
Signature Date
Title: Superintendent

WARREN COUNTY BOARD OF COMMISSIONERS

[Signature] 5.31.22
Signature Date
Title: President

ACKNOWLEDGEMENT BY WARREN COUNTY TRANSIT SERVICE OPERATOR

[Signature] 5.18.22
Signature Date
Title: Director of Strategy & BusDev

Approved as to form:

Keith Anderson
Keith Anderson
Assistant County Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 22-0792

Adopted Date May 31, 2022

ACKNOWLEDGE PAYMENT OF BILLS

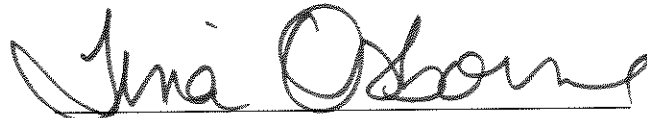
BE IT RESOLVED, to acknowledge payment of bills from 5/24/22 and 5/26/22, as attached hereto and made a part hereof.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 22-0793

Adopted Date May 31, 2022

APPROVE VARIOUS RECORD PLATS

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

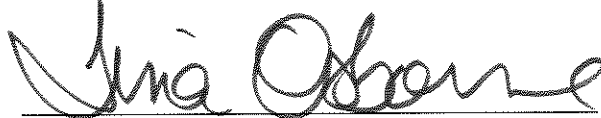
- Meijer Subdivision, Section Three - Deerfield Township

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 22-0794

Adopted Date May 31, 2022

APPROVE OPERATIONAL TRANSFERS OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510, #5583, SEWER FUNDS #5580, AND #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of April 2022:

\$ 17,549.48	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 761.83	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 19,062.31	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 3,247.46	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Tz/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

Resolution

Number 22-0795

Adopted Date May 31, 2022

APPROVE SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY
FUND #2211

BE IT RESOLVED, to provide funds for additional ARPA projects approved by the Board, it is necessary to approve the following supplemental appropriation within fund 2211:

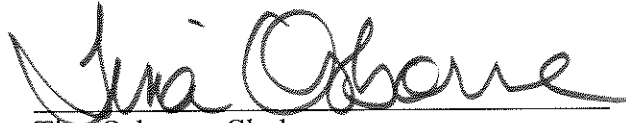
\$8,154,000.00 into #22111110- 5410 (Fiscal Recovery – Contracts BOCC Approved)

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/js

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

Resolution

Number 22-0796

Adopted Date May 31, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN AUDITOR FUND 11011120

BE IT RESOLVED, to approve the following appropriation adjustment:

\$500	from	# 11011120-5911	(Non Taxable Meal Fringe)
	into	# 11011120-5940	(Travel)

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
Appropriation Adj. file

Resolution

Number 22-0797

Adopted Date May 31, 2022

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS FUND #11011223
INTO #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from 11011223-5102 (Regular Salaries)
into 11011220-5370 (Software – non-Data Bd. Approv.)

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 22-0798

Adopted Date May 31, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /
COMMUNICATIONS CENTER FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00 from #11012850-5830 (Workers Comp)
 into #11012850-5370 (Software – Non Data Bd. Approv)

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)

Resolution

Number 21-0799

Adopted Date May 31, 2022

APPROVE AN APPROPRIATION ADJUSTMENTS WITHIN WORKFORCE INVESTMENT BOARD FUND #2238

BE IT RESOLVED, to approve the following appropriation adjustments:


\$ 2,076	from	#22385800-5811	(WIB – PERS)
\$12,024	from	#22385800-5840	(WIB – Unemployment)
\$ 2,900	from	#22385800-5940	(WIB – Travel)
\$17,000	into	#22385800-5370	(WIB – Software – Non Data Bd. Approv)

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj file
Workforce Investment Board (file)

Resolution

Number 22-0800

Adopted Date May 31, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs sick leave payout due to the retirement of employees; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

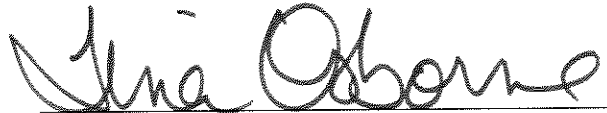
\$4,500.00	from	55103200 - 5998	(Reserve/Contingency)
	into	55103200 - 5881	(Sick Leave Payout)

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 22-0801

Adopted Date May 31, 2022

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER REVENUE FUND
NO. 5510

WHEREAS, the Water and Sewer Department incurs vacation leave payout due to the retirement
of employees; and

WHEREAS, an appropriation adjustment is necessary to accommodate said costs; and

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

\$15,000.00 from 55103200 - 5998 (Reserve/Contingency)
into 55103200 - 5882 (Vacation Leave Payout)

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

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

Resolution

Number 22-0802

Adopted Date May 31, 2022

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	AQUA HYDRATION SOLUTIONS LLC	FAC ICE AND WATER MACHINES	\$ 72,501.00
TEL	MOBILCOMM INC	TEL MOBILCOMM BDA SYSTEM UPGRA	\$ 31,620.56
TEL	MOBILCOMM INC	TEL MOBILCOMM BDA SYSTEM UPGRA	\$ 25,160.36
WIB	SINCLAIR COMMUNITY COLLEGE	FACILITATOR SERVICE AGREEMENT	\$ 3,500.00

5/31/2022 APPROVED:



Tiffany Zindel, County Administrator