



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

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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

GENERAL SESSION AGENDA

July 30, 2024

- | | | |
|-----------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| #1 | | <i>Clerk—General</i> |
| #2 | 9:00 | <i>Representative to Discuss the Refinancing of Bonds for the Benefit of the Great YMCA Including its Warren County Facilities</i> |
| #3 | 10:00 | <i>Groundbreaking Ceremony for the New Warren County Court Building</i> |

The Board of Commissioners' public meetings can now be streamed live at [Warren County Board of Commissioners - YouTube](#)

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/kp

cc: Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amount
FAC	TERRACON CONSULTANTS INC	FAC BLANKET FOR MATERIALS TEST	\$ 25,000.00 *capital purchase
TEL	MOBILCOMM INC	TEL MOBILCOMM SNIDER TOWER WOR	\$ 1,000.00 *contract in packet
TEL	MOBILCOMM INC	TEL MOBILCOMM WEATHER SYSTEM I	\$ 12,410.00 *contract in packet
VET	MT ORAB CDJR	VET 2024 CHRYSLER VOYAGERS	\$ 197,500.00 *bid project

7/30/24 APPROVED :

Martin Russell, County Administrator

CONSENT AGENDA*

July 30, 2024

Approve the minutes of the July 16, 2024 Commissioners' Meeting

PERSONNEL

1. *Hire Kelley Wilson as Protective Services Caseworker II and Jaclyn Pancake and Lynette Richardson as Protective Services Caseworkers I within Children Services, Leanne Day as Business Manager and Delaney Wicks as Custodial Worker I within Facilities Management, Jessica Anderson as Eligibility Referral Specialist II within Human Services, and Trenton Buckler as Water Treatment Plant Technician within W/S*
2. *Rehire Kaylee Carman as Foster Care Caseworker II within Children Services*
3. *Approve end of 365- day probationary period and pay increase for Michael Morris within Facilities Management and Jenna Bour within W/S*
4. *Accept resignation of Annaliese Poweleit, Chelsae Fisco, and Tiffany Kitchen within Children Services and Paige Barton and Danielle L.A. White within Emergency Services*

GENERAL

5. *Advertise for bids for the purchase of two Ford F550 4x4 Super Duty trucks for the Warren County Engineer's Office*
6. *Approve Notice of Intent to award bid to Barrett Paving and Materials Inc. for the FY24 City of Franklin-Bryant Avenue and Judy Drive Paving and Storm CDBG Project*
7. *Award bid to Mt. Orab Chrysler Dodge Jeep Ram for the purchase of two handicap upfit 2024 Chrysler Voyager LX Vans and two standard 2024 Chrysler Voyager LX Vans*
8. *Enter into master service agreement with Stantec Consulting for the RFQ for Waterline and Sanitary Sewer Design Services for 2024-2026*
9. *Approve emergency repair of the belt filter press #2 located at the Lower Little Miami Wastewater Treatment Plant*
10. *Approve various agreements and addenda relative to home placement services on behalf of children Services*
11. *Approve Amendment #1 to the subgrant agreement with Wood County and the Child Welfare Fellowship Project Parties on behalf of Children Services*
12. *Authorize the issuance of a credit card for use by the Clerk of Courts*
13. *Enter into agreement with Timeclock Plus, LLC on behalf of Emergency Services*
14. *Erect stop signs on Union Road (CR 33) at the intersection of Manchester Road (CR 104) so that said intersection functions as a four-way stop*
15. *Enter into agreement with Sunrise Cooperative on behalf of the Engineer's Office*
16. *Enter into contract with Donellon McCarthy on behalf of Human Services*
17. *Approve agreement with ESC relative to Truancy and Parent Success Programs on behalf of Juvenile Court*
18. *Enter into agreements with Warren County Records Center and Archives, Bick's Driving School, and Warren County Career Center on behalf of OhioMeansJobs*
19. *Enter into agreement with Millennium Business Systems on behalf of Solid Waste*
20. *Authorize President of the Board to sign Task Completion Report for Central Square Technologies on behalf of Telecom*
21. *Accept quote from Mobilcomm, Inc. on behalf of Telecom*
22. *Declare various items as surplus and authorize disposal of said items through internet auction*
23. *Acknowledge approval of financial transactions*
24. *Acknowledge payment of bills*
25. *Approve performance bond reduction for Clearcreek Reserve in Clearcreek Township*
26. *Approve final plats*

FINANCIALS

27. *Approve appropriation adjustments from Commissioners' into Common Pleas, Juvenile, and Facilities Management for payouts*
28. *Approve appropriation adjustment within Telecommunications*

**Please contact the Commissioners' Office at (513) 695-1250 for additional information or questions on any of the items listed on the Consent Agenda*

FOR CONSIDERATION NOT ON CONSENT AGENDA

1. Approving an interdepartmental subgrant agreement between the Warren County Human Services Division and Warren County Children Services Division to transfer the operation and administration of adult protective services from Warren County Human Services to Children Services
2. Approving the transfer of Kimberly Frick and Brenda Everett from the Warren County Human Services Division to the Warren County Children Services Division

APPROVING AN INTERDEPARTMENTAL SUBGRANT AGREEMENT BETWEEN THE WARREN COUNTY HUMAN SERVICES DIVISION AND WARREN COUNTY CHILDREN SERVICES DIVISION TO TRANSFER THE OPERATION AND ADMINISTRATION OF ADULT PROTECTIVE SERVICES FROM HUMAN SERVICES TO CHILDREN SERVICES

WHEREAS, Warren County Human Services receives annual funding from the Ohio Department of Job and Family Services (“ODJFS”) for the operation of Warren County Adult Protective Services (“APS”), a protective agency governed by Ohio Revised Code sections 5101.60 *et seq.*; and

WHEREAS, the parties agree that efficiency of APS operations, including intake, investigation, and case management, can best be achieved under the supervision and administration of Warren County Children Services; and

WHEREAS, Human Services must maintain fiscal responsibility for APS funding sources, including but not limited to, ODJFS grants and local senior levy revenue; and

WHEREAS, for the purpose of tracking funding for APS, the departments have agreed on terms, conditions, and requirements governing the administration of the financial assistance received by or used by WCCS for the purpose of operating the APS unit;

NOW THEREFORE BE IT RESOLVED, to approve the Interdepartmental Subgrant Agreement between Warren County Human Services and Children Services, as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, to authorize Children Services to operate, supervise, and administer Warren County Adult Protective Services on behalf of Human Services; and

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

M
M
M

Resolution adopted this XXth day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

Interdepartmental Subgrant Agreement for Adult Protective Services

This Interdepartmental Subgrant Agreement ("Agreement") is entered into on this the ____ day of July 2024, by and between the Warren County Department of Human Services ("WCDHS" or "GRANTOR") and Warren County Children Services ("WCCS" or "SUBGRANTEE").

WHEREAS, WCDHS receives annual funding from the Ohio Department of Job and Family Services for the operation of Warren County Adult Protective Services ("APS"), a protective agency governed by Ohio Revised Code sections 5101.60 *et seq.*; and

WHEREAS, the parties agree that efficiency of APS operations, including intake, investigation, and case management, can best be achieved under the supervision and administration of WCCS; and

WHEREAS, WCDHS must maintain fiscal responsibility for APS funding sources, including but not limited to, ODJFS grants and local senior levy revenue; and

WHEREAS, for the purpose of tracking funding for APS, this Agreement is to establish the terms, conditions, and requirements governing the administration of the financial assistance received by or used by WCCS for the purpose of operating the APS unit;

WHEREAS, this Subgrant Agreement is made pursuant to the grant award to WCDHS by the Ohio Department of Job and Family Services (ODJFS) and is not for research and development purposes. The grant award is under the authority of CFDA #93.667 (APS), Federal Award Identification #1801OHSOSR.; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED IN THIS SUBGRANT AGREEMENT, THE PARTIES HEREBY AGREE AS FOLLOWS:

DEFINITIONS: As used in this document, the words and phrases set forth below shall have the following meaning:

- A. "GRANTOR" means the Warren County Job & Family Services.
- B. "SUBGRANTEE" means the Warren County Children Services Board.
- C. "Financial Assistance" means all case, reimbursement, other payments, or allocations of fund provided by GRANTOR or SUBGRANTEE. All requirement in this Agreement related to financial assistance also apply to any monies including private monies and public money, as defined in section 117.01 of the Ohio Revised Code, used by the SUBGRANTEE to match federal, state or county funds.
- D. "Federal, state, and local laws" include all federal statutes and regulations; appropriations by the Ohio General Assembly; the Ohio Revised Code; uncodified law included in an Act, Ohio Administrative Code (OAC) rules; any federal Office of Management and Budget (OMB) circulars that a federal statute or regulation has made applicable to state and local governments; the relevant terms and conditions of any federal awards; as well as any resolutions or policies adopted by the Warren County Board of County Commissioners. Federal, State and local laws also include any Governor's Executive Orders to the extent that they apply to counties and any ODJFS Procedure Manuals and Guidance Letters. The term "federal, state, and local laws" includes all federal, state and local laws as listed in this paragraph and existing on the effective date of this Agreement, as well as, those federal, state and local laws enacted, adopted, issued, effective, amended, repealed, or rescinded on or after the effective date of this Agreement.

- E. "CFDA" means the Code of Federal Domestic Assistance assigned to a federal grant.

ARTICLE II RESPONSIBILITIES OF GRANTOR

GRANTOR agrees to:

- A. Provide funding to SUBGRANTEE in accordance with this Subgrant Agreement and federal, state, and local laws.
- B. Monitor SUBGRANTEE to ensure the Subgrant is used in accordance with all applicable conditions, requirements, and restrictions.
- C. Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed in the Agreement.
- D. Provide technical assistance and training to assist SUBGRANTEE, within the limits of available resources, in fulfilling its obligations under this Agreement.
- E. Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions set forth in or incorporated by this Agreement.
- F. Compensate Warren County Children Services within thirty (30) days of receipt of invoice for services rendered in the prior month.

ARTICLE III RESPONSIBILITIES OF SUBGRANTEE

- A. SUBGRANTEE will report to the contact specified in Article IX, below, who may communicate specific requests and instructions to SUBGRANTEE concerning SUBGRANTEE's performance under this Agreement. SUBGRANTEE will comply with all instructions or requests to the satisfaction of GRANTOR within ten (10) days after receipt of the instructions or requests. SUBGRANTEE expressly understands and acknowledges that any instructions are strictly necessary to ensure the successful completion of the activities specified in this Agreement and are not intended and do not amend or alter this Agreement or any part thereof. If SUBGRANTEE believes that any instructions or requests would materially alter the terms and conditions of the Agreement, SUBGRANTEE agrees to consult the specified contact for GRANTOR named in Article IX, below. SUBGRANTEE agrees to consult the designated contact for GRANTOR as necessary to ensure comprehension of Subgrant activities and their successful completion.

SUBGRANTEE further agrees to:

- A. Ensure the funds subject to this Subgrant Agreement are used in accordance with conditions, requirements, and restrictions of federal, state and local laws, the federal terms and conditions of the grant award, and this Subgrant Agreement in operation of the Adult Protective Services Program as required by state and federal regulations.
- B. Provide with each invoice, back-up documentation that corresponds with each line item of the invoice for actual costs incurred in the performance of the Subgrant Agreement i.e., salaries, supplies, mileage, etc. In addition, any other financial reporting requirements for the SUBGRANTEE as are necessary for the GRANTOR to meet its operational needs and obligations to ODJFS and federal government.
- C. Monitor all private and governmental entities that receive payments from Subgrants awarded under this Agreement to endure that each such entity uses the funds in accordance with the applicable federal and state laws and the terms of this Agreement.
- D. Take action to recover payments that are not used in accordance with the conditions, requirements, or restrictions set forth in this Agreement.

- E. Promptly reimburse GRANTOR for any funds GRANTOR pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which GRANTOR is responsible.
- F. Take prompt corrective action, including paying amounts resulting from adverse finding, sanction, or penalty if GRANTOR, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal, state, or local law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- G. Keep and maintain records that are sufficient for the preparation of report required by law and submit all reports as requested and required by GRANTOR.
- H. Make records available to GRANTOR, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit and investigation.

ARTICLE IV EFFECTIVE DATE OF THE SUBGRANT

- A. This Subgrant Agreement will be in effect beginning on July 27, 2024 and shall continue for twelve (12) months from the start date, unless this Subgrant Agreement is suspended or terminated pursuant to ARTICLE VIII prior to the above termination date.
- B. In addition to Section A above, it is expressly understood by both GRANTOR and SUBGRANTEE that this Subgrant Agreement will not be valid and enforceable until the Warren County Auditor certifies pursuant to Section 5705.41 (D), Ohio Revised Code, that the amount required to meet the GRANTOR's obligation or, in the case of continuing Subgrant Agreement to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the fiscal year in which the Subgrant Agreement is made, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

ARTICLE V AMOUNT OF GRANT/PAYMENT

- A. This grant shall not exceed the total amount of One hundred and eighty thousand dollars (\$180,000.00).
- B. Payment will be made to the SUBGRANTEE on an actual cost reimbursement basis. The total estimated cost shall be in accordance with the budget attached as Exhibit IV and shall not exceed the amount provided in Article V-A above. The budget shall include both the cost to operate the APS Program during regular business hours and the cost of after-hours services if there is need for either referrals to be made after hours and/or actual in-the-field emergency response.
- C. SUBGRANTEE shall bill GRANTOR monthly and submit bill(s) quarterly for reimbursement of disbursements for actual costs incurred in the performance of this Subgrant Agreement. Invoices shall be numbered, dated, reference this Subgrant Agreement, show the cost incurred by budget category (i.e., salaries, fringe benefits, equipment, travel, supplies, etc.) for the billing period and in cumulative amount to date. All invoices must be submitted to: Business Manager, Warren County JFS, 416 S. East St. Lebanon, OH 45036.
GRANTOR will make payment on all invoices submitted in accordance with the terms of the Subgrant Agreement. The final invoice, clearly marked "Final", must be submitted with 15 days of the expiration date of this Subgrant Agreement. Subgrantee releases and discharges Grantor from all further claims and Obligations under this Subgrant Agreement upon payment of this final invoice.
- D. SUBGRANTEE understands that availability of funds is contingent on appropriations made by the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds and appropriations by the Board of Warren County Commissioners. If, at any time, the GRANTOR Director

determines that federal, state, or local funds are insufficient to sustain existing or anticipated spending levels, the GRANTOR Director may reduce, suspend, or terminate and cash, or other form of financial assistance as the GRANTOR Director determines appropriate. If the Ohio General Assembly, ODJFS, funding sources external to the State of Ohio, such as federal funds, or the Board of Warren County Commissioners fails at any time to continue funding GRANTOR for the payments due under this Subgrant Agreement this Subgrant Agreement will be terminated as of the date funding expires without further obligation of GRANTOR or Warren County.

- E. As Subrecipient of federal funds, SUBGRANTEE hereby specially acknowledges its obligations relative to the funds provided under this Subgrant Agreement pursuant to OMB Circulars A-110 (2 CFR 215), A-21 (2 CFR 220), A-122 (2 CFR 230), A-87 (2 CFR 225), A-102 as applicable under federal, state, and local laws, and A-133, as well as, 45 CFR 74 or 45 CFR 92, as applicable to SUBGRANTEE under federal, state, and local laws, including but not limited to:
1. Standards for financial management systems: SUBGRANTEE and its SUBGRANTEE(S) will comply with the requirements of 45 CFR 74.21 or 45 CFR 92.20 as applicable, including but not limited to:
 - a. Fiscal and accounting procedures;
 - b. Accounting records;
 - c. Internal control over cash, real and personal property, and other assets;
 - d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 - e. Source documentation; and
 - f. Cash management
 2. Period of Availability of Funds: Pursuant to 45 CFR 74.28 or 45 CFR 92.23, as applicable, SUBGRANTEE and its SUBGRANTEE(S) may charge to the award only cost resulting from obligations incurred during the funding period of the federal and state awards noted in the Recitals to the Subgrant Agreement and for the term specific in Article IV of the Subgrant Agreement, unless carryover of these balances is permitted. All obligations incurred under the award must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
 3. Matching or Cost Sharing: Pursuant to 45 CFR 74.23 or 45 CFR 92.24, as applicable, matching or cost sharing requirements applicable to the federal program must be satisfied by disbursements for allowable costs to third-party in-kind contributions and must be clearly identified as used in accordance with all applicable federal, state and local laws.
 4. Program Income: Program income must be used in accounted for as specified in 45 CFR 74.24 or 45 CFR 92.25 as applicable to SUBGRANTEE.
 5. Real Property: If SUBGRANTEE is authorized to use Subgrant funds for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of 45 CFR 74.32 or 45 CFR 92.31 as applicable.
 6. Equipment: Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by SUBGRANTEE or its SUBGRANTEE(S) with Subgrant funds will be governed by 45 CFR 74.34 or 45 CFR 92.32 as applicable.
 7. Supplies: Title and disposition of supplies acquired by SUBGRANTEE or its SUBGRANTEE(S) with Subgrant funds will be governed by the provisions of 45 CFR 74.35, 93.33, and 7 CFR 3016.33 as applicable.

ARTICLE VI RECORDS

- A. SUBGRANTEE must maintain documentation conforming to all requirements prescribed by ODJFS or by federal, state, and local laws. SUBGRANTEE must prepare and maintain documentation to support

all transactions and to permit the reconstruction of all transactions and the proper completion of all reports required by federal, state, and local laws, and which substantiates compliance with all applicable federal, state, and local laws.

- B. Records must include sufficient detail to disclose:
 - 1. Services provided to program participants;
 - 2. Administrative cost of services provided to program participants;
 - 3. Charges made and payments received for items identified in paragraphs (B)(1) and (2) of the Article; and
 - 4. Cost of operating the organizations, agencies, programs, activities, and functions.
- C. SUBGRANTEE and its SUBGRANTEE(S) must maintain all records relevant to the administration of the Subgrant for a period of three (3) years or longer if any audit findings are pending and have not been resolved at the end of the three (3) year retention period.

ARTICLE VII AUDITS OF SUBGRANTEE

- A. SUBGRANTEE agrees to provide for timely audits as required by OMB Circular A-133, unless a waiver has been granted by a federal agency. Subject to threshold requirements of 45 CFR 74.26 or 45 CFR 92.26, as applicable, and OMB Circular A-133, SUBGRANTEE must ensure that it has an audit with scope as provided in OMB Circular A-133, Subpart E, section 500, that covers funds received under this Agreement. SUBGRANTEE must send one (1) copy of the final audit report to GRANTOR at Warren County Job & Family Services ATTN: Fiscal Supervisor, 416 S. East St. Lebanon, OH 45036 within two (2) weeks of SUBGRANTEE'S receipt of any such audit report.
- B. Additional responsibilities of SUBGRANTEE as an auditee under OMB Circular A-133 include, but are not limited to:
 - 1. Proper Identification of federal awards received;
 - 2. Maintenance of appropriate internal controls;
 - 3. Preparation of appropriate financial statements, including a schedule of federal awards expended;
 - 4. Proper performance and timely submission of an OMB Circular a-133 audit report;
 - 5. Follow-up on audit findings, including preparation of a summary schedule of prior audit findings and corrective action, if necessary, and the preparation of a corrective action plan.
- C. SUBGRANTEE will take prompt action to correct problems identified in an audit.

ARTICLE VIII SUSPENSION AND TERMINATION, BREACH, AND DEFAULT

- A. This Subgrant Agreement may be terminated in accordance with any of the following:
 - 1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the GRANTOR's Director and the SUBGRANTEE's Director. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.
 - 2. Either party may terminate after giving ninety (90) days written notice of termination to the other party by registered United States Postal Service return receipt requested. The effective date is the later of the termination date specified in the termination notice or the ninety-first (91) day following the receipt of the notice by the other party.
 - 3. GRANTOR may immediately terminate the Subgrant Agreement if there is loss of federal or state funds, a disapproval of the Subgrant Agreement by ODJFS, or illegal conduct by SUBGRANTEE affecting the operation of the Subgrant Agreement.
- B. If SUBGRANTEE or any of its SUBGRANTEE(s) materially fails to comply with any term of an award, federal, state, or local law, an assurance, a State plan or application, a notice of award, this Subgrant

Agreement, or any other applicable rule, GRANTOR may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBGRANTEE or its SUBGRANTEE(s) or more severe enforcement action;
 2. Disallow all or part of the cost of the Subgrant activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the SUBGRANTEE or its SUBGRANTEE(s) Subgrant activity;
 4. Withhold further awards for the Subgrant activity; or
 5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Subgrant Agreement.
- C. SUBGRANTEE, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Subgrant Agreement;
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and Subgrants correlated to the suspended or terminated Subgrant activities;
 3. Prepare and furnish a report to GRANTOR, as of the date SUBGRANTEE received the notice of termination or suspension, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities; and
 4. Perform any other tasks that GRANTOR requires which would assure compliance and resumption of the Subgrant Agreement.
- D. Upon breach or default by SUBGRANTEE of any of the provisions, obligations, or duties embodied in the Subgrant Agreement, GRANTOR will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by GRANTOR of any occurrence of breach or default is not a waiver of subsequent occurrences. If GRANTOR or SUBGRANTEE fails to perform any obligation under this Subgrant Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE IX NOTICES

- A. Notices to GRANTOR from SUBGRANTEE that concern the termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to: Director of Warren County Job & Family Services, Fiscal Supervisor, Warren County JFS to 416 S. East St. Lebanon, OH 45036.
- B. Notices to the SUBGRANTEE from GRANTOR that concern the termination, suspension, breach, default, or other formal notices regarding this Subgrant Agreement will be sent to: Director of Warren County Children's Services and Fiscal Supervisor, Warren County Children's Services to 416 S. East St. Lebanon, OH 45036.
- C. Routine communications from GRANTOR to SUBGRANTEE and from SUBGRANTEE to GRANTOR will be between the representatives of the Agencies. Each party will retain written record of any such communications.

ARTICLE X AMENDMENT

This document constitutes the entire agreement between GRANTOR and SUBGRANTEE with respect to all matters herein. Except as provided in ARTICLE X, below, this Subgrant Agreement may be amended only by a document signed by both parties. Both GRANTOR and SUBGRANTEE agree that any amendments to laws or regulations cited herein will result in correlative modification of this Subgrant Agreement without the

necessity for executing written amendments. Any written amendment to this Subgrant Agreement will be prospective in nature.

ARTICLE XI ADDENDA

GRANTOR may elect to provide information concerning this Subgrant Agreement in addenda hereto. Any addenda to this Subgrant Agreement will not need to be signed. Any claim or draw of monies following the receipt of the addenda will constitute acceptance of the terms and conditions contained in the addendum. Subsequently, GRANTOR may modify any addendum by mailing a modified version to the SUBGRANTEE. Any claim or draw on the modified addendum will constitute acceptance of the terms and conditions in the modified addendum.

ARTICLE XII SUBGRANTS

- A. SUBGRANTEE must perform all duties contemplated by the Subgrant Agreement. None of the SUBGRANTEE's duties or actions pursuant to the Subgrant Agreement may be sub granted, nor shall the Subgrant Agreement be assigned, or any subawards made by SUBGRANTEE, without the prior express written authorization of GRANTOR.
- B. Any Subgrants made by SUBGRANTEE to a unit of local government, university, hospital, other nonprofit, or commercial organization will be made in accordance with 45 CFR 74 or 45 CFR 92.37 as applicable and will impose upon any SUBGRANTEE(s) the requirements of 45 CFR 74 or 45 CFR Part 92, as applicable, as well as, federal, state and local law. Any award of a Subgrant to another entity shall be made by means of a Subgrant Agreement which requires the entity awarded the county Subgrant to comply with all conditions, requirements, and restrictions applicable to SUBGRANTEE regarding the grant that SUBGRANTEE Subgrants to the entity including conditions, requirements, and restrictions of section 5101.21 of the Ohio Revised Code.
- C. Debarment and Suspension: As provided in 45 CFR 74.13 or 45 CFR 92.35, as applicable, SUBGRANTEE and its SUBGRANTEE(s) must not make any award or permit any award at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- D. Procurement: While SUBGRANTEE and it SUBGRANTEE(s) may use their own procurement procedures, the procedures must conform to all applicable federal, state and local laws, including, as applicable, 45 CFR 92.36 or 45 CFR 74.40 through 45 CFR 74.48. in the event of conflict between federal, state and local requirements, the most restrictive must be used.
- E. Monitoring: SUBGRANTEE must manage and monitor the routine operations of Subgrant supported activities, including each project, program, Subgrant, and function supported by SUBGRANTEE's Subgrant, to ensure compliance with all applicable federal requirements, including 45 CFR 92.40. If Subgrantee discovers that subgrant funding has not been used in accordance with federal, state, and local laws, SUBGRANTEE must take action to recover such funding.
- F. Audit: Ensure that Subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal awards during the Subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 92.26 for that fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the Subrecipient's receipt of any such audit report.

- G. Duties as Pass-through Entity: SUBGRANTEE must perform those functions required under federal, state and local laws as a Subrecipient of SUBGRANTEE under this Subgrant Agreement and as a pass-through entity of any awards of Subgrants to other entities, including but not limited to:
1. Identify the federal awards made by informing each Subrecipient of the CFDA title and number, award name and number, award year, whether the award is for research and development, and the name of the federal awarding agency. When some of this information is not available, the pass-through entity will provide the best information available to describe the federal award.
 2. Advise Subrecipients of requirements imposed on them by federal laws, regulation, and the provisions of contracts of Subgrant Agreements, as well as, any supplemental requirements imposed by ODJFS or by SUBGRANTEE.
 3. Monitor the activities of Subrecipients as necessary to ensure that federal awards are used for the authorized purposes in compliance with all applicable federal and state laws and regulations and the provisions of contracts or Subgrant Agreements and that all performance goals are achieved.
 4. Ensure that Subrecipients expending Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal awards during the Subrecipient's fiscal year have met the audit requirements of 45 CFR 74.26 or of 45 CFR 92.26 for the fiscal year. One (1) copy of each audit report must be sent to SUBGRANTEE within two (2) weeks of the Subrecipient's receipt of any such audit report.
 5. Issue a management report on audit findings within six (6) months after receipt of a Subrecipient's audit report and ensure the Subrecipient takes appropriate and timely corrective action.
 6. Consider whether audits of Subrecipients requires adjustments of SUBGRANTEE's own records.
 7. Require each Subrecipient to permit ODJFS, any other state or government entity, and federal and state auditors to have access to their records and financial statements.

ARTICLE XIII SUBGRANTEE CERTIFICATION OF COMPLIANCE WITH GRANT CONDITIONS

By accepting the Subgrant and by executing this Subgrant Agreement, SUBGRANTEE hereby affirms current and continued compliance with each condition listed in this Article XIII. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which GRANTOR is relying in entering into this Subgrant Agreement.

- A. If any time, SUBGRANTEE is not in compliance with the conditions affirmed in this Section A, GRANTOR will consider this Subgrant Agreement to be void ab initio and will deliver written notice to SUBGRANTEE. Any funds the GRANTOR paid SUBGRANTEE for work performed before the SUBGRANTEE received notice that the Subgrant Agreement is void ab initio will be immediately repaid or GRANTOR may commence an action for recovery against the SUBGRANTEE.
1. Federal Debarment Requirements: SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal Department Agency, as set forth in 45 CFR 92.35 (HHS), 29 CFR 98 (DOL), or 7 CFR 3016.35 (USDA). SUBGRANTEE also affirms that within three (3) years preceding this agreement neither SUBGRANTEE nor any of its principals:
 - a. Have been convicted of, or had a civil judgement rendered against them for commission of fraud or other criminal offense with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property.

- b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for commission of any of the offenses listed in this paragraph and have not had any public transactions (federal, state, or local) terminated for cause or default.
 2. Qualifications to Conduct Business: SUBGRANTEE affirms that it has the legal authority to apply federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
 3. Finding for Recovery: SUBGRANTEE affirms that neither SUBGRANTEE nor its principals are subject to a finding for recovery under ORC 9.24, or it has taken appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with GRANTOR, as GRANTOR is a political subdivision of the State of Ohio.
 4. Material Assistance to Terrorist Organizations: SUBGRANTEE affirms that SUBGRANTEE, its principals, affiliated groups, or persons with a controlling interest in SUBGRANTEE's organization are in compliance with ORC 2909.33 in that none of the aforementioned have provided Material Assistance to a Terrorist Organization.
- B. If at any time SUBGRANTEE is not in compliance with the conditions affirmed in this Section B, GRANTOR may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE. SUBGRANTEE will be entitled to compensation, upon submission of a proper invoice in accordance with Article XX, only for work performed during the time SUBGRANTEE was in compliance with the provisions of the Section B. Any funds paid for work performed during a period when SUBGRANTEE was not in compliance with this Section B will be immediately repaid or GRANTOR may commence an action for recovery against SUBGRANTEE.
 1. Ethics Law: SUBGRANTEE certifies that it and all officers, employees and agents of the SUBGRANTEE will comply with the requirements of Ohio ethics law and Ohio law pertaining to offenses against justice and public administration, including, but not limited to, sections 102.03, 102.04, 2921.02, 2921.42 and 2921.43 of the Ohio Revised Code.
 2. Nondiscrimination: SUBGRANTEE certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L., 88-352) which prohibits discrimination on the basis of race, color or national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps.
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L., 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L., 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism.
 3. Pro-Children: SUBGRANTEE certifies that it will comply with the requirements of the Pro-Children Act of 1994v (20 U.S.C. 7183) imposing restrictions on smoking in facilities where federally funded children's services are provided.
 4. Acknowledgement of Federal Funding: SUBGRANTEE certifies that it will acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or part with federal funding,

including statement of the percentage and dollar amount of the total costs financed by nongovernmental sources.

5. Limited English Proficiency: SUBGRANTEE certifies that it will take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and there is effective communication between the service provider and individuals with limited English proficiency.
6. Resource Conservation: SUBGRANTEE certifies that it will comply with the Resource Conservation and Recovery Act (42 U.S.C. 6901) in giving preference in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA (40 CFR parts 247-254).
7. Hatch Act: SUBGRANTEE certifies that it will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or part with federal funds.
8. SUBGRANTEE certifies that it will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
9. SUBGRANTEE certifies that it complies with Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 U.S.C. 900, Subpart F).
10. SUBGRANTEE certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations".
11. SUBGRANTEE certifies that it will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing the programs funded under this Subgrant Agreement.

ARTICLE XIV MISCELLANEOUS TERMS AND CONDITIONS

- A. Limitation of Liability: To the extent permitted by law, GRANTOR agrees to be responsible for any liability directly relating to any and all acts of negligence by GRANTOR. To the extent permitted by law, SUBGRANTEE agrees to be responsible for any liability directly related to any and all acts of negligence by SUBGRANTEE. In no event shall either party be liable for any indirect or consequential damages, even if GRANTOR or SUBGRANTEE knew or should have known of the possibility of such damages.
- B. Choice of Law, Partial Invalidity: This Subgrant Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of the Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the remainder of the Subgrant Agreement impossible.
- C. Construction: Nothing in the Subgrant Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by GRANTOR to SUBGRANTEE that is not specially set forth in state and federal law. Nothing in this Subgrant Agreement is to be construed as providing a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, GRANTOR, or any of the officers or employees of the State of Ohio, ODJFS, or GRANTOR.

I, the undersigned SUBGRANTEE, have read and do hereby understand and agree to the terms of this Subgrant Agreement. If any conditions set forth by these terms change, I must notify GRANTOR immediately. Failure on my part to honor Subgrant Agreement terms or requirements may result in immediate termination of these Subgrant Agreement. This written Subgrant Agreement supersedes all oral agreements.

GRANTOR
Warren County Job & Family Services
416 S. East st.
Lebanon, OH 45036

SUBGRANTEE
Warren County Children Services
416 S. East St.
Lebanon, OH 45036

Arlene Byrd
Arlene Byrd, Director

Shawna Jones
Shawna Jones, Director

7/18/2024
Date

7-18-24
Date

Board of County Commissioners, Warren County

Shannon Jones

Date

Tom Grossmann

Date

David Young

Date

Approved as to Form:

Kathryn M. Horvath
Kathryn Horvath, Warren County Prosecutor

7/18/24
Date

APPROVING THE TRANSFER OF KIMBERLY FRICK AND BRENDA EVERETT FROM THE WARREN COUNTY HUMAN SERVICES DIVISION TO THE WARREN COUNTY CHILDREN SERVICES DIVISION

WHEREAS, pursuant to an interdepartmental subgrant agreement, approved July 30, 2024, authorizing Children Services the responsibilities of the operation and administration of Adult Protective Services from Human Services; and

WHEREAS, Ms. Frick and Ms. Everett, both social service workers, manage the intake, investigation and case management of adult protective services; and

NOW THEREFORE BE IT RESOLVED, to approve the transfer of Kimberly Frick and Brenda Everett, for the positions of Adult Protective Services Investigator and Social Services Worker III, to the Warren County Children Services Division effective pay period beginning August 10, 2024.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Human Services (file)
 Children Services (file)
 K. Frick's Personnel File
 B. Everett's Personnel File
 OMB – Sue Spencer



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

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

MINUTES: Regular Session – July 16, 2024

This is a summary of actions and discussions of the meeting. You may view this meeting through our YouTube Channel at <https://www.youtube.com/channel/UC1ELh0jGpXd4VV2DTgsuqPA> or by contacting our office.

The Board met in regular session pursuant to adjournment of the July 9, 2024, meeting.

David G. Young – present

Shannon Jones – absent

Tom Grossmann – present

Krystal Powell, Clerk – present

Minutes of the July 9, 2024 meeting were read and approved.

- 24-0899 A resolution was adopted approving the lateral transfer of Amanda Johnson from Protective Services Caseworker II to Adoption Caseworker I within the Warren County Department of Job and Family Services, Children Services Division. Vote: Unanimous
- 24-0900 A resolution was adopted approving the reclassification of multiple caseworkers within the Warren County Department of Job and Family Services Children Services Division. Vote: Unanimous
- 24-0901 A resolution was adopted approving the end of a 365-day probationary period and a pay increase for Tiffany Baldwin within the Emergency Services Department. Vote: Unanimous
- 24-0902 A resolution was adopted approving the end of a 365-day probationary period and a pay increase for Quentin Cox within the Emergency Services Department. Vote: Unanimous
- 24-0903 A resolution was adopted approving a temporary pay supplement for Jeffery Stilgenbauer, Fiscal Specialist within the Office of Management and Budget. Vote: Unanimous

- 24-0904 A resolution was adopted hiring Jacob Morrison as Senior Engineer within the Warren County Water and Sewer Department. Vote: Unanimous
- 24-0905 A resolution was adopted approving a pay increase and reclassification of Kathryn Gilbert to Senior Engineer, within the Water and Sewer Department. Vote: Unanimous
- 24-0906 A resolution was adopted authorizing the posting of a "Custodial Worker I" position, within the Facilities Management Department, in accordance with the Warren County Personnel Policy Manual, Section 2.02(A). Vote: Unanimous
- 24-0907 A resolution was adopted authorizing the posting of a "Business Manager" position, within the Facilities Management Department, in accordance with the Warren County Personnel Policy Manual, Section 2.02(A). Vote: Unanimous
- 24-0908 A resolution was adopted authorizing the posting of an "Eligibility Referral Specialist II" position, within the Department of Job and Family Services, Human Services Division, in accordance with the Warren County Personnel Policy Manual, Section 2.02(A). Vote: Unanimous
- 24-0909 A resolution was adopted authorizing publication of a Notice of Public Review for Warren County's Consolidated Annual Performance and Evaluation Report (CAPER) relative to the Warren County Community Development Block Grant Program Entitlement Program. Vote: Unanimous
- 24-0910 A resolution was adopted authorize the Water and Sewer Department to complete and sign an application to access funding awarded from the One Time Strategic Community Investments Grant Program under Ohio House Bill 2. Vote: Unanimous
- 24-0911 A resolution was adopted authorizing the President of the Board of Commissioners to sign CAD Interoperability Memorandum of Understanding with Cincinnati Emergency Communications Center. Vote: Unanimous
- 24-0912 A resolution was adopted authorizing the President of the Board of Commissioners to sign CAD Interoperability Memorandum of Understanding with City of Franklin Communications Center. Vote: Unanimous
- 24-0913 A resolution was adopted authorizing the President of the Board of Commissioners to sign CAD Interoperability Memorandum of Understanding with West Chester Communications Center. Vote: Unanimous
- 24-0914 A resolution was adopted entering in an exclusive and temporary easement with A. Jack and Lisa M. Ramey for the Township Line Road Bridge #134-3.76 Replacement project. Vote: Unanimous
- 24-0915 A resolution was adopted entering into a Stream Mitigation Agreement for a mitigation credit reservation and purchase agreement with Water and Land Solutions, LLC. on behalf of the Warren County Engineer's Office. Vote: Unanimous

- 24-0916 A resolution was adopted approving and amendment to the contract with Lifespan, Inc on behalf of the Warren County Department of Human Services. Vote: Unanimous
- 24-0917 A resolution was adopted entering into an agreement with JK Meurer Corp for the FY24 Butlerville – Final Phase of Road Improvement Community Development Block Grant Project. Vote: Unanimous
- 24-0918 A resolution was adopted entering into a Memorandum of Understanding with the Mental Health and Recovery Board Serving Warren and Clinton Counties, on behalf of the Warren County Sheriff's Office. Vote: Unanimous
- 24-0919 A resolution was adopted entering into agreement for disbursement of grant funds with the Mental Health and Recovery Board Serving Warren and Clinton Counties, on behalf of the Warren County Sheriff's Office. Vote: Unanimous
- 24-0920 A resolution was adopted entering into an agreement with Warren County Department of Job and Family Services, Human Services Division on behalf of the Warren County Transit Service. Vote: Unanimous
- 24-0921 A resolution was adopted entering into a Master Service Agreement with Fishbeck for Waterline and Sanitary Sewer Design Services for 2024-2026. Vote: Unanimous
- 24-0922 A resolution was adopted entering into a Master Service Agreement with RA Consultants LLC for Waterline and Sanitary Sewer Design Services for 2024-2026. Vote: Unanimous
- 24-0923 A resolution was adopted transferring a vehicle no longer being utilized by the Warren County Sheriff's Office to the Humane Association of Warren County. Vote: Unanimous
- 24-0924 A resolution was adopted cancelling the regularly scheduled Commissioner's meeting of Thursday, July 25, 2024. Vote: Unanimous
- 24-0925 A resolution was adopted acknowledging approval of financial transactions. Vote: Unanimous
- 24-0926 A resolution was adopted acknowledging payment of bills. Vote: Unanimous
- 24-0927 A resolution was adopted entering into a subdivision public improvement performance and maintenances security agreement with Hickory Woods Development Company, LLC. for installation of certain improvements in Vista Creek, situated in Hamilton Township. Vote: Unanimous
- 24-0928 A resolution was adopted entering into a street and appurtenances (including sidewalks) security agreement with Hickory Woods Development Company, LLC. for installation of certain improvements in Vista Creek, situated in Hamilton Township. Vote: Unanimous

- 24-0929 A resolution was adopted approving various record plats
- 24-0930 A resolution was adopted approving operational transfers of interest earnings from Commissioners fund #1101112 into Water funds #5510 & #5583, and Sewer funds #5580, & #5575. Vote: Unanimous
- 24-0931 A resolution was adopted approving a supplemental appropriation into the Rental Assistance fund 2204. Vote: Unanimous
- 24-0932 A resolution was adopted approving a supplemental appropriation into Transit fund #2299. Vote: Unanimous
- 24-0933 A resolution was adopted approving an appropriation adjustment from Commissioners General fund #1101110 into Clerk of Courts fund #11011260. Vote: Unanimous
- 24-0934 A resolution was adopted approving an appropriation adjustment from Commissioners General fund #1101110 into Emergency Services fund #11012850. Vote: Unanimous
- 24-0935 A resolution was adopted approving an appropriation adjustment within Commissioners fund #1101110. Vote: Unanimous
- 24-0936 A resolution was adopted approving an appropriation adjustment within Human Services fund 2203. Vote: Unanimous
- 24-0937 A resolution was adopted approving appropriation adjustments within the OhioMeansJobs Warren County fund #2258. Vote: Unanimous
- 24-0938 A resolution was adopted approving an appropriation adjustment within Grants Administration fund #2265. Vote: Unanimous
- 24-0939 A resolution was adopted approving an appropriation adjustment within Mary Haven fund #2270. Vote: Unanimous
- 24-0940 A resolution was adopted approving an appropriation adjustment within Children Services fund #2273. Vote: Unanimous
- 24-0941 A resolution was adopted approving an appropriation adjustment within the County Court Clerk Computerization fund #2275. Vote: Unanimous
- 24-0942 A resolution was adopted approving an appropriation adjustment within County Court fund #2283. Vote: Unanimous
- 24-0943 A resolution was adopted approving an appropriation adjustment within Telecommunications Department fund #4492. Vote: Unanimous
- 24-0944 A resolution was adopted approving requisitions and authorizing the County Administrator to sign documents relative thereto. Vote: Unanimous

- 24-0945 A resolution was adopted establishing a joint board between the Montgomery and Warren County Boards of County Commissioners, pursuant to R.C. 5553.13, for the purpose of the Dayton-Cincinnati Pike Roadway Realignment Project. Vote: Unanimous
- 24-0946 A resolution was adopted authorizing the County Administrator or Deputy County Administrator to sign all documents relative to the Opioid Litigation-National Settlement with the Kroger Company. Vote: Unanimous
- 24-0947 A resolution was adopted approving multiple pay increases and assignments within the Building and Zoning Department. Vote: Unanimous

DISCUSSIONS

On motion, upon unanimous call of the roll, the Board accepted and approved the consent agenda.

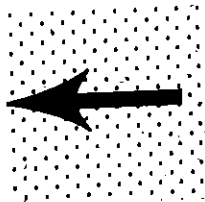
On motion, upon unanimous call of the roll, the Board entered into executive session at 9:09 a.m. to discuss the acquisition of property pursuant to Ohio Revised Code Section 121.22(G)(2) and exited at 9:55 a.m.

Upon motion the meeting was adjourned.

David G. Young, President

Tom Grossmann

Shannon Jones



I hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of County Commissioners held on July 16, 2024, in compliance with Section 121.22 O.R.C.

Krystal Powell, Clerk
Board of County Commissioners
Warren County, Ohio



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: RAY DRATT DEPARTMENT: BUILDING/ZONING

*POSITION: ZONING OFFICIAL DATE: 07/22/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:
JULY 2024 WEBINAR - CRAZY YET TRUE: ZONING ENFORCEMENT FROM THE TRENCHES

LOCATION:
WARREN COUNTY BUILDING/ZONING DEPARTMENT
406 JUSTICE DRIVE

DATE(S): JULY 17, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: N/A

ESTIMATED COST OF TRIP: N/A

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:
Ray Dratt 7/22/24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

[Empty box for listing additional attendees]

APPROVED [Signature]
DATE [Date]



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
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*NAME OF ATTENDEE: Jenny Carman DEPARTMENT: Children Services

*POSITION: Business Manager DATE: 7/22/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

2024 CFIS Conference

LOCATION:

Nationwide Hotel and Conference Center
100 Green Meadows Drive South, Lewis Center, Ohio 43035

DATE(S): October 6-8, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$160/night x 2 x 2 nights = \$640.00

ESTIMATED COST OF TRIP: Registration fee - \$150 x 2 = \$300 & meals \$20 x 2 = \$40

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Shauna Jones, Director 7-23-24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

RECEIVED 08/23/24

JUL 24 2024 RCW

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

Katie Taylor, Assistant Business Manager



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
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*NAME OF ATTENDEE: Shawna Jones DEPARTMENT: Children Services

*POSITION: Director DATE: 7/23/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE: 2024 Kids Summit

LOCATION: The Hilton Columbus

DATE(S): 9/5/24

TYPE OF TRAVEL: (Check one)
AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: _____

ESTIMATED COST OF TRIP: \$25 parking fee

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:
Shawna Jones, Director 7-24-24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

RECEIVED 08/29/24

JUL 24 2024

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:



REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING, CONVENTION OR TRAINING SEMINAR/SESSION

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: Carolyn Duvellus DEPARTMENT: Probate-Juvenile Court

*POSITION: Magistrate DATE: 7/16/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

Ohio Association of Magistrates Conference, including continuing legal education credits applicable to magistrates.

LOCATION:

Hilton Polaris 8700 Lyra Drive Columbus, Ohio 43240

DATE(S): 9-4-24 to 9-6-24

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: \$155 a night X 2 nights for three people= \$930

ESTIMATED COST OF TRIP: \$450 a person (5 people attending)= \$2250

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] - Court Administrator
Signature/Title Date

7/16/24

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

The following magistrates and staff attorney will attend as well: Jeff Stueve, John Kaspar, Megan Davenport, & Jenna Seltz.



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

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*NAME OF ATTENDEE: TIMOTHY N TEPE DEPARTMENT: COMMON PLEAS CRT

*POSITION: JUDGE DATE: 7/15/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

JUSTICE IN THE DIGITAL AGE TRAINING

LOCATION:

MARATHON, FL

DATE(S): 10/19-10/26/24

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER RENT

LODGING:

\$ 2,132.87

ESTIMATED COST OF TRIP:

Flight \$337.96; Meals \$517.50; Mig \$43.50; Rental \$450; Park \$160
Reg. Fee \$1300 in fl OCVG

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] 7/15/24
Signature/Title Date

Total
\$4,946.83

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
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*NAME OF ATTENDEE: RAY DRATT DEPARTMENT: BUILDING/ZONING

*POSITION: ZONING OFFICIAL DATE: 07/22/24

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING SEMINAR/SESSION
TRAINING MORE THAN 250 MILES

PURPOSE:

2024 OTALA 1.0 ONLINE SESSIONS - GENERAL SESSION, LEADERSHIP SKILLS & STYLES INTERGOVERNMENTAL RELATIONS, COMM & WORKING W/CITIZENS, COND EFFECT MEET

LOCATION:

WARREN COUNTY BUILDING/ZONING DEPARTMENT
406 JUSTICE DRIVE

DATE(S): JULY 8 - 12, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER

LODGING: N/A

ESTIMATED COST OF TRIP: N/A

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

[Signature] 7/24/24
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

[Empty box for listing additional attendees]

RECEIVED BY COME

RECEIVED BY COME



**REQUEST FOR AUTHORIZATION TO ATTEND ASSOCIATION MEETING,
CONVENTION OR TRAINING SEMINAR/SESSION**

This form is to be completed by Department Head/Elected Official requesting authorization to attend an Association Meeting or Convention or Training Seminar/Session sponsored by an Association as required by O.R.C. Section 325.20. Additionally, authorization is required for any training seminar/session held more than 250 miles from county campus;

*NAME OF ATTENDEE: Jacob Stickel DEPARTMENT: Records Center

*POSITION: Archival Assistant DATE: July 22, 2024

REQUEST FOR AUTHORIZATION FOR THE ABOVE-NAMED EMPLOYEE/ELECTED OFFICIAL TO ATTEND THE FOLLOWING:

ASSOCIATION MEETING CONVENTION ASSOCIATION SPONSORED TRAINING
TRAINING MORE THAN 250 MILES SEMINAR/SESSION

PURPOSE:

Independent Practitioner AI Symposium

LOCATION:

Virtual

DATE(S): July 15 - 19, 2024

TYPE OF TRAVEL: (Check one)

AIRLINE STAFF CAR PRIVATE VEHICLE OTHER N/A

LODGING: N/A

ESTIMATED COST OF TRIP: \$25

I CERTIFY THAT DIRECTION HAS BEEN GIVEN TO ALL EMPLOYEES ATTENDING THIS FUNCTION, THAT IT IS EXPECTED OF THEM TO ATTEND APPLICABLE SESSIONS.

DEPARTMENT HEAD/ELECTED OFFICIAL REQUESTING AUTHORIZATION:

Lori Otten Assitant Archivist 7/22/2024
Signature/Title Date

BOARD OF COMMISSIONERS' APPROVAL:

Commissioner Date

Commissioner Date

Commissioner Date

*If additional employees will be attending the Association Meeting, Convention or Training Seminar/Session please list names and positions here:

2025 JUL 22 AM 9:29

HIRING KELLEY WILSON, AS PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has recommended hiring Ms. Wilson as a Caseworker II due to you prior experience; and

NOW THEREFORE BE IT RESOLVED, to hire Kelley Wilson as Protective Services Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #16, \$22.39 per hour, effective August 5, 2024, subject a background check, drug screen and a 365-day probationary period.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

H/R

cc: Children Services (file)
K. Wilson's Personnel file
OMB – Sue Spencer

HIRING JACLYN PANCAKE, AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

NOW THEREFORE BE IT RESOLVED, to hire Jaclyn Pancake, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.89 per hour, effective August 5, 2024, subject a background check, drug screen and a 365-day probationary period.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

H/R

cc: Children Services (file)
J. Pancake's Personnel file
OMB -- Sue Spencer

HIRING LYNETTE RICHARDSON, AS PROTECTIVE SERVICES CASEWORKER I,
WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION

NOW THEREFORE BE IT RESOLVED, to hire Lynette Richardson, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.89 per hour, effective August 12, 2024, subject a background check, drug screen and a 365-day probationary period.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

H/R

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

HIRING LEANNE DAY AS BUSINESS MANAGER WITHIN WARREN COUNTY FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Leanne Day as Business Manager within Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #B, \$2,396.16 bi-weekly, effective August 13, 2024, subject to a negative drug screen, background check and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Ms. Day will not be eligible for the typical three percent (3%) increase upon completion of her probation period as her compensation stated above reflects her prior experience.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

H/R

cc: Facilities Management (file)
L. Day's Personnel file
OMB-Sue Spencer

HIRING DELANEY WICKS AS CUSTODIAL WORKER I WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

BE IT RESOLVED, to hire Delaney Wicks as Custodial Worker I within the Department of Facilities Management, classified, full-time permanent status (40 hours per week), Pay Range #7, \$16.55 per hour, effective August 5, 2024, subject to a negative drug screen and a 365-day probationary period.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

cc: Facilities Management (file)
D. Wicks' Personnel file
OMB-Sue Spencer

HIRING JESSICA ANDERSON AS AN ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Jessica Anderson as an Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 12, \$19.45 per hour, effective August 5th, 2024, subject to a negative background check, negative drug screen and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Ms. Anderson will not be eligible for the typical three percent (3%) increase upon completion of probation as her compensation stated above reflects prior experience.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Human Services (file)
 J. Anderson's Personnel file
 OMB – Sue Spencer

HIRING TRENTON BUCKLER AS WASTEWATER TREATMENT PLANT TECHNICIAN,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Trenton Buckler, as a Wastewater Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$20.39 per hour, effective August 5, 2024, subject to a background check, negative drug screen, and a 365-day probationary period; and

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

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

H/R

cc: T. Buckler's Personnel file
Water/Sewer (file)
OMB – Sue Spencer

REHIRING KAYLEE CARMAN AS FOSTER CARE CASEWORKER I WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Carman resigned June 21, 2024, and has reapplied for the open Foster Care Caseworker position; and

WHEREAS, the department has recommended to rehire Ms. Carman at her wage when she left employment; and

NOW THEREFORE BE IT RESOLVED, to rehire Kaylee Carman within the Warren County Job and Family Services, Children Services Division, as Foster Care Caseworker I, pay grade 16, classified, full-time, permanent, hourly status (40 hours per week), effective August 5, 2024, at a rate of \$23.06 per hour, subject to a negative drug screen and a 365-day probationary period; and

BE IT FURTHER RESOLVED, Ms. Carman will not be eligible for the typical three (3) percent increase upon meeting her probation period as her wage reflects the wage she had when leaving employment in June 2024.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

H/R

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

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR MICHAEL MORRIS WITHIN THE FACILITIES MANAGEMENT

WHEREAS, Michael Morris, Custodial Worker I within the Facilities Management, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Michael Morris' completion of 365-day probationary period and a pay increase to end of probationary rate of \$17.05 per hour effective pay period beginning July 27, 2024.

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Emergency Services (file)
M. Morris' Personnel File
OMB – Sue Spencer

APPROVING THE END OF A 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR JENNA BOUR WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Jenna Bour, Water and Sewer Utility Clerk I within the Water and Sewer Department, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Jenna Bour's completion of 365-day probationary period and a pay increase to end of probationary rate of \$20.03 per hour effective pay period beginning July 27, 2024.

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

Mr.

Mr.

Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Emergency Services (file)
M. Morris' Personnel File
OMB – Sue Spencer

ACCEPTING THE RESIGNATION OF ANNALIESE POWELEIT, FOSTER CARE
CASEWORKER, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES,
CHILDREN SERVICES DIVISION, EFFECTIVE AUGUST 2, 2024

BE IT RESOLVED, to accept the resignation of Annaliese Poweleit, Foster Care Caseworker,
within the Warren County Job and Family Services, Children Services Division, effective August
2, 2024.

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Facilities Management (file)
A. Poweleit's Personnel File
OMB – Sue Spencer
Tammy Whitaker

ACCEPTING THE RESIGNATION OF CHELSAE FISCO, FOSTER CARE CASEWORKER,
WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, CHILDREN SERVICES
DIVISION, EFFECTIVE AUGUST 2, 2024

BE IT RESOLVED, to accept the resignation of Chelsae Fisco, Foster Care Caseworker, within
the Warren County Job and Family Services, Children Services Division, effective August 2, 2024.

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Facilities Management (file)
C. Fisco's Personnel File
OMB – Sue Spencer
Tammy Whitaker

ACCEPTING THE RESIGNATION OF TIFFANY KITCHEN, FOSTER CARE
CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND
FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JULY 26, 2024

BE IT RESOLVED, to accept the resignation of Tiffany Kitchen, Foster Care Caseworker II,
within the Warren County Department of Job and Family Services, Children Services Division,
effective July 26, 2024.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Children Services (file)
T. Kitchen' Personnel File
OMB – Sue Spencer
Tammy Whitaker

ACCEPTING THE RESIGNATION OF PAIGE BARTON, EMERGENCY
COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF
EMERGENCY SERVICES, EFFECTIVE JULY 26, 2024

BE IT RESOLVED, to accept the resignation of Paige Barton, Emergency Communications
Operator, within the Warren County Department of Emergency Services, effective July 26, 2024.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

ACCEPTING THE RESIGNATION OF DANIELLE L. A. WHITE, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES, EFFECTIVE JULY 17, 2024

BE IT RESOLVED, to accept the resignation of Danielle L.A. White, Emergency Communications Operator, within the Warren County Department of Emergency Services, effective July 17, 2024.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

ADVERTISING FOR BIDS FOR PURCHASE OF TWO (2) FORD F550 4X4 SUPER DUTY TRUCKS FOR THE WARREN COUNTY ENGINEERS OFFICE

BE IT RESOLVED, to advertise for bids for purchase of two (2) Ford F550 4X4 Super Duty Trucks for the Warren County Engineers Office; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of August 04, 2024; bid opening to be Wednesday, August 21, 2024 at 10:00 a.m.

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

- M
- M
- M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

js

cc: Eng (file)
Bid file

APPROVING NOTICE OF INTENT TO AWARD BID TO BARRETT PAVING MATERIALS INC. FOR THE FY24 CITY OF FRANKLIN – BRYANT AVE & JUDY DRIVE PAVING AND STORM CDBG PROJECT

WHEREAS, bids were closed at 9:00 a.m., on July 18, 2024, and the bids received were opened and read aloud for the FY24 City of Franklin – Bryant Ave & Judy Drive Paving and Storm CDBG Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Susanne Mason, Director, Barrett Paving has been determined to be the lowest and best bidder.

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Office of Grants Administration, that it is the intent of this Board to award the contract to , Barrett Paving Materials Inc., 3751 Commerce Drive, Franklin, Ohio 45005 for a total bid price of \$273,650.00; and

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

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

M

M

M

Resolution adopted this 23rd day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: OGA (file)
OMB Bid file



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

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

**TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG**

Notice of Intent to Award

Barrett Paving Materials Inc.
3751 Commerce Drive
Franklin, Ohio 45005

July 23, 2024

Project Description: FY24 City of Franklin – Bryant Ave & Judy Drive Paving and Storm CDBG Project

Ladies/Gentlemen:

Warren County (Owner) has considered the bid submitted by you on July 18, 2024 for the above-described work in response to its Advertisement for Bids and Instructions to Bidders. You are hereby notified that your bid appears to be in order, and it is our intent to accept the work items as indicated in such bid for the total amount of \$273,650.00

Please execute the enclosed Agreement and furnish the required Contract Bond, Certificate of Insurance, and Payment Draw Schedule, if applicable, within 10 calendar days from the date of this notice.

Failure to execute said Agreement within 10 days from the date of this notice, will entitle the Owner to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid guaranty subject to the liability as set forth in Section 153.54 of the Ohio Revised Code. The Owner will be entitled to such other rights as may be granted by law.

Please sign all copies of the contract, leaving the date blank, and return to the Warren County Commissioners Office, 406 Justice Drive, Lebanon, Ohio, 45036, Attention: Jeff Stilgenbauer. Once all documents have been fully executed, an original will be returned to you for your files along with the "Notice to Proceed." No work shall begin prior to the receipt of such "Notice to Proceed."

Thank you for your bid and we look forward to working with you on this project.

WARREN COUNTY BOARD OF COMMISSIONERS

David G. Young, President

AWARDING THE BID TO MT. ORAB CHYRSLER DODGE JEEP RAM FOR THE PURCHASE OF TWO (2) HANDICAP UPFIT 2024 CHRYSLER VOYAGER LX VANS AND TWO (2) STANDARD 2024 CHRYSLER VOYAGER LX VANS

WHEREAS, bids were closed at 10:00 a.m., July 01, 2024, and the bids received were opened and read aloud for the purchase of Two (2) Handicap Upfit 2024 Chrysler Voyager LX Vans And Two (2) Standard 2024 Chrysler Voyager LX Vans are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Jim Plagge, Transportation Coordinator, Mt. Orab Chrysler Dodge Jeep Ram has been determined to be the best and lowest bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Veteran's Service Office, that it is the intent of this Board to award the bid to Mt. Orab Chrysler Dodge Jeep Ram., 110 Gabbard Way, Mt. Orab, Ohio, for a total bid price of \$197,500.00.

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

js\

cc: Veterans (file)
OMB Bid file

ENTERING INTO A MASTER SERVICE AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR 2024-2026

WHEREAS, pursuant to Resolution #24-0191, adopted February 6, 2024, this Board issued a Request for Qualifications (RFQ) for engineering services for waterline and sanitary sewer projects for the 2024 through 2026 and appointed a Review Committee to review statements of qualifications; and

WHEREAS, pursuant to Resolution #24-0712, adopted June 4, 2024, this Board directed the Water and Sewer Department to negotiate Master Service Agreements with the seven (7) top-ranked, pre-qualified firms.

NOW THEREFORE BE IT RESOLVED, to enter into a Master Service Agreement with Stantec Consulting Services, Inc. as one of the qualified firms, for the above referenced project; and

BE IT FURTHER RESOLVED, that the general scope of services shall be as stipulated in the "Master Agreement for Professional Consulting Services" and the attachment thereto, attached hereto and made a part hereof.

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

- M
- M
- M

Resolution adopted this ^{30th} 23rd day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a— Stantec Consulting Services, Inc.
Water/Sewer (file)
Project File

2025 JUL 18 PM 3:11
RECEIVED

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on the date last signed below ("Effective Date"), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County" and STANTEC CONSULTING SERVICES INC., 10200 Alliance Road, Suite 300, Cincinnati, Ohio 45242 (hereinafter called the "Consultant").

WHEREAS, the County has a need from time to time for engineering and survey services; and

WHEREAS, the County issued a Request for Qualifications to solicit Statements of Qualifications (SOQs) from interested consultants willing to provide professional engineering and survey services on an as-needed basis to the County; and

WHEREAS, the Consultant has submitted a SOQ in response to the aforementioned solicitation and has been determined by the County to be a skilled, competent, and experienced professional firm having the necessary personnel, equipment and other resources to perform the required services; and

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

WHEREAS, the County intends for this Agreement to be a Work Order contract providing for the issuance and assignment of orders for the performance of work during the term of this Agreement;

NOW THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

1. TERM

- A. Term. The initial term ("Term") of this Agreement shall commence on the Effective Date and unless sooner terminated as herein provided, shall expire on December 31, 2026 ("Expiration Date").

Consultant shall not commence "Work" (being the work authorized under an executed Work Order, as further defined below) until the date of execution by the County of a Work Order authorizing such Work. All work shall be completed in accordance with the Work Order. If the completion date of any Work Order extends past the Agreement termination, then both the County and the Consultant agree that any and all terms and provisions for the Agreement shall be in effect for the duration of the Work Order. No new Work Orders shall be issued following the Expiration Date.

Term extensions may not be presumed with the assignment of Work or performance of any Work Order that extends beyond the initial term of this Agreement. No new or amended Work Order can be assigned after this Agreement terminates.

- B. Early Termination. Notwithstanding the Expiration Date specified above, the County may terminate this Agreement, for any reason or no reason, by giving Consultant no less than thirty (30) days prior written notice thereof. Upon termination of this Agreement, Consultant shall promptly deliver to the County all finished and unfinished Work Product,

as defined below. Upon termination of this Agreement pursuant to this section, the County shall compensate Consultant for all work satisfactorily completed through the effective date of the termination.

2. SERVICES

- A. Scope of Services (General). A list of the general types of engineering and/or survey services that Consultant is willing and approved to provide to the County under this Agreement is attached hereto as Exhibit A (Scope of Services). The parties acknowledge that, through the Term, the County may ask Consultant to provide some, all, or none of the services described on Exhibit A (Scope of Services). Consultant acknowledges and agrees that the County shall have no obligation to assign any work to Consultant under this agreement.
- B. Assignment of Specific Project; Notice to Proceed. From time to time on an as-needed basis, the County may provide an opportunity for Consultant to be awarded work under this Agreement for specific projects (for each, a "**Project**"). If the Consultant is selected for an opportunity to be awarded the work for the Project: (i) the County shall send to the Consultant a scope of work for the Project (the "**Work**"); (ii) Consultant shall prepare and send to the County a proposed budget for the work, based on anticipated hours and rates, which shall specify a "not to exceed" dollar amount; (iii) if and when the County selects the Consultant for the Work and the budget mutually approved by the parties (as so approved, the "**Budget**"), the County shall execute a Work Order Contract Amendment, and (iv) the County shall issue a Notice to Proceed, instructing the Consultant to proceed with the Work.
- C. Standards. Consultant shall perform all Work in a satisfactory, timely, and professional manner determined by the County and by qualified staff in accordance with applicable and accepted professional industry standards.

3. COMPENSATION

A. Compensation

- i. County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 2.85. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. All invoices shall list the rates for both the direct employee labor costs as well as the compensation rates including the fixed labor multiplier. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier.
- ii. In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and

services performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long-distance phone costs shall not be reimbursable expenses under this contract.

iii. Reimbursable Expenses Schedule

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	Cost + 10%

- B. Method of Payment. During each Project, Consultant shall request payment for completed work by submitting an invoice for that work to the County project manager. In requesting payment for a particular service, Consultant shall reference the specific line item in the Budget. Consultant shall provide the County with copies of invoices and such other supporting documentation and information as the County may reasonably request to substantiate Consultant's request for payment. Payment of compensation shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant.

4. COMPLIANCE WITH APPLICABLE LAWS

- A. Consultant shall obtain and maintain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other government requirements applicable to each Project.

5. INSURANCE

- A. Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant 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. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.
- B. Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

6. INDEMNIFICATION

- A. Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's

fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

7. TERMINATION

- A. 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 non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

8. DOCUMENTS AND CONTRACT DOCUMENTS

- A. County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.
- B. Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.
- C. Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

9. STANDARDS AND PRINCIPLES

- A. Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

10. POLICY OF NON-DISCRIMINATION

- A. Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

11. PARTIES AND RELATIONSHIP OF PARTIES

- A. Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.
- B. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

12. GOVERNING LAW AND VENUE

- A. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

13. ENTIRE AGREEMENT

- A. This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

14. MODIFICATION OR AMENDMENT

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

15. CONSTRUCTION

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

16. WAIVER

- A. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

17. ASSIGNMENT

- A. Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereunder.

18. NOTICES

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

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Stantec Consulting Services, Inc
Attn. Brad S. Clark, PE
10200 Alliance Road, Suite 300
Cincinnati, Ohio 45242
513-842-8200

19. AUTHORITY AND EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, STANTEC CONSULTING SERVICES INC., has caused this agreement to be executed by Brad S. Clark, Principal on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: *Brad S. Clark*

PRINTED NAME: Brad S. Clark

TITLE: Principal

DATE: 07/16/2024

County:

In execution whereof, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by _____, its _____, on the date stated below, pursuant to Resolution No. _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

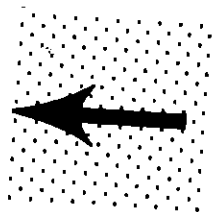
PRINTED NAME: _____

TITLE: _____

DATE: _____

Approved as to form:
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: *Adam M. Niece* 7/18/24
Assistant Prosecutor
Adam M. Niece



HERE

Exhibit A

SCOPE OF SERVICES

The following services to be included for waterline and sanitary sewer projects:

1. Waterline design services
2. Sanitary Sewer design services
3. Surveying
4. Basemap preparation
5. Utility easement preparation

APPROVING EMERGENCY REPAIRS OF THE BELT FILTER PRESS #2 LOCATED AT THE LITTLE LOWER MIAMI WASTEWATER TREATMENT PLANT.

WHEREAS, the Water & Sewer Department experienced an equipment failure of the belt filter press #2 located at the Little Lower Miami Wastewater Treatment Plant; and

WHEREAS, the repair is critical and time sensitive to the Wastewater operations as the equipment is used to filter solids production at the Treatment facility; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24002031, with MSD Environmental in the amount of \$26,139.79 for the procurement of the repairs for the belt filter #2 located Little Lower Miami Wastewater Treatment Plant.

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

- M
M
M

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

jad

cc: Auditor _____
Water/Sewer (file)

APPROVING AGREEMENT AND ADDENDUM WITH ADOLESCENT OASIS, INC.
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Adolescent Oasis, Inc. relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a – Adolescent Oasis, Inc.
Children Services (file)

2024 04 24 10:00

RECORDED ON 08/08/24

^{NG}
APPROVE ADDENDA TO AGREEMENT WITH CHOICES, INC. RELATIVE TO HOME
PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY
CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Choices, Inc. relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a – Choices, Inc.
Children Services (file)

APPROVING AGREEMENTS AND ADDENDUMS WITH VARIOUS PROVIDERS
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreements and addendums with the following providers relative to home placement and related services for calendar year 2024-2025, on behalf of Children Services as attached hereto and made a part hereof:

1. Enterlock Corp dba Heaven Sent Home
2. Lighthouse Youth Services, Inc.

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a – Enterlock Corp dba Heaven Sent Home
c/a – Lighthouse Youth Services, Inc.
Children Services (file)

2024 JUN 24 10:00 AM

RECEIVED 06/24/2024

APPROVING ADDENDA TO AGREEMENT WITH SPECIALIZED ALTERNATIVES FOR FAMILIES & YOUTH OF OHIO, INC. (SAFY) RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Specialized Alternatives for Families & Youth of Ohio, Inc. (SAFY) relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof:

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a – SAFY, Inc.
Children Services (file)

RECEIVED

2024

APPROVING AMENDMENT NO. 1 TO THE SUBGRANT AGREEMENT WITH WOOD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE CHILD WELFARE FELLOWSHIP PROJECT PARTIES ON BEHALF OF ~~THE~~ WARREN COUNTY ~~DEPARTMENT OF~~ CHILDREN SERVICES.

BE IT RESOLVED, to approve Amendment No. 1 to the Subgrant Agreement with Wood County Department of Job and Family Services and the Child Welfare Fellowship Project Parties, on behalf of ~~Warren County Department of~~ Children Services; copy of agreement is attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

jc/Subgrant Amendment 1 SFY24 Fellowship Project

cc: c/a – Wood County Department of Job and Family Services
Children Services (file)

ALN #	CCMEP WIOA 17.259 / CAPTA 93.669
FAIN #	CCMEP WIOA AA363392155A39 / CAPTA /
1801OHNCAN	
Date of Federal Award	CCMEP WIOA 7/1/22 and CAPTA 10/1/17
Subgrantees Unique Identifier	REFER TO SIGNATURE PAGES
Federal Awarding Agency	CCMEP WIOA -DOL / CAPTA-HHS

**AMENDMENT 1 TO SUBGRANT AGREEMENT BETWEEN
WOOD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND
THE CHILD WELFARE FELLOWSHIP PROJECT PARTIES (ALLEN, ASHLAND,
AUGLAIZE, CRAWFORD, HANCOCK, HURON, OTTAWA, PUTNAM, PREBLE,
SENECA, SANDUSKY, WILLIAMS, WARREN, ALLEN, ATHENS, FAIRFIELD,
MORROW, HENRY, AND SCIOTO) COUNTY DEPARTMENT OF JOB AND FAMILY
SERVICE AGENCIES)**

THIS AMENDMENT is made and entered into this _____ day of _____, 2024, by and between the Wood County Board of County Commissioners, on behalf of the Wood County Department of Job and Family Services (collectively, "Wood County"), and the independent Children's Services Boards of Athens, Allen counties and Boards of County Commissioners of Ashland, Auglaize, Crawford, Hancock, Henry, Huron, Fairfield, Ottawa, Putnam, Preble, Seneca, Sandusky, Williams, Morrow, Warren and Scioto counties (collectively, the "Subgrantees").

WHEREAS, the identified parties above have a current subgrant agreement in place, Resolution #23-1543; and

WHEREAS, the currently approved agreement lists the termination date as June 30, 2024; and

WHEREAS, the parties wish to extend the termination date to August 31, 2024, which is a full contract year; and

NOW, THEREFORE, the parties hereto, each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

1. The parties hereby agree that "**Article II. SUBGRANTEES RESPONSIBILITIES**" and "**Article IV. TERM**" of the Agreement shall be amended as set forth below:

II. SUBGRANTEES' RESPONSIBILITIES

As a subrecipient of WIOA and GRF funds, each Subgrantee agrees to:

- A. Administer a Child Welfare Fellowship Program as described herein and comply with all applicable state and federal laws, program rules, conditions, and budget.

- B. Not hire an individual as a Fellow until WIOA eligibility has been completed and the eligibility information has been provided to the subgrantee.
- C. Follow all policies and procedures as agreed upon by the Subgrantees.
- D. Invoice Wood County monthly, including an invoice and supporting documentation, for the following actual expenses:
 - 1. For the Service Period of the contract, including the amendment term (July 1, 2024, through August 31, 2024):
 - i. Salary, PERS, and Medicare costs for the Student Fellow Employees;
 - ii. Technology expenses as budget allows;
 - iii. Travel expenses; and
 - iv. Related expenses as allowed (including but not limited to drug tests, cell phone stipends, etc.); and
 - v. 15% of actual costs invoiced for an administration fee.
 - 2. Salary, PERS, and Medicare costs shall be reimbursed. Non-salary related costs (as identified above in ii. through v) for the Student fellows shall only be reimbursed as the Department of Children and Youth funding and budget allows.
- E. Complete all required background checks of hired staff that work directly with or transport youth or adult consumers in an unsupervised manner. Background checks include, but are not limited to, BCII and FBI (FBI is only required if the employee has lived outside of the state of Ohio at any time). Background checks must be completed, and results received and reviewed prior to the Subgrantees' hired staff working directly with youth or adult consumers. Backgrounds check verifications must be supplied upon request by Wood County. Background checks are to be paid for by Subgrantees but costs may be requested for reimbursement.
- F. Provide WIOA eligibility services for all Wood County fellows (this shall be a selected subgrantee(s)).
- G. Meet performance standards as determined by the Ohio Department of Job and Family Services, Office of Children and Families, the Greater Ohio Workforce Board Inc. ("GOWBI"), and/or Wood County.
- H. Participate in regular meetings with Wood County and the rest of the subgrantees.
- I. Ensure the funds subject to this Agreement are used in accordance with conditions, requirements and restrictions of federal and state laws, the federal terms and conditions of the grant award, and this Agreement.
- J. Utilize a financial management system that meets the requirements established by Wood County and federal and state law.
- K. Promptly reimburse Wood County for any funds Wood County pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which Wood County is responsible.
- L. Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if Wood County, ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law to determine compliance with the conditions, requirements, and restrictions applicable to the federal program from which this Subgrant is awarded determines compliance has not been achieved.
- M. Where Subgrantees identify reimbursements or other payments due Wood County, promptly notify Wood County and request direction as to the way such payments shall be made.

- N. Keep and maintain complete and accurate records of program costs and activities under this Subgrant for the identified period of three years or longer as identified in Article IX.
- O. Make records relevant to this subgrant available to Wood County, ODJFS, the Auditor of the State, federal agencies, and other authorized governmental agencies for review, audit, and investigation.
- P. Comply with applicable requirements of OAC Chapter 5101:9-4 "Acquisition and Procurement", including but not limited to, standards for acquisition, county written standards of conduct, small and minority business and women's business enterprise and labor surplus area firms, procurement and contract requirements and methods, asset reimbursement methods for county family services agencies and workforce investment act (WIA), rental costs and lease agreements, and disposal of assets.
- Q. Comply with Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq.), Title IX of the Education Amendments of 1972 (20 USC §1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC §794), the Age Discrimination Act of 1975 (42 USC §6101 et seq.); Title II of the American with Disabilities Act of 1990 (42 USC §12131 et seq.); all provisions required by the implementing regulations of the Department of Health and Human Services; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42.
- R. Incorporate paragraph N through Q, above, into existing and future agreements with other subgrantees as it relates to this program.

IV. TERM

This Agreement shall be in effect from September 1, 2023, through August 31, 2024, unless suspended or terminated pursuant to Section VII prior to the above termination date.

II. The parties agree that all other terms of the Agreement shall remain unchanged.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as evidenced by their signatures below:

WITNESS:

FOR _____:

Signature of Authorized Representative

Date: _____

(Printed Name and Title)

WITNESS:

FOR WOOD COUNTY BOARD OF COUNTY COMMISSIONERS:

Craig LaHote

Date: _____

Dr. Theodore Bowlus

Doris I. Herringshaw

Recommended By:

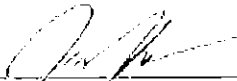
Date: 6/27/24 _____



Dave Wigent, Director
Wood County Department of Job and Family Services

APPROVED AS TO FORM:

Date: 6/27/24 _____



Paul A. Dobson
Wood County Prosecuting Attorney

on behalf of

NO AUDITOR'S CERTIFICATION REQUIRED (R.C. 5705.41(D)):

No Auditor's Certification is required as all funding required to satisfy the obligations of this contract have been lawfully appropriated in the original contract that is amended by this contract.

HANCOCK COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: SFU1F8M94844

As recommended by:

Randall L. Galbraith, Director
Hancock County Department of Job and Family Services

Date

As approved by:

Board of Hancock County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

OTTAWA COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: MXCVKGHN6835

As recommended by:

Stephanie Kowal, Director
Ottawa County Department of Job and Family Services

Date

As approved by:

Board of Ottawa County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

SANDUSKY COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: YX48AMKVZKE7

As recommended by:

Melanie Allen, Director
Sandusky County Department of Job and Family Services

Date

As approved by:

Board of Sandusky County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

WILLIAMS COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: UMHAVA9LJRG3

As recommended by:

Fred Lord, Director
Williams County Department of Job and Family Services

Date

As approved by:

Board of Williams County Commissioners:

Date: _____

Approved as to form (if county required):


Prosecuting Attorney

Date: _____

WARREN COUNTY CHILDREN SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: VK7ZTVZ8EE51

As recommended by:


Shawna Jones, Director
Warren County Children Services

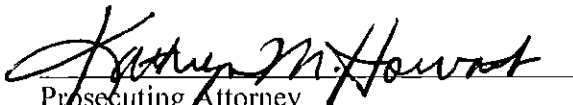
7-18-24
Date

As approved by:

Warren County Commissioners:

Date: _____

Approved as to form (if county required):


Prosecuting Attorney

Date: 7/18/24

SENECA COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: FKPVWDSFCGE3

As recommended by:

Kathy Oliver, Director
Seneca County Department of Job and Family Services

Date

As approved by:

Board of Seneca County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

ALLEN COUNTY CHILDREN'S SERVICES BOARD SIGNATURE PAGE

12-Digit Unique Identifier: PSS8FXEF2LM7

As recommended by:

Sarah Newland, Director
Allen County Children's Services Board

Date

As approved by:

Board of Allen County Commissioners / Children's Services Board:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

AUGLAIZE COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: M69CBNX9M7H5

As recommended by:

Julie Gossard, Director
Auglaize County Department of Job and Family Services

Date

As approved by:

Board of Auglaize County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

ASHLAND COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: E7BQUFQWVPK1

As recommended by:

Peter Stefaniuk, Director
Ashland County Department of Job and Family Services

Date

As approved by:

Board of Ashland County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

ATHENS COUNTY CHILDREN SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: EN3FKD6VTYK3

As recommended by:

W. Otis Crockron Jr., Director
Athens County Children's Services

Date

As approved by:

Children's Services Board:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

SCIOTO COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: M9LEXLBD1AR4

As recommended by:

Tamela Moore, Director
Scioto County Department of Job and Family Services

Date

As approved by:

Board of Scioto County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

HENRY COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: JT9YLPGR37C1

As recommended by:

Shannon Jones, Director
Henry County Job and Family Services

Date

As approved by:

Board of County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

FAIRFIELD COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: MAM8KFZZ4UL5 / 5ENX8

As recommended by:

Corey Clark, Director
Fairfield County Children Services

Date

As approved by:

Board of County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

MORROW COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12-Digit Unique Identifier: LTY4HKJ8TJD7

As recommended by:

Sundie Brown, Director
Morrow County Department of Job and Family Services

Date

As approved by:

Board of Morrow County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

PREBLE COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: NWH9DKLQP3A6

As recommended by:

Rebecah Sorrell, Director
Preble County Department of Job and Family Services

Date

As approved by:

Board of Preble County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

HURON COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: T6CAKKCHKY68

As recommended by:

Lenora Minor, Director
Huron County Department of Job and Family Services

Date

As approved by:

Board of Huron County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

PUTNAM COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: CD7PA9ECT8K4

As recommended by:

Suzy Wischmeyer, Director
Putnam County Department of Job and Family Services

Date

As approved by:

Board of Putnam County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

CRAWFORD COUNTY JOB AND FAMILY SERVICES SIGNATURE PAGE

12- Digit Unique Identifier: Z5MAGGKNR4D1

As recommended by:

Melinda Crall, Director
Crawford County Department of Job and Family Services

Date

As approved by:

Board of Crawford County Commissioners:

Date: _____

Approved as to form (if county required):

Prosecuting Attorney

Date: _____

AUTHORIZING THE ISSUANCE OF A CREDIT CARD FOR USE BY THE WARREN COUNTY CLERK OF COURTS

WHEREAS, Ohio Revised Code § 301.27 authorizes the office of a county appointing authority to use a credit card to pay for work-related expenses including computer software; and

WHEREAS, in order for the office of a county appointing authority to obtain a credit card, the county appointing authority must apply to the Board of County Commissioners for authorization to have an officer or employee of the appointing authority use a credit card held by the appointing authority, and such authorization request must state whether the card is to be issued only in the name of the office of the appointing authority or whether the issued card also shall include the name of a specified officer or employee; and

WHEREAS, the debt incurred as a result of use of the credit card shall be paid from monies appropriated to specific appropriation line items of the appointing authority for the aforementioned work-related expenses; and

WHEREAS, in accordance with the Ohio Revised Code § 301.27 (E) (2), the board of county commissioners may adopt a resolution authorizing an officer or employee of an appointing authority to use a credit card to pay specific classes of the aforementioned work-related expenses without submitting an estimate of those expenses to the board of county commissioners; and

WHEREAS, prior to adopting a resolution authorizing the use of a county credit card, the Board of County Commissioners are required to notify the County Auditor; and

WHEREAS, the Warren County Clerk of Courts, who is a county appointing authority, has requested a county credit card be issued in the name of the Warren County Clerk of Courts and authorization for its use by the County Clerk of Courts, Chief Deputy Clerk of the Common Pleas Court Division, and the Chief Deputy Clerk of the Certificate of Title Division to pay work-related expenses related to association travel and computer software, and the vendors that only accept credit cards to purchase the same; and

WHEREAS, upon receipt of the request from the Warren County Clerk of Courts, the Board Clerk shall send notice of the request to the County Auditor; and

NOW THEREFORE BE IT RESOLVED, this Board does hereby authorize the issuance of a county credit card to the Warren County Clerk of Courts and this Board does hereby authorize its use by the County Clerk of Courts, Chief Deputy Clerk of the Common Pleas Court Division, and the Chief Deputy Clerk of the Certificate of Title Division; and

BE IT FURTHER RESOLVED, that the said credit card shall be used to pay any work-related expenses allowed under Ohio Revised Code § 301.27 and may be done so without submitting an estimate of those expenses to this Board; and

RESOLUTION #24-
JULY 30, 2024
PAGE 2

BE IT FURTHER RESOLVED, that the debt incurred as a result of the use of the credit card shall be paid from monies appropriated to specific appropriation line items of the County Clerk of Courts for the specific work-related expenses.

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

M
M
M

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Clerk of Courts (file)

~~ACCEPTING A QUOTE AND ENTERING INTO A SERVICES AGREEMENT WITH TIMECLOCK PLUS, LLC (TCP) ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF EMERGENCY SERVICES~~

WHEREAS, TimeClock Plus, LLC (TCP) has provided a quote for a 5-year billing term, providing lower yearly percentage increases for a yearly Aladtec Subscription for online employee scheduling and workforce management.

NOW THEREFORE BE IT RESOLVED, to ~~accept a quote and~~ enter into a Services Agreement with TimeClock Plus, LLC on behalf of ~~Warren County Department of~~ Emergency Services as attached hereto and made a part hereof.

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

- M -
- M -
- M -

Resolution adopted this ___ day of ___ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a—TimeClock Plus, LLC
Emergency Services (file)

WARREN COUNTY
CLERK'S OFFICE
2023 JUL 28 PM 2:20
KRYSTAL POWELL



TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q032822
CONTRACT START DATE : 08/08/2024

CLIENT INFORMATION

Purchased for: Warren County Emergency Services
Bill To: Warren County Emergency Services

Contract Contact Name: MELISSA BOUR
Contract Contact Email: melissa.bour@wooh.net

Billing Address:

Support Contact Name:

Billing Contact Name:

Support Contact Email:

Billing Contact Email:

Support Contact Phone:

Billing Contact Phone:

Start day of week:

Shipping Method:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 45	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
*ALADTEC SUBSCRIPTION - ANNUAL	\$88.98	46	RECURRING	\$4,093.08

SUBTOTAL	\$4,093.08
TAXES	\$0.00
GRAND TOTAL	\$4,093.08
CURRENCY	USD

QUOTE EXPIRATION DATE : 07/10/2024

SPECIAL TERMS: YR 1 2% PEPY \$88.98= \$4,092.83
YR 2 2% PEPY \$90.75=\$4,174.69
YR 3 2% PEPY \$92.57=\$4,258.18
YR 4 0% PEPY \$92.57= \$4,258.18
YR 5 0% PEPY \$92.57= \$4,258.18

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By: _____

By: Whitney Leifeste

Name: _____

Name: Whitney Leifeste

Title: _____

Title: Director of Legal Services

APPROVED AS TO FORM

Derek B. Faulkner
Derek B. Faulkner
Asst. Prosecuting Attorney



TCP Services Agreement

THIS TCP SERVICES AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and **Warren County Department of Emergency Services**, with its principal office located at 520 Justice Drive, Lebanon OH 45036 ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. **Definitions.**

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 "Initial Term" has the meaning set forth in Section 10.

1.9 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.12 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.14 "Service Level Agreement" means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.17 "TCP Services" means the TCP software application(s) hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 "TCP Technology" means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 "Term" has the meaning set forth in Section 10.

1.20 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights. Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically

enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time. TCP and client agree to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents, regarding agreements with Third-Party Platforms, APIs or other means of interoperability. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP. TCP and Client agree to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents, for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application). Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances

and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this

Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, or by a public records request pursuant to Ohio Revised Code §149.43, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its

confidentiality and remain otherwise subject to this Agreement. Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during

a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Reserved.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period. TCP may not provide notice of an increase of Use Fees to client sixty (60) days or less prior to the expiration of the Initial Term. Should Client not accept an increase of Use Fees after proper notice, it will comply with Section 10 and provide TCP notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period. TCP may not provide notice of an increase of Use Fees to client sixty (60) days or less prior to the expiration of the Initial Term. Should Client not accept an increase of Use Fees after proper notice, it will comply with Section 10 and provide TCP notice of non-renewal at least thirty (30) days prior to the expiration of the Initial Term.

9. Taxes. Client is a political subdivision and is tax exempt.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of

filing. Notwithstanding the foregoing, if a material breach by a Party, by its nature, cannot be cured, the other Party may terminate this Agreement immediately.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be

responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES

THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Liability. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each Party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

20. Liability Limitation. Except for claims arising out of Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, and limitations on or limitations of liability granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Reserved.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Ohio, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]

TCP Services Agreement

Accepted by:

Client

TimeClock Plus, LLC

By: _____

By: _____



Name: _____

Name: _____

Whitney Leifeste

Title: _____

Title: _____

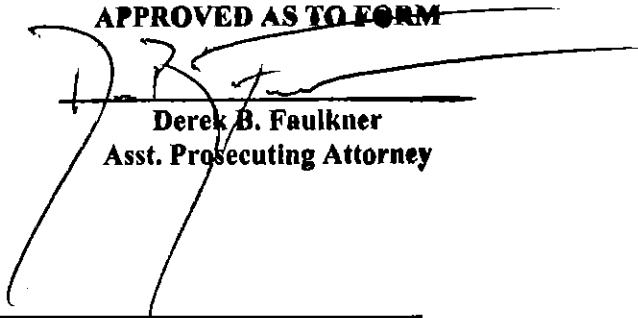
Director of Legal Services

Date: _____

Date: _____

07/10/2024

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

ERECTING STOP SIGNS ON UNION ROAD (CR 33) AT THE INTERSECTION OF MANCHESTER ROAD (CR 104) SO THAT SAID INTERSECTION FUNCTIONS AS A FOUR (4) - WAY STOP INTERSECTION

WHEREAS, Ohio Revised Code Sections 4511.65 provides that local authorities may designate additional through highways, and shall erect stop signs, yield signs, or traffic control signals at all streets and highways intersecting such through highways or may designate any intersection as a stop or yield intersection and shall erect like signs at one or more entrances for such intersection.

NOW THEREFORE BE IT RESOLVED, upon the recommendation of Neil F. Tunison, Warren County Engineer, to erect stop signs on Union Road (CR 33) at the intersection of Manchester Road (CR 104) so that said intersection functions as a four (4) – way stop intersection.

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

M
M
M

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Engineer (file)

ENTERING INTO AGREEMENT WITH SUNRISE COOPERATIVE FOR A 2,000 GALLON DOUBLE WALL TANK FOR DIESEL FUEL AND A 1,000 GALLON DOUBLE WALL TANK FOR UNLEADED GASOLINE AND TO PROVIDE CORRESPONDING FUEL ON BEHALF OF THE WARREN COUNTY ENGINEER'S OFFICE

WHEREAS, Sunrise Cooperative will no longer allow public use of their fuel pumps located at 555 North Broadway in Lebanon, Ohio; and

WHEREAS, to continue the utilization of Sunrise Cooperative for the County Highway Department fueling needs it is necessary to lease the fuel tanks and associated equipment and place them on site at the Highway Department located at 105 Markey Road; and

WHEREAS, the tanks and equipment will be provided by Sunrise Cooperative and the only cost incurred by the County Highway Department will be for the fuel and any associated replacement accessories.

NOW THEREFORE BE IT RESOLVED, to enter into agreement with Sunrise Cooperative for Liquid Fuel/Bulk Oil Equipment, copies of agreement are attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this 23rd day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a—Sunrise Cooperative
Engineer (file)

Sunrise

COOPERATIVE

Success grows here.

Liquid Fuel / Bulk Oil Equipment Lease Agreement

Date: 07/15/24

This lease is a written confirmation that Sunrise Cooperative, Inc. of 2025 West State Street, Fremont, OH 44820, hereafter known as Lessor, is providing equipment to:

Customer Name: Warren County **Account #:** 9801200

Address: 406 Justice Drive, Lebanon, Ohio 45036

hereafter known as Lessee, for the purpose of storing and/or dispensing of fuel. The equipment will be located at:

Equipment Address: DBA: Warren County Hwy Dept., 105 Markey Road, Lebanon, Ohio 45036

Lessee agrees that the listed equipment in this agreement is, and remains, the property of Lessor and the Lessor will be the only party capable of filling the leased equipment. Lessor agrees that there will be no annual lease fee for the above listed equipment and that it complies with all EPA regulations. Lessee agrees to allow Lessor to make deliveries at Lessor's convenience, also referred to as "Keep Full" delivery status.

Initials _____

Lessee agrees to purchase a minimum of 20,000 gallons annually from Lessor for a minimum period of three years. If the minimum gallons is not met, Lessor reserves the right to pick up their equipment.

Initials _____

Lessee agrees that any replacement hoses, filters or nozzles will be purchased from Lessor by Lessee. Lessor agrees that all repairs to storage tanks or pumps listed will be at Lessor's expense. Lessee agrees that lessor has the right to access the equipment across Lessee's property and repair or remove the equipment at lessor's discretion. If Lessor removes the equipment, Lessor shall pay Lessee for any fuel remaining in Lessor's tank at the price Lessee paid for the fuel. If Lessee requests the equipment be removed, Lessor will do so within two weeks of the request, and Lessee agrees to have all fuel removed prior to the request.

Initials _____

Lessee also agrees that Lessor is only responsible for contamination or environmental pollution as a result of a leak in Lessors equipment or Lessors employee in filling the equipment. Lessee is responsible for any contamination or environmental pollution as a result of failure from the filter, hose, nozzle, failure of Lessee in dispensing fuel or damage to Lessors equipment caused by Lessee or their representative. Lessee is also responsible for any property damage to Lessors equipment listed in this agreement.

Initials _____

Equipment being provided by Sunrise Cooperative, Inc. is as follows:

Qty	Item #	Description	Serial Number
1	2105	2000 Double Wall Tank (On Road Diesel)	
1	2156	Pump FR 311 High Flow w/ Meter	
1	2417	1" Cast Iron Base 200 AH	
1	2409	1" x 20' Hose	
1	2378	1" High Speed Nozzle	
1	2357	1" X 1" Hose Swivel	
1	2363	1" x 1" Hose Breakaway	

John Rowland

Sunrise Cooperative, Inc. Representative

John Rowland

Printed Name & Title

07/15/24

Date

proved as to Form:

Bruce A. McGary
Bruce A. McGary, Asst. Pres.

Lessee's Representative

Printed Name & Title

Date

Sunrise

COOPERATIVE

Success grows here.

Liquid Fuel / Bulk Oil Equipment Lease Agreement

Date: 07/15/24

This lease is a written confirmation that Sunrise Cooperative, Inc. of 2025 West State Street, Fremont, OH 44820, hereafter known as Lessor, is providing equipment to:

Customer Name: Warren County Account #: 9801200

Address: 406 Justice Drive, Lebanon, Ohio 45036

hereafter known as Lessee, for the purpose of storing and/or dispensing of fuel. The equipment will be located at:

Equipment Address: DBA: Warren County Highway Department, 105 Markey Road, Lebanon, Ohio 45036

Lessee agrees that the listed equipment in this agreement is, and remains, the property of Lessor and the Lessor will be the only party capable of filling the leased equipment. Lessor agrees that there will be no annual lease fee for the above listed equipment and that it complies with all EPA regulations. Lessee agrees to allow Lessor to make deliveries at Lessor's convenience, also referred to as "Keep Full" delivery status. Initials _____

Lessee agrees to purchase a minimum of 10,000 gallons annually from Lessor for a minimum period of three years. If the minimum gallons is not met, Lessor reserves the right to pick up their equipment. Initials _____

Lessee agrees that any replacement hoses, filters or nozzles will be purchased from Lessor by Lessee. Lessor agrees that all repairs to storage tanks or pumps listed will be at Lessor's expense. Lessee agrees that lessor has the right to access the equipment across Lessee's property and repair or remove the equipment at lessor's discretion. If Lessor removes the equipment, Lessor shall pay Lessee for any fuel remaining in Lessor's tank at the price Lessee paid for the fuel. If Lessee requests the equipment be removed, Lessor will do so within two weeks of the request, and Lessee agrees to have all fuel removed prior to the request. Initials _____

Lessee also agrees that Lessor is only responsible for contamination or environmental pollution as a result of a leak in Lessors equipment or Lessors employee in filling the equipment. Lessee is responsible for any contamination or environmental pollution as a result of failure from the filter, hose, nozzle, failure of Lessee in dispensing fuel or damage to Lessors equipment caused by Lessee or their representative. Lessee is also responsible for any property damage to Lessors equipment listed in this agreement. Initials _____

Equipment being provided by Sunrise Cooperative, Inc. is as follows:

Qty	Item #	Description	Serial Number
1	2100	1000 Gallon Double Wall Tank (Gasoline)	
1	2153	FR711 VA W/ Meter Hose and Nozzle	
1	2414	3/4" Cast Iron Filter Base	
1	2439	1 x 20' Hose w/ Static Wire	
1	2353	3/4" x 3/4" Swivel	
1	2358	3/4" Hose Breakaway Magnetic	
1	2372	Husky No Lead Nozzle	

John Rowland

Sunrise Cooperative, Inc. Representative

John Rowland

Printed Name & Title

07/15/24

Date

Lessee's Representative

Printed Name & Title

Date

Approved as to Form:

Bruce A. McGary
Bruce A. McGary
Asst Pres.

ENTERING INTO CONTRACT WITH DONELLON MCCARTHY ON BEHALF OF THE
WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

BE IT RESOLVED, to enter into contract with Donnellon McCarthy on behalf of Warren County Department of Human Services, for the lease of (3) Toshiba Copiers beginning August 1, 2024 and terminating on October 31, 2029; copy of agreement attached hereto and made a part hereof:

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a- Donnellon McCarthy
Human Services (file)



Document Management Agreement

APPLICATION NO.

AGREEMENT NO. 3058489

10855 Medallion Drive • Cincinnati, OH 45241 • Phone: 513.681.5617 • Fax: 513.681.3787

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to Donnellon McCarthy Enterprises, Inc.

CUSTOMER INFORMATION

Customer information fields: FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Includes items like Toshiba E-3525AC Digital Color MFP.

PER SOURCEWELL RFP 030321

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Term and payment information fields: 63 Payments* of \$ 592, If you are exempt from sales tax, attach your certificate, plus applicable taxes, Payment includes B&W prints per month, Color prints per month.

By signing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

Owner acceptance fields: Donnellon McCarthy Enterprises, Inc., SIGNATURE, TITLE, DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Customer acceptance fields: WARREN, COUNTY OF, SIGNATURE, TITLE, DATED.

FEDERAL TAX I.D. # PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Delivery and acceptance certificate fields: CUSTOMER (as referenced above), SIGNATURE, TITLE, ACCEPTANCE DATE.

TERMS AND CONDITIONS (Continued on Page 2)

1. AGREEMENT: You agree to rent from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement").

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, liquidates, exists or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) completed, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in a retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own, a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of prints shown on page 1 for each applicable print type. Regardless of the number of prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered print that exceeds the applicable minimum number of prints. Prints made on equipment marked as not financed under this Agreement will be included in determining your print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, the non-prevailing party shall pay, to the extent permitted by law and to the extent of legally available funds, the prevailing party's reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE

HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

Paragraph 1. AGREEMENT:

Sentence 4 has been modified to read as follows:

"This Agreement becomes valid upon execution by both parties."

Paragraph 2. OWNERSHIP; PAYMENTS; TAXES AND FEES:

Sentence 4, as stated below, has been removed in its entirety:

"If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law."

Sentence 5 has been modified to read as follows:

"The Payment may be adjusted proportionately upward or downward to comply with the tax laws of the state in which the Equipment is located."

Sentences 8-10, as stated below, have been removed in their entirety:

"You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment."

"You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws."

"You agree to pay us an origination fee of up to \$125 for all closing costs."

Sentence 12, as stated below, has been removed in its entirety:

"If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law."

Paragraph 4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:

Sentence 1 has been modified to read as follows:

"You agree to keep the Equipment fully insured against all risk, with us named as loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated."

Sentence 2 has been modified to read as follows:

"You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT. UNLESS SPECIFICALLY STATED OTHERWISE.

Reference to Option (A) and Option (A) language has been removed in its entirety from this paragraph:

"(A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or"

Sentences 8-10, as stated below, have been removed in their entirety:

"(B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT."

Sentence 12, as stated below, has been removed in its entirety:

"All indemnities will survive the expiration or termination of this Agreement."

Sentence 13 has been modified to read as follows:

"Subject to non-appropriation as provided in the State and Local Government Addendum to this Agreement and to the extent permitted by applicable law, if a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%."

The following language has been added after sentence 14:

"Any excess insurance proceeds received will be returned to you and you will remain responsible for any deficiency hereunder."

The last sentence, as stated below, has been removed in its entirety:

"You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss."

Paragraph 6. DEFAULT AND REMEDIES:

Sentence 10 has been modified to read as follows:

"You agree that this Agreement is a 'Finance Lease' as defined by Article 2A of the UCC, subject to your right to terminate for non-appropriation of funds as provided herein, and that your rights and remedies are governed exclusively by this Agreement and any other mandatory terms and conditions which are required to apply to this Agreement under applicable law."

Sentence 11 has been modified to read as follows:

"To the extent permitted by applicable law, upon your execution of a certificate of acceptance with respect to such Equipment, you waive all rights under sections 2A-508 through 522 of the UCC."

Paragraph 7. INSPECTIONS AND REPORTS.

The last sentence has been modified to read as follows:

"You authorize us to obtain credit bureau reports for credit and collection purposes (on an as needed basis)."

Paragraph 8. END OF TERM:

Sentences 4 and 5, as stated below, have been removed in their entirety:

"At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment."

Paragraph 10. MISCELLANEOUS.

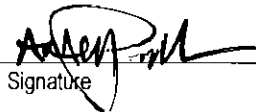
Sentence 11, as stated below, has been removed in its entirety:

"You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement."

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Donnellon McCarthy Enterprises, Inc.

Lessor


Signature

Director of Ops
Title

7/24/2024
Date

COUNTY OF WARREN


Customer


Signature

Title

Date

Debra Byrne 7/24/2024

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT. UNLESS SPECIFICALLY STATED OTHERWISE.

STATE AND LOCAL GOVERNMENT & TERMS AND CONDITIONS ADDENDUM

AGREEMENT # 3098489

Addendum to Agreement # 3098489 and any future supplements/schedules thereto, between COUNTY OF WARREN, as Customer and Donnellon McCarthy Enterprises, Inc., as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting

the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "To the extent permitted by law, you shall be solely liable for your own actions that result in any obligation, loss, claim or damage whatsoever, regardless of cause, and all expenses in connection therewith, including, without limitation, expenses, penalties and interest (collectively "Losses") arising out of or resulting from the entering into this Agreement, the ownership of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of the Equipment resulting in damage to property or injury to or death to any person; provided, however, that you shall not be liable to us for Losses arising out of or resulting from our own willful or grossly negligent conduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT #

3058489

Re: Lease Agreement # 3058489, between WARREN, COUNTY OF, as Customer and DONNELLON MCCARTHY ENTERPRISES, as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay Payments and all other amounts required to be paid under the Agreement during the fiscal year in which the Agreement is made have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

WARREN, COUNTY OF

Customer



Signature

Title

Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

Arlene Byrd 7/24/24

AFFIDAVIT OF NON COLLUSION

STATE OF _____
COUNTY OF _____

I, Anthony Donnellan, holding the title and position of Director of DPS. at the firm DONNELLY McCARTHY ENTERPRISES 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.

AFFIANT

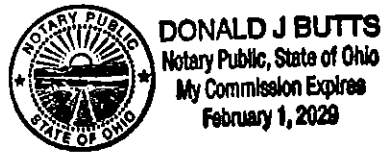
Subscribed and sworn to before me this 24 day of

July 20 24

[Signature]
(Notary Public),

Warren County.

My commission expires 2/1 20 24



APPROVING AND AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2024-2025 WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER TRUANCY PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement for FY2024-2025 with Warren County Educational Service Center Truancy Program, effective July 1, 2024 to June 30, 2025, on behalf of the Warren County Juvenile Court. Copy of said agreement is attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this th day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

AGREEMENT

I. PARTIES

The parties to this Agreement are WARREN COUNTY EDUCATIONAL SERVICE CENTER – COORDINATED CARE, (hereinafter “Provider”) and the Board of Warren County Commissioners, for and on behalf of WARREN COUNTY JUVENILE COURT (hereinafter “County”) 900 Memorial Drive, Lebanon, Ohio 45036;

II. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide Truancy Education Group facilitation to youth, their families and other designated individuals who come to the attention of the Court.

III. TERM

- (A). The term of this Agreement shall be for the fiscal year 2025.
- (B). The term shall commence on July 1, 2024 and end on June 30, 2025.

IV. DUTIES OF THE PROVIDER

- (A). Provider shall:
 - 1. Provide Truancy Education Group facilitation to youth, their families and other designated individuals referred by Warren County Juvenile Court.
 - 2. Bill the County for an initial lump sum payment of \$16,000.00 prior to August 31, 2024 for Truancy Education Group facilitation services.
 - 3. Effective September 1, 2024, bill the County on a monthly basis for Truancy Education Group facilitation services with the level billing amount of \$2,000.00. Each Invoice will list the months of service being provided.
 - 4. Total contract for services should not exceed a total of \$36,000.00.

5. Provide written case summaries and recommendations when applicable, to include the necessary statistical reporting information required by the Ohio Department of Youth Services grant.
6. Monthly invoices should include brief summary of services rendered.
7. Ensure that a facilitator is available for any and all scheduled sessions.

(B). Provider and its employees will maintain proper licensures and valid certifications issued by the State of Ohio as may be necessary as to provide such service.

V. COUNTY RESPONSIBILITIES

(A). The County shall:

1. Pay the above compensation when appropriate billing is turned in by the Provider.
2. Provide appropriate space for groups, if necessary.
3. Provide notice of the statistical reporting information needed so as the complete reports to the Ohio Department of Youth Services.

VI. FRINGE BENEFITS: PERS/STRS: TAX WITHHOLDINGS

(A). The County shall not be responsible for any accrued sick leave, vacation leave, personal day leave or holiday pay for any worker from Provider.

(B). The County shall not be responsible for any cost of: health insurance, life insurance or other similar fringe benefits as may be provided to the regular employees of the provider.

(C). Provider shall be responsible for any taxes owed from revenue earned from this agreement.

VII. NO PROMISE OF FUTURE EMPLOYMENT

(A). Provider acknowledges that this agreement does not represent any promise of future agreements or employment opportunities for employees of the Provider by the County and that no such promise has been made.

VIII. INDEMNIFICATION/HOLD HARMLESS

Provider shall indemnify and hold the County harmless from all damages, costs, expenses, claims, suits, causes of action and attorney fees as may be occasioned to Provider and its employees while performing pursuant to this Agreement or as a result of Provider or its employee's negligent, reckless and/or willful and wanton performance of his/her responsibilities pursuant to this Agreement and for intentional misconduct in the performance of his/her responsibilities pursuant to this Agreement.

IX. TERMINATION

Either party may terminate this Agreement upon (30)-days written notice to such other party. Upon termination, Provider shall return to the County any property of the County coming into his/her possession as a result of this Agreement including records. Provider shall be compensated for all work performed as of the date of termination less any expenses which may be incurred by the County in obtaining a substitute to complete the services provided herein.

X. ENTIRE AGREEMENT

This writing shall represent the entire Agreement between the parties and all previous representations, discussions and negotiations, whether oral or written which tend to supplement, contradict, or modify the terms of hereof are of no force and effect. This Agreement may not hereafter be modified except in writing signed by the parties hereto.

XI. BINDING EFFECT

This Agreement shall be binding upon heirs, successors, executors, administrators and assigns of these parties hereto.

XII. INSURANCE

Provider shall carry statutory Workers Compensation Insurance and statutory employers liability insurance as required by law.

XIII. PROPRIETARY RIGHTS

Provider agrees that all proprietary interests, including but not limited to copyrights, patents and literary rights, acquired in the course of said Agreement shall be the sole property of the County.

XIV. MODIFICATION OR AMENDMENT

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

XV. WAIVER

No waiver by either party of any breach of any provision of this Agreement whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as further or continuing waiver of any such breach or as a waiver of any breach of any other provisions of this Agreement. The failure of either party at anytime or times to require performance of any provision of the Agreement shall in no manner affect such party's right to enforce the same at a later time.

XVI. CONSTRUCTION

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

XVII. ASSIGNMENT

Neither party shall assign any of its rights or delegate any of its duties under this Agreement without written consent of the other party.

XVIII. GOVERNING LAW

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

XIX. PARTIES

At all times during the duration of this Agreement, the Provider and County shall act as independent contractors in connection with performance of the respective obligations under this Agreement.

XX. RELATIONSHIPS OF THE PARTIES

Wherever this Agreement refers to either the Provider and County, these terms shall include the agents, employees or authorized representatives of each party.

XXI. POLICY OF NON-DISCRIMINATION

Provider agrees that all services which it provides under this Agreement shall be made available without consideration of race, color, gender, creed disability, national origin or ability to pay, and shall ensure non-discrimination in employment on the basis of color, gender, creed, disability, age, or national origin. The Grantee shall comply with applicable provisions of applicable federal, state, and local statutes, rules and regulations, which from time to time may be amended.

XXII. CONFIDENTIALITY

Provider shall keep all information confidential during and after the duration of this Agreement.


SIGNATURE PAGE

Witness their hands this _____ day of _____, 20_____.

Signed and acknowledged in the presence of:


Board of Warren County Commissioners

Date / Resolution Number

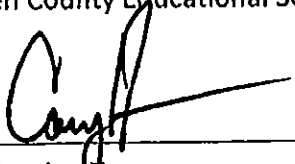


Tom Isaacs, Superintendent

Warren County Educational Service Center – Coordinated Care



Date

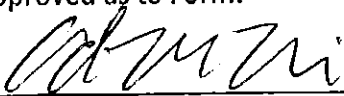


Cary Furniss, Treasurer
Warren County Educational Service Center

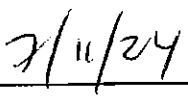
6-25-2024

Date

Approved as to Form:



Assistant Prosecutor



Date

SIGNATURE PAGE

Witness their hands this _____ day of _____, 20_____.

Signed and acknowledged in the presence of:

Board of Warren County Commissioners

Date / Resolution Number

Tom Isaacs
Tom Isaacs, Superintendent
Warren County Educational Service Center – Coordinated Care

6/22/24
Date

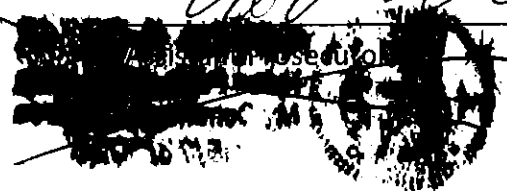
Cary Furniss
Cary Furniss, Treasurer
Warren County Educational Service Center

6-25-2024
Date

Approved as to Form:

_____ A.P.A.

7/11/24
Date



APPROVING AND AUTHORIZING THE PRESIDENT OF THIS BOARD TO EXECUTE AN AGREEMENT FOR FY2024-2025 WITH THE WARREN COUNTY EDUCATIONAL SERVICE CENTER PARENT SUCCESS PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President of this Board to execute an Agreement for FY2024-2025 with Warren County Educational Service Center Parent Success Program, effective July 1, 2024 to June 30, 2025, on behalf of the Warren County Juvenile Court. Copy of said agreement is attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this th day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a—Warren County Educational Service Center
Juvenile Court (file)
Ohio Department of Youth Services

CONTRACT FOR SPECIALIZED CARE SERVICES-Parent Success

This Contract is made between Warren County ESC (hereinafter referred to as "Provider"), with its offices located at 1879 Deerfield Road Lebanon, Ohio 45036, and Warren County Board of Commissioners on behalf of Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon, Ohio 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized care services and

WHEREAS, the Provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

To provide intensive, home based parenting support and education to parents that may include but not be limited to:

- The Parent Success Program provides intensive, home-based parenting support and education to parents of children with behavior problems. The goal of the program is to increase the protective factors of the parents and family while decreasing the negative youth behaviors. Parent Success will not only include parent training, but will help parents deal with everyday stresses and meet challenges of parenting a child with behavior problems. The Active Parenting curriculum is tailored to the individual needs of each family and deals with specific issues that the family may be struggling with. The Active Parenting curriculum teaches parents how to raise a child by using encouragement, building the child's self-esteem, creating a relationship with the child based on active listening, honest communication and problem solving. It also teaches parents to use natural and logical consequences to reduce irresponsible and unacceptable behaviors.
- The program will consist of a minimum of at least six home visits lasting at least two hours each.
- Written reports. The ESC will provide all information as required by Juvenile Court

II. **LENGTH OF CONTRACT:**

This Contract shall become effective on July 1, 2024 and shall remain in force and effect up to and including June 30, 2025, unless terminated as provided herein.

III. **POLICY OF NON-DISCRIMINATION:**

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

IV. **RELATIONSHIP OF PARTIES:**

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

V. **GOVERNING LAW:**

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

VI. **INDEMNIFICATION:**

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

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the

function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

Whenever the terms "Provider", "County" and "Fiscal Agent" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of Provider, County and Fiscal Agent.

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of specialized care services and shall maintain all applicable State licensure and certification.

IX. COMPENSATION AND NOTICES:

The Provider shall be compensated at the rate of \$26,000 for all services provided which is estimated to serve 30 families/youth.

TO: Provider

Warren County Educational Service Center
1879 Deerfield Road
Lebanon, Ohio 45044
Phone Number: 513-695-2900, ext. 2311

Provider shall invoice:

TO: Warren County Juvenile Court
900 Memorial Drive
Lebanon, Ohio 45036
Phone Number: 513-695-1160

Invoices shall be made effective December 1, 2024 with the level billing amount of \$6,500 quarterly. Invoices will be made in December 2024, February 2025, April 2025 and June 2025. The total sum being \$26,000. Each invoice will list the months of service being provided.

X. CHILD SUPPORT:

N/A

XI. INSURANCE:

Provider shall carry \$1,000,000 comprehensive general or professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider 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 this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider 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 this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

Failure to produce or maintain valid certificates of insurance as provided herein shall be cause for termination of this Contract by the County.

XII. ENTIRE CONTRACT:

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

XIII. MODIFICATION OR AMENDMENT:

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

XIV. CONSTRUCTION:

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

XV. WAIVER:

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

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

Neither party shall assign any of its rights or delegate any of its duties under this Contract without written consent of the other, subject to the above provision, this Contract shall be binding on the successors and assigns of the parties.

XVII. HEADINGS:

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

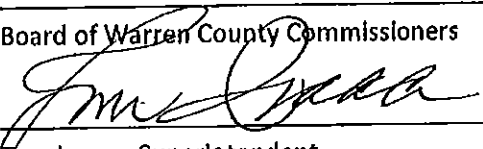
XVIII. TERMINATION:

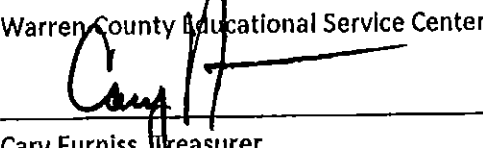
This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties

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

This Contract is entered into by Resolution No. _____ of Warren County Board of Commissioners dated _____.

Signed and acknowledged in the presence of:

_____	_____
Board of Warren County Commissioners	Date
	<u>6/20/24</u>
Tom Isaacs, Superintendent	Date

_____	_____
Warren County Educational Service Center	
	<u>6-25-2024</u>
Cary Furniss, Treasurer	Date
Warren County Educational Service Center	

Approved as to Form:	
	<u>7/11/24</u>
Assistant Prosecuting Attorney	Date

XVII. HEADINGS:

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

XVIII. TERMINATION:

This Contract may be terminated at any time with or without cause by any party upon fourteen (14) days written notice to the other party or parties


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

This Contract is entered into by Resolution No. _____ of Warren County Board of Commissioners dated _____.

Signed and acknowledged in the presence of:

Board of Warren County Commissioners

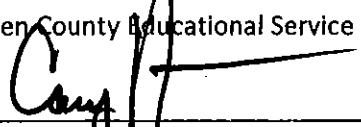
Date



Tom Isaacs, Superintendent
Warren County Educational Service Center



Date



Cary Furniss, Treasurer
Warren County Educational Service Center



Date

Approved as to Form:



Assistant Prosecuting Attorney



Date

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF WARREN

I, CARY L FURNISS, holding the title and position of TREASURER/CFO at the firm WARREN COUNTY ESC, 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.

Cary L Furniss
AFFIANT

Subscribed and sworn to before me this 25 day of June 2024

Amanda R. Geer
(Notary Public),

Warren County.

My commission expires 5/22/2025 2024



My Commission Expires
05/22/2025

ING
ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS
WARREN COUNTY

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

Warren County Records Center and Archives
406 Justice Drive
Room 52
Lebanon, Ohio 45036

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

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

Resolution adopted this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

WARREN COUNTY
2024 JUN 24 11:14 AM
CLERK

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

This agreement is entered into by and between on this 8th day of July, 2024, 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 Records Center and Archives, 406 Justice Drive, Room #52, 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, 2025.

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 shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. 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.

- J. 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.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

Q. 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.

R. 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 (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.

- S. This agreement may be modified upon mutual consent of both parties.
- T. **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:

- U. **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 _____ day of _____, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

David G Young, President

WORKSITE:

Records Center & Archives
Worksite Name

[Signature]
Signature/Worksite Administrator

7/8/2024
Date

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.

Signature of Authorized Organized Labor Representative

Date

WARREN COUNTY OHIO MEANS JOBS

[Signature]
Josh Hisle, Deputy Director

7/19/24
Date

APPROVED AS TO FORM:

[Signature] 7/19/24
Adam Nice, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Records Center And Archives

Address: 406 Justice Drive, Room 052, Lebanon, OH 45036

Phone: (513) 695 - 1815 E-mail tori.otten@co.warren.oh.us

Agency Administrator: Jen Haney Conover

Contact Person: Tori Otten

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about July 29th, 2024 and continue until on or about December 31st, 2024. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 15 hours per week, normally 3 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 County Records Center & Archives	Tori Otten (513) 695-1815	1	16+	From: 9:00 am To: 4:00 pm M-F	<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 Media Scanning (Documents, photos, etc.),
Historic Research, Transcribing Historic Records + Processing
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.

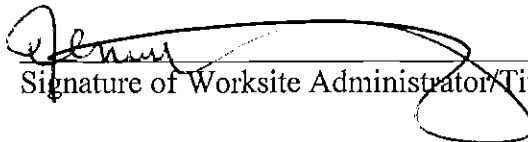
Training and safety instructions must be provided by worksite personnel if skilled or special equipment is required to perform the tasks described in this agreement. Youth work activities are governed by the applicable State and Federal Child Labor Laws.

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.

Student will resume work during next scheduled
shift, we will contact them if there are any
issues.

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

7/11/2024
Date

Josh Hisle, Deputy Director, OMJWC

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 saws, 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.

ENTERING INTO CLASSROOM TRAINING AGREEMENTS ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into a Classroom Training Agreement with the following company,
as attached hereto and made part hereof:

Bick's Driving School
1727 S Breiel Blvd
Middletown, Ohio 45044

Warren County Career Center
3525 N. State Route 48
Lebanon, Ohio 45036

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

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

Resolution adopted this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

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

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Bick's Driving School 1727 S Breiel Blvd, Middletown, OH 45044** hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

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

OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

David G. Young, President

Date

Contractor

Kevin D. Locken

Authorized Contractor Signature

7/16/24

Date

KEVIN D. LOCKEN

Typed Name of Authorized Contractor

7/16/24

Date

Approved as to form:

Adam M. Nice

Asst. Prosecuting Attorney
Adam M. Nice

7/18/24

Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Warren County Career Center, 3525 N. State Route 48, Lebanon, Ohio 45036** hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners

David Young, President

Date

Contractor



Authorized Contractor Signature

June 27, 2007


Date

Warren County Career Center
Peggy Phillips, President

Typed Name of Authorized Contractor

Date

Approved as to form:



Adam Nice, Asst. Prosecutor

7/11/24

Date

APPROVING AND ENTERING INTO MAINTENANCE AGREEMENT WITH MILLENNIUM BUSINESS SYSTEMS ON BEHALF OF WARREN COUNTY SOLID WASTE DISTRICT

BE IT RESOLVED, to approve and authorize the President of the Board to execute a Maintenance Agreement with Millennium Business Systems, on behalf of the Solid Waste District for a printer/copier; agreement attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this ____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a – Millennium Business Systems
Solid Waste District (file)



Terms and Conditions of Sale

- 1. DELIVERY, INSTALLATION AND ACCEPTANCE: When applicable, Seller shall deliver and install the Items listed on the cover page (the "Equipment") to Customer at the Customer location indicated on the cover page. If drop shipped, risk of loss shall pass to Customer upon shipment and Equipment will be deemed accepted by Customer upon the arrival of Equipment at the Customer location indicated. Seller shall not be liable for any default or delay caused by government directives, priorities, regulations, requests, orders or regulations or by embargoes, fires, strikes, work stoppage, accidents to machinery or equipment, delays of carriers or shortage of labor or material or for any other cause whatsoever interfering with or impeding production or delivery of the Equipment. All promises of delivery are made in good faith and Seller will do everything possible to fulfill them. However, if Seller is unable to meet a scheduled delivery date, Seller shall not be liable for additional transportation charges incurred as a result of Customer's request to use a faster means of transportation. The Equipment shall be deemed to have been accepted on the date of delivery.
- 2. PAYMENT OF PURCHASE: This agreement (this "Sales Order") shall be effective upon full execution of this Sales Order by Seller and Customer, or issuance by Customer and fulfillment by Seller. Unless otherwise stated in writing, payment of the full purchase price for all equipment, accessories, and/or supplies (the "Equipment") listed on this Sales Order or any accompanying equipment schedule is due upon delivery.
- 3. TITLE & SECURITY INTEREST: Title will be passed onto Customer when Seller receives payment in full. Until such time, to secure all of Customer's obligations to Seller under this Sales Order, Customer hereby grants Seller a security interest in (a) the Equipment to the extent of Customer's interest in the Equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Customer agrees that the security interest will not be affected if this Sales Order is changed in any way. Customer hereby appoints Seller (or Seller's agent) as Customer's true and lawful attorney-in-fact to affix Customer's signature to UCC Financing statements prepared and filed on Customer's behalf by Seller (or Seller's agent) with the same force and effect as if Customer had signed such financing statements. If Seller requests, Customer agrees to sign financing statements in order for Seller to publicly record its security interest. This Sales Order shall be sufficient as a financing statement and may be filed as such.
- 4. TAX: Customer shall be charged sales tax unless Customer provided to FlexPrint a tax-exempt certificate with its credit application, or otherwise prior to or simultaneous with this Sales Order.
- 5. CHANGES: Seller reserves the right to modify or change the Equipment in whole or in part, at any time prior to the delivery thereof, in order to include therein electric or mechanical refinements deemed appropriate. Seller shall incur no liability to modify or change any Equipment previously delivered, or to supply new Equipment in accordance with earlier specifications.
- 6. CANCELLATION: Customer may cancel this Sales Order prior to shipment of any Equipment, upon payment to Seller of reasonable cancellation charges, which shall take into account expenses incurred in commitments made by the Seller.
- 7. CREDIT APPROVAL: Acceptance of this Sales Order, any other purchase orders, shipments, deliveries and any other obligations of Seller to complete this sale shall at all times be subject to the approval of Seller's Credit Department. Seller reserves the right to increase or decrease Customer's credit limit at any time, in Seller's sole discretion. Seller may require full or partial payment prior to shipment or provision of service.
- 8. CLAIMS: Claims for Equipment defective on arrival (through no fault of Customer) ("DOA") must be made within 14 days after receipt of Equipment. Seller will not accept return of any Equipment without prior written approval from Seller. Equipment returned without such permission is at Customer's sole risk. Properly returned DOA Equipment will be replaced and Seller shall have no further liability with regard to such DOA Equipment. Seller shall not be liable for damage and/or injury caused by the use, abuse, improper storage, or movement of the Equipment by anyone other than Seller.
- 9. INTEREST AND FEES: Customer shall pay to the Seller interest on the unpaid balance on all past due accounts at the rate of 1.0% per month from the due date of invoice. A \$50.00 service charge, plus any other fees charged to FlexPrint, will be levied on all checks returned due to insufficient funds or for any other reason. Returned checks will not be deposited. Customer must cover the returned check with cash, money order or certified check. If a check is returned, then, for the purposes of calculating late charges or events of default, it will be as if the payment represented by the check had never been made. FlexPrint reserves the right to charge a credit-card-processing fee for any payment made via credit card.
- 10. DEFAULT: In the event that Customer fails to pay any amounts owed hereunder when due, breaks any of its promises in the Sales Order, or enters (voluntarily or involuntarily) into a bankruptcy proceeding, it will be in default under this Sales Order. In the event of a default, the Seller may, at its option, declare immediately due and payable all monies owed by Customer to Seller and thereafter cancel and terminate this Sales Order and repossess the Equipment with ~~no~~ prior demand or notice to Customer and without court proceedings and thereafter sell the Equipment free and clear of any rights of Customer. Customer waives any and all claims against the Seller. *in the event of nonpayment*
- 11. WARRANTY: It is understood that the warranty, if any, by Seller as set forth on the reverse side herein, shall be the only warranty applicable to such Equipment. In no event shall Seller be liable for damages by reason of the failure of the Equipment to function properly. THE SELLER'S WARRANTY SET FORTH HEREIN IS IN LIEU OF ANY AND ALL OTHER WARRANTIES (BY SELLER OR MANUFACTURER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES.
- 12. ERRORS: Seller reserves the right to correct clerical and typographical errors.
- 13. DAMAGES: IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES, OR FOR COMMERCIAL LOSSES FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, LOSS OF DATA OR INFORMATION, INTERRUPTION OF SERVICES, OR OPERATION IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF ANY EQUIPMENT COVERED BY THIS SALES ORDER WHETHER OR NOT SUPPLIER HAS RECEIVED NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. ANY AND ALL RECOVERIES SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER HEREUNDER.
- 14. ASSIGNMENT: This Sales Order is not assignable by Customer without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which arise under this Sales Order without such permission shall be void.
- 15. GOVERNING LAW, JURISDICTION, AND VENUE: This Sales Order shall be governed by and construed according to the laws of the State of Arizona-Ohio, without regard to its conflict of laws provisions. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Arizona, County of Maricopa, and each of the parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein. ~~EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM, OR OTHERWISE.~~ This agreement shall be governed by the laws of the State of Ohio, the venue for any disputes shall be Warren County, Ohio, Common Pleas Court.
- 16. NOTICE: All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized courier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the Cover Page, or if sent to Supplier at: FTG General Counsel, 2845 N. Omaha St., Mesa, AZ 85215.
- 17. NO RESALE OR EXPORT: Customer shall not resell Devices or parts provided under this Agreement to any third party or export them to any region beyond the United States without prior written consent of Supplier and compliance with all relevant import and export laws.
- 18. WAIVER; RELEASE: No delay on the part of either party in exercising any of its rights hereunder, failure to exercise such rights, or the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either party, their respective agents, servants, or employees.
- 19. SEVERABILITY: If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.
- 20. MODIFICATIONS: This Sales Order may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.
- 21. ENTIRE AGREEMENT: This Sales Order constitutes the complete and exclusive statement of the agreement of sale between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Sales Order. Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Sales Order. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment, such order will be governed by the terms of this Sales Order and any provision of such order form which in any manner differs from or is in addition to the provisions of this Sales Order shall be of no force or effect. Seller's acceptance of such order shall be expressly made conditional on Customer's assent to the terms of this Sales Order and shall be strictly limited to the terms of this Sales Order.

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Customer Initials

APPROVED AS TO FORM
Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

FTG Entity Address: 1320 Kemper Meadow Drive, Suite 500, Cincinnati, OH 45240

CUSTOMER INFORMATION

Bill To:

Name: Warren County Solid Waste
Contact Phone: (513) 695-1210
Address: 406 Justice Drive Room 251
City, State, Zip: Lebanon, OH 45036
Meter Contact: Susanne Mason
Suite/Room #:
Email: Susanne.Mason@co.warren.oh.us

Equipment Location:

Name: Same
Contact Phone:
Address:
City, State, Zip:
Meter Contact:
Suite/Room #:
Email:

AGREEMENT DETAILS

Term: 60 Months Monthly Volume: B/W: Color:
 Cost Per Print B/W: \$0.022 Color: \$0.10 See Grouped Pool Customized Billing:
 Overages B/W: \$0.022 Color: \$0.10 See Grouped Pool
 Payment \$36.00 Reconciliation Period: Monthly Service Response Time:

Comments: Lexmark XC2335
Monthly payment of \$36.00 includes 500 b&w prints and 250 color prints

CUSTOMER ACCEPTANCE

THE TERMS AND CONDITIONS ATTACHED HERETO ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NEITHER PARTY IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

Customer: Warren County Solid Waste
Print Name: _____
Signature: X
Date: _____

Supplier: Millennium Business Systems
Print Name: *Janetha Daise*
Signature: *[Handwritten Signature]*
Date: 5/22/24

Terms & Conditions

1. **AGREEMENT:** This Agreement will become effective between the customer ("Customer") and supplier ("Supplier") listed on the cover page upon execution by both parties (the "Effective Date"). This Agreement may cover devices installed by Supplier ("Installed Devices") and/or the onboarding of devices already in customer's possession ("Preexisting Devices"). Installed Devices and Preexisting Devices may collectively be referred to herein as "Devices". The period from the Effective Date through the date all Installed Devices are installed and/or the date all Preexisting Devices are onboarded, as applicable, is the "Implementation Period". To the extent any device is leased, the applicable lease will not begin until after the end of the Implementation Period.
2. **ITEMS INCLUDED:** The pricing set forth on the cover page of this Agreement includes the following as applicable: unlimited service calls, parts (as classified by the manufacturer) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer imaging drums and toner) based on Average Supply Consumption (defined in Section 8(a)), and service and parts as may be required for normal use of scanning functions on a multifunction/MFP device.
3. **ITEMS EXCLUDED:** Except as specified, service and maintenance under this Agreement excludes the following:
 - a. Paper and staples, external cards, hard drive wipes/destruction (unless otherwise agreed), software, firmware updates/upgrades (unless otherwise agreed), connected hardware, envelope feeders, network and power cords;
 - b. Damage due to fire, accident, theft, or arising out of or caused by (i) misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, (ii) use of equipment beyond Original Equipment Manufacturer's ("OEM") specifications, (iii) movement of the Device by anyone other than an authorized Supplier representative; and (iv) use of supplies, parts, or paper not meeting manufacturer's specifications causing excessive service calls. Repair/replacement of these items will be charged a service fee of \$35 per call, plus the then-current hourly rate for labor, billed in 15-minute increments and for labor, including travel time (the "Hourly Rate"), plus cost of parts;
 - c. Excess Supply Consumption (defined in Section 8(a));
 - d. Reconditioning (defined in Section 6);
 - e. Charges for installation or removal of the Device or third-party modifications to software or hardware; and
 - f. Network connected equipment is covered up to the network connection of the Device. Onsite service calls caused by computer or network issues will be charged at the Hourly Rate.
4. **SERVICE:** Except as set forth in Section 3, Supplier shall provide hardware service and maintenance on the Devices. Preventative maintenance will be performed based on the OEM's recommended interval. Supplier's service and maintenance are subject to the following:
 - a. Supplier guarantees a quarterly average response time as specified on the front of this Agreement ("Service Response Time").
 - b. Supplier reserves the right to inspect each Preexisting Device to determine it is in good mechanical condition. Should any Preexisting Device require repair with costs exceeding the fair market value of the Device, Customer may either replace the Preexisting Device or pay to repair it. Any repairs will be performed only upon agreement of both parties.
 - c. Supplier reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement, as long as printer functionality and print quality are not affected.
 - d. Customer must notify Supplier of the relocation of any Device. For equipment larger than a desktop Device, Customer should contact Supplier to prepare the Device for relocation and to reinstall the Device following relocation. Labor and, if applicable, delivery fees will be quoted for Customer's approval prior to providing any service. If anyone other than Supplier or its authorized representative moves the Device, Supplier reserves the right to inspect the Device in its new location. If repairs are necessary as a result of the relocation, Supplier will provide a quote to repair the Device. Upon Customer's authorization, Supplier will make the repair and continue services with respect to that Device.
 - e. Supplier does not guarantee parts will be available during the term of the Agreement. Should some or all parts become unavailable and no longer supported by the OEM, the Device shall be considered "End of Life". In this situation, Supplier may be unable to perform all or some of the services. In such case, Supplier shall only be responsible to make commercially reasonable efforts to maintain and service that Device.
 - f. All service under this Agreement shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, local time, excluding national holidays ("Business Hours"), unless otherwise agreed upon by both parties. Travel and labor time for repair calls after Business Hours, ("After Hours"), if and when available, shall be charged to Customer at \$300/hour for labor, including travel time, with a minimum one-hour charge per call.
 - g. Unless otherwise agreed by the parties in writing, Customer is solely responsible for removing any and all confidential or personally identifiable information from the hard drive prior to removal or return of any Device.
5. **OPERATING REQUIREMENTS:** All Devices covered under this Agreement must adhere to the following guidelines:
 - a. Devices must be placed in a normal office setting in accordance with OEM's specifications, which includes but is not limited to an environment free from excessive dust, humidity, temperature, ammonia or other corrosive fumes. Devices must be located in an area with a sufficient amount of space for access.
 - b. Devices must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - c. Devices should be operated within OEM usage and operational specifications.
6. **REBUILDING OR OVERHAUL:** Rebuilding or major overhauls of Devices ("Reconditioning") are not covered by this Agreement. When Supplier, in its reasonable discretion, determines Reconditioning is necessary, whether as a result of normal wear and tear or otherwise, Supplier will notify Customer and provide an estimate of the cost to perform the Reconditioning. If Customer does not authorize such Reconditioning, Supplier will provide any further service for that Device at the Hourly Rate.

7. **METERS:** Supplier utilizes software to electronically report meters and supply consumption ("Print Management Software"). Customer agrees to work with Supplier's software administrator to install the Print Management Software. Customer grants Supplier permission to upgrade, modify, or maintain the Print Management Software or to install new releases or additions. Under no circumstances will the Print Management Software provide Supplier access to Customer information other than data directly related to the Devices on contract as per this Agreement. Customer understands and agrees that Supplier may scan IP ranges to locate Devices that have been moved to a different part of the network. Customer agrees not to delete, alter, modify, or otherwise render the Print Management Software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities.
8. **USE & BILLING**
- a. In general, billing is based on base plus actual usage, as determined from meters. Supplier may also invoice Customer for any supplies consumed in excess of the Average Supply Consumption. "Average Supply Consumption" shall be based on the manufacturer's suggested yield and fill rate. If Customer's use of supplies during any Reconciliation Period (as defined on the cover page) exceeds 5% of the Average Supply Consumption for monochrome (BW) or 20% of the Average Supply Consumption for color, Supplier reserves the right to invoice Customer for any supplies consumed in excess of the Average Supply Consumption ("Excess Supply Consumption"). Excess Supply Consumption surcharges will be calculated as the yield of cartridges provided to Customer, in excess (number of prints), multiplied by the cost per print rate for both BW and Color yields. The parties agree to investigate the causes of Excess Supply Consumption. Supplier and Customer shall work together to explore solutions for reducing the Excess Supply Consumption and make reasonable efforts to implement such solutions.
 - b. To the extent Installed Devices are used by Customer during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Installed Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are installed. For Installed Devices that are not connected to the network, Supplier will invoice customer based on meter reads provided by Customer and/or obtained during service. In the event Supplier is unable to obtain periodic meter reads, Supplier shall be entitled to estimate Customer's use and assess Customer a fee of up to \$25 per Device for such service. Supplier shall invoice Customer based on Supplier's estimate.
 - c. To the extent service to any Preexisting Devices begins during the Implementation Period, Customer agrees to pay Supplier based on the actual metered usage of the Preexisting Devices. As a result, Customer understands that Supplier will invoice Customer prior to the date all Devices are onboarded. For Preexisting Devices that are not connected to the network, Supplier will invoice customer based on meter reads during service and/or usage estimates based upon the average meter history.
 - d. To the extent Customer maintains local (non-networked), low volume Devices and desires to have Supplier provide service and supplies to those local Devices, Supplier will do so for a set monthly fee per local Device (the "Program"). The local Devices in the Program (if any), as well as the monthly fee per applicable Device, are set forth in Exhibit A, attached hereto and incorporated herein by reference. The sum of the monthly fees for all Devices in the Program will be included in the Agreement billing as a pool. Customer acknowledges that invoices for Devices in this Program will be issued separate from invoices for the networked Devices to be covered under this Agreement. Any Device added or removed from the Program will be reflected on the next invoice after notification is made to Supplier. No adjustments will be made to invoices previously generated. This Program monthly fee may be adjusted at the end of each Reconciliation Period. To perform the reconciliation, Supplier will utilize the Supply Consumption Calculation set forth in Exhibit A. In the event the Supply Consumption Calculation reveals more use than budgeted, Supplier reserves the right to adjust the applicable Device fee and included volume per Device. Supplier will invoice Customer for the prior quarter's overage and provide 30 days written notice to Customer of the new monthly fee going forward.
 - e. In the event additional devices of like models to those included in the Agreement are discovered in Customer's fleet, such additional devices will be automatically added to the Agreement and initiated for coverage and billing.
 - f. In the event additional devices of dissimilar models to those included in the Agreement are discovered in Customer's fleet, or are reported by Customer for addition to the Agreement, they will be automatically added to the Agreement at the then-current rates and included for coverage and billing. Customer will have the opportunity to remove such additional devices from the Agreement 90 days from the date they were added.
 - g. All supplies remain the property of Supplier until consumed.
 - h. Services performed for Customer outside the scope of this Agreement, as well as any parts necessary to perform those services, shall be billed to Customer upon completion.
 - i. When overnight shipping is provided at Customer's request (and not due to any issue caused by Supplier), Supplier may charge for shipping and invoice such charges to Customer on a monthly basis.
 - j. If Customer does not pay all charges as provided hereunder promptly when due, Supplier may (a) terminate this Agreement; and/or (b) furnish service on a C.O.D. per call basis at the Hourly Rate, plus cost of parts.
9. **CONTRACT ADJUSTMENT:** Supplier will invoice Customer for the payment amount set forth on the front of the Agreement. If indicated on the front of this Agreement, a custom invoice fee will be assessed. Supplier offers customized invoicing at a rate of \$100.00 per month, to be invoiced monthly, as well as on any excess usage invoice if usage overages are incurred by Customer. Usage will be reconciled on the frequency indicated in the Agreement. Customer will be invoiced for any overages multiplied by the rates indicated in the Agreement. The contracted volume can be adjusted at the end of each Reconciliation Period. Supplier reserves the right to increase Customer's monthly base usage and monthly base charge if overages exceed the monthly minimum by 20%. The contracted volume may be adjusted down to the previous Reconciliation Period's actual usage; but not to exceed 15% of the current aggregate contracted volume. At the end of the first year of this Agreement and once each successive twelve-month period, Supplier may increase its rates by a maximum of ~~15%~~

10%

10. **REMITTANCE:** All invoices due by Customer to Supplier under this Agreement shall be due and payable within thirty (30) days of the invoice date, and shall not include any set-off or counterclaim amounts. Customer shall notify Supplier within twenty (20) days after receipt of the invoice of any inaccuracy or good faith dispute. If Customer fails to timely provide notice, Customer is deemed to have accepted the invoice. The undisputed portion of any invoice shall accrue interest at a rate of one and one-half percent (1.5%) per month from the due date (or, if lower, the maximum rate allowed under applicable law). ~~Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable.~~
11. **TERM & TERMINATION:** The initial term ("Initial Term") of this Agreement is set forth on the cover page. Thereafter, this Agreement shall automatically renew for successive additional one-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless a party notifies the other of its intent not to renew in writing between 90 and 150 days prior to the end of the current Term. Customer agrees to pay the rates in effect at the beginning of each Renewal Term.
- a. **Termination for Convenience:** If Customer wishes to terminate the Agreement prior to the end of the current Term, Customer shall buy out the remainder. For Customer agreements which are billed on an actual usage-based program, the buyout will be calculated as follows: Customer's monthly average for up to 12 months preceding cancellation multiplied by the remaining term of the Agreement. If there is no request for cancellation, but all Devices are removed from service, the formula described in the preceding sentence will apply.
 - b. **Termination for Failure to Pay:** Supplier may terminate the Agreement at any time due to late or non-payment, with all remaining payments in the Term to be accelerated and become immediately due and payable. Supplier expressly reserves all other rights and remedies available to Supplier.
 - c. **Other Rights to Terminate:** If either party breaches any other material term of this Agreement, the non-breaching party shall provide written notice to the breaching party. The breaching party shall have thirty (30) days from receipt of the written notice to cure the breach. If the breach is not cured by the end of the cure period, the non-breaching party may terminate this Agreement upon written notice. The termination of this Agreement shall not discharge the liabilities of the Defaulting Party. In the event of termination by Customer, Customer is not relieved of Customer's obligation to pay the remaining balance of the lease payments due, or any other obligations of Customer under this Agreement. Customer will have the option to reassign services to a provider of its choice upon notification to FlexPrint
 - d. Any termination of the Agreement shall be without prejudice to the rights of the parties. The parties' rights and obligations which by their nature would continue beyond the termination or expiration of this Agreement shall survive termination for any reason or expiration of this Agreement
12. **CONFIDENTIALITY:** Confidential Information includes, without limitation, this Agreement, know-how, ideas, inventions (whether patentable or not), and other technical information, business plans, financial projections and forecasts, customer lists, pricing, and product development information. A party ("Recipient") may use the other party's ("Discloser") Confidential Information solely as necessary for its performance under this Agreement. Recipient must use all reasonable efforts to maintain the confidentiality of all Confidential Information of Discloser in its possession or control, but in no event less than the efforts Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance. Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of this Agreement; (d) Recipient can demonstrate has been independently developed by Recipient without the use of any of the Confidential Information, by personnel who had no access or exposure to the Confidential Information; or (e) is released by Discloser to any third party without imposing similar restrictions. The Parties agree that, notwithstanding the termination of this Agreement for any reason whatsoever, the obligation to maintain the confidentiality of the Confidential Information shall survive this Agreement. ←
13. **LIMITATION OF LIABILITY:** This is a service agreement. Other than the obligations set forth herein, Supplier disclaims all warranties, expressed or implied, including but not limited to any and all implied warranties of merchantability, of fitness for a particular purpose, and of use. In no event shall Supplier be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, or for commercial losses from any cause, including but not limited to loss of profit or revenues (except as otherwise expressly set forth in this agreement), loss of data or information, interruption of services or operation, whether or not Supplier has received notice of the possibility of such damages or losses. ~~In no event shall Supplier's total accumulated liability exceed thirty percent (30%) of the payments received from Customer during the Initial Term.~~
- ~~14. **INDEMNIFICATION:** Except as otherwise limited by the Limitation of Liability Section above, each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other, its affiliates and assigns, and its and their officers, employees, directors and agents from and against all third party claims alleging losses, damages, claims, demands, causes of action, debt or liability, and expenses (including reasonable attorneys' fees and costs), whether based in contract or tort (including strict liability), to the extent arising out of or resulting from (a) personal injury or property damage to the extent caused by the fault or negligence of the Indemnifying Party or any of its personnel, or (b) any willful, intentional or negligent action or failure to act by the Indemnifying Party, its personnel, or its agents.~~
15. **TITLE AND RISK OF LOSS:** Risk of loss shall pass to Customer upon delivery. Title to parts and supplies shall pass to Customer upon receipt of payment in full by Supplier. Title to Devices shall pass to Customer as follows:
- a. If Customer is purchasing the Device, title will pass to Customer upon receipt of payment in full by Supplier.
 - b. If Customer is renting the Device, title will remain with Supplier and Customer shall return the Device in the same condition as when provided (normal wear and tear excepted) upon expiration of the rental.
 - c. If Customer is leasing the Device, the applicable leasing agreement will control.

Notwithstanding the foregoing, nothing in this paragraph shall interfere with Customer's obligation pursuant to Christ Public Records Act.

CONFIDENTIAL

16. **ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, either party may assign this Agreement without consent to: (a) any entity, which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such party; or (b) any purchaser of all or substantially all of such party's assets or to any successor by way of merger, acquisition, consolidation or similar transaction. Subject to the foregoing, this Agreement will inure to the benefit of and bind all successors, assigns, receivers and trustees of the respective parties hereto.
17. **SUBCONTRACT:** Supplier shall be entitled to subcontract all or any part of this Agreement to competent Subcontractor(s) provided said Subcontractor(s) perform the subcontracted obligations in full accordance with the terms of this Agreement.
18. **GOVERNING LAW, DISPUTE RESOLUTION, & JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of ^{Ohio} ~~Arizona~~, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement.
- a. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in ~~Arizona~~ ^{Ohio}.
- b. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of ^{Ohio} ~~Arizona~~, County of ~~Maricopa~~, and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein. ^{Wuxter}
- ~~C. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE.~~
19. **FORCE MAJEURE:** Supplier shall not be responsible for delays or inability to provide service calls due to strikes, accidents, act of God or any other events or conditions beyond its reasonable control.
20. **NOTICE:** All notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by certified mail or overnight delivery by a nationally recognized courier, postage prepaid, and shall be effective upon receipt if sent to Customer at the address listed on the Cover Page, or if sent to Supplier at: FTG General Counsel, 2845 N. Omaha St., Mesa, AZ 85215.
21. **NO RESALE OR EXPORT:** Customer shall not resell Devices or parts provided under this Agreement to any third party or export them to any region beyond the United States without prior written consent of Supplier and compliance with all relevant Import and export laws.
22. **NO EMPLOYEE SOLICITATION:** Customer agrees that, until the date that is six (6) months after termination of this Agreement, it shall not induce or attempt to induce any Supplier employee to terminate employment. Nothing in this Section shall prohibit Customer from making general employment solicitations in the media or over the Internet and hiring any person responding to such general solicitations.
23. **WAIVER; RELEASE:** No delay on the part of either party in exercising any of its rights hereunder, failure to exercise such rights, or the acquiescence or knowledge thereto shall operate as a release or waiver except in the specific instance for which it is expressly given. None of the terms, conditions or provisions of the Agreement shall be held to have been changed, waived, varied, modified, or altered by any act or knowledge of either party, their respective agents, servants, or employees.
24. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or contrary to law, then the remaining provisions of this Agreement shall remain in full force and effect.
25. **MODIFICATIONS:** No modification, amendment, or variation to this Agreement or any part thereof shall be valid unless it is made in writing and signed by authorized representatives of both parties.
26. **ENTIRE AGREEMENT:** This Agreement, together with the attached cover page, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes and replaces all prior communications, agreements, and representations, whether oral or written.

[Remainder of page intentionally blank]

AMENDMENT #1

This Amendment #1 (this "**Amendment**") is entered into effective contemporaneous with the Total Print Management Agreement (the "**Agreement**") by and between **Millennium Business Systems, LLC** ("**Millennium**") and **Warren County Solid Waste District** ("**Customer**").

WHEREAS, Customer and Millennium entered into that certain Agreement effective contemporaneous herewith;

WHEREAS, Customer and Millennium wish to amend certain terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the mutual obligations herein contained and intending to be legally bound, the Agreement is amended as follows (with the capitalized terms having the same meaning as set forth in the Agreement unless otherwise specified herein):

1. Section 9 (Contract Adjustment) of the Agreement is hereby amended by deleting the last sentence in the paragraph and replacing it with the following:

Supplier may increase base price by 10% after the initial 12-month term.

2. Section 10 (Remittance) of the Agreement is hereby amended by deleting the last sentence in the paragraph and replacing it with the following:

Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable, unless Customer provides copy of sales tax exemption form.

3. Section 12 (Confidentiality) of the Agreement is hereby amended by deleting the third sentence in the paragraph and replacing it with the following:

Confidential Information shall not include any information, however designated, that: (a) is or subsequently becomes publicly available through no wrongful act of Recipient; (b) Recipient can demonstrate was already known to Recipient at the time of disclosure; (c) is rightfully received by Recipient from a third party without restriction on disclosure and without breach of this Agreement; (d) Recipient can demonstrate has been independently developed by Recipient without the use of any of the Confidential Information, by personnel who had no access or exposure to the Confidential Information; (e) is released by Discloser to any third party without imposing similar restrictions; or (f) documents, including this Agreement, that are required to be released as a public record as defined by the Ohio Public Record Act."

4. Section 14 (Indemnification) of the Agreement is hereby deleted in its entirety.

5. Section 18 (Governing Law) of the Agreement is hereby deleted in its entirety and replaced with the following:

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions. Notwithstanding any provision of this Agreement, the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to this Agreement
- b. Subject to each Party's right to seek injunctive or equitable relief in a court of competent jurisdiction, the Parties agree to attempt to resolve all disputes under this Agreement through meetings between the respective project managers. If unsuccessful, the Parties agree to escalate the dispute for negotiation among senior executive officers of both Parties. If unsuccessful, either Party may submit the dispute to the appropriate court in Ohio.
- c. Subject to the dispute resolution procedures set forth above, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity hereof shall be brought in any state or federal court located within the state of Ohio, County of Warren, and each of the Parties consent to such jurisdiction of such courts and waives any objection to the venue laid therein.

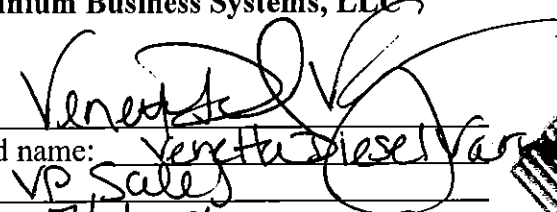
Except as amended by this Amendment, all the original terms and provisions of the Agreement shall continue in full force and effect. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their proper officers or other authorized representatives.


Warren County Solid Waste District

By: X
Printed name: _____
Title: _____
Date: _____

Millennium Business Systems, LLC

By: 
Printed name: Veretta Diesel
Title: VP Sales
Date: 7/2/2024

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

AUTHORIZING PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORT FOR CENTRAL SQUARE TECHNOLOGIES (FKA TRITECH SOFTWARE SYSTEMS) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the Central Square Technologies Task Completion Report Rehost2 Q-106385; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the Central Square Technologies (FKA TriTech Software Systems) Task Completion Report Rehost2 Q-106385 as attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this day of July 2024

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: c/a—Central Square Technologies (FKA TriTech Software Systems)
Telecom (file)

WARREN COUNTY
COMMISSIONERS

2025 JUL 16 AM 10:57

RECEIVED



CENTRALSQUARE

Warren County, OH

Quote Q-106385

Task Completion Report – Rehost2

Reference:

Effective Date: 7/1/2024

The purpose of this Task Completion Report ("TCR") is to document the mutual acceptance between CentralSquare, and the Client of the items listed in this TCR, in reference to the PR-008211, Q-106385

Completion of Project Deliverable:

The following Project Deliverable(s) have been completed:

1. CAD/RMS/JMS Rehost Servers

Notes: Completed on 06/28/24

Mailed to:

Warren County Telecommunications
ATTN: Joshua Moyer
500 Justice Dr
Lebanon, OH 45036

Acknowledgement:

Upon receipt of this TCR, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
PSJ Ent - Add-rehost servers - Public Safety Development Services - Fixed Fee	\$10,725.00
PSJ Ent - Add-rehost servers - Public Safety GIS/Analytics Services - Fixed Fee	\$4,290.00
PSJ Ent - Add-rehost servers - Public Safety Project Management Services - Fixed	\$19,110.00
PSJ Ent - Add-rehost servers - Public Safety Technical Services - Fixed Fee - 50	\$80,340.00
Total	\$114,465.00

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will



CENTRAL SQUARE

Warren County, OH

Quote Q-106385

Task Completion Report – Rehost2

Reference:

Effective Date: 7/1/2024

The purpose of this Task Completion Report ("TCR") is to document the mutual acceptance between CentralSquare, and the Client of the items listed in this TCR, in reference to the PR-008211, Q-106385

Completion of Project Deliverable:

The following Project Deliverable(s) have been completed:

1. CAD/RMS/JMS Rehost Servers

Notes: Completed on 06/28/24

Mailed to:

Warren County Telecommunications

ATTN: Joshua Moyer

500 Justice Dr

Lebanon, OH 45036

Acknowledgement:

Upon receipt of this TCR, CentralSquare will provide an invoice for the following Deliverables:

Description	Amount
PSJ Ent - Add-rehost servers - Public Safety Development Services - Fixed Fee	\$10,725.00
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PSJ Ent - Add-rehost servers - Public Safety Project Management Services - Fixed	\$19,110.00
PSJ Ent - Add-rehost servers - Public Safety Technical Services - Fixed Fee - 50	\$80,340.00
Total	\$114,465.00

The Client is responsible for approving and executing this TCR within five (5) business days of receipt. If Client rejects this TCR, Client must provide written notice detailing the reason(s) why this TCR cannot be approved. If Client does not execute, or provide rejection notice, within five (5) business days, this TCR will

AUTHORIZING ACCEPTANCE OF QUOTE FROM MOBILCOMM, INC. ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm will install weather systems for various Warren County
Telecommunications towers.

NOW THEREFORE BE IT RESOLVED, to authorize acceptance of quote from Mobilcomm on
behalf of Warren County Telecommunications, as attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this day of July 2024

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, 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, Oh 45036

SYSTEM #:

SALES TAX:

DATE: 7/1/2024

EXPIRES: 30 Days

REV: R2

ATTENTION: Corey Burton

E-MAIL: Corey.Burton@wcoh.net

TELEPHONE: 513-695-1177

SALES REP: Dave Nieman

TELEPHONE: 513-595-5945

E-MAIL: dnieman@mobilcomm.com

QUOTE #: 805-24-21 - Warren Co Telecomm - Weather System Installations 01

PREPARED BY: Chuck Abbey

TELEPHONE: 513-595-5805

E-MAIL: cabbey@mobilcomm.com

DESCRIPTION: Warren Co Telecomm - Weather System Installations

Documents Included:

Scope of Work

50 % Payable to Mobilcomm upon receipt of Order	\$6,205.00
30 % Payable to Mobilcomm upon receipt of Equipment	\$3,723.00
20 % Payable to Mobilcomm upon Completion	\$2,482.00
Sales Tax is Not Included:	
Total Payable to Mobilcomm:	\$12,410.00

ACCEPTED BY: _____

PO #: _____

PRINT NAME: _____

DATE: _____

~~APPROVED AS TO FORM~~

Derek B. Faulkner
Asst. Prosecuting Attorney

ITEM	QTY	DESCRIPTION	SUBTOTAL	MA
		Warren Co Telecomm - Weather System Installations		
1		Goosecreek Tower - 180'	4,580.00	
1A		Mobilization and Tower Rigging		
1B		Install and Align Camera and Cat6 Cable @ 100' level		
1	1	Miscellaneous Hardware and Cable Management		
2		Labor to install and align Camera		
1C		Install Antenna and 7/8 Heliac @ 160' level		
1	1	Miscellaneous Hardware and Cable Management		
2		Labor to install Antenna and Line		
2		Snider Tower - 240'	1,970.00	
2A		Mobilization and Tower Rigging		
2B		Install and Align Camera and Cat6 Cable @ 100' level		
1	1	Miscellaneous Hardware and Cable Management		
2		Labor to install and align Camera		
3		Blackhawk - 185'	1,970.00	
3A		Mobilization and Tower Rigging		
3B		Install and Align Camera and Cat6 Cable @ 100' level		
1	1	Miscellaneous Hardware and Cable Management		
2		Labor to install and align Camera		
4		Hatfield Tower - 300'	3,890.00	
4A		Mobilization and Tower Rigging		
4B		Replace 7/8 Heliac to antenna @ 280' level		
1	1	Miscellaneous Hardware and Cable Management		
2		Labor to replace Heliac Cable		

SHIPPING:
SALES TAX IS NOT INCLUDED:
PROJECT TOTAL: \$12,410.00

SCOPE of WORK for: Warren County Telecommunications
 Description of Work: Warren Co Telecomm - Weather System Installations
 Proposal By: Chuck Abbey

Work Description	Details: Please contact Chuck Abbey for questions or clarification of this document.	Mobilcomm	Customer	Other
Warren Co Telecomm - Weather System Installations				
Goosecreek Tower				
	The Customer will provide all equipment, mounting brackets and line attachment materials.		X	
	Mobilcomm will provide miscellaneous hardware, weather-proofing materials and installation labor.	X		
	The customer provided camera will be installed at the 1000' level on the tower.	X		
	The customer provided Antenna and 7/8" Heliac line will be installed at the 160' level on the tower.	X		
Snider Tower				
	The Customer will provide all equipment, mounting brackets and line attachment materials.		X	
	Mobilcomm will provide miscellaneous hardware, weather-proofing materials and installation labor.	X		
	The customer provided camera will be installed at the 1000' level on the tower.	X		
Blackhawk Tower				
	The Customer will provide all equipment, mounting brackets and line attachment materials.		X	
	Mobilcomm will provide miscellaneous hardware, weather-proofing materials and installation labor.	X		
	The customer provided camera will be installed at the 1000' level on the tower.	X		
Hatfield Tower				
	The Customer will provide all equipment, mounting brackets and line attachment materials.		X	
	Mobilcomm will provide miscellaneous hardware, weather-proofing materials and installation labor.	X		
	Mobilcomm will replace the 7/8" heliac cable to a UHF Antenna at the 280' level on the tower with customer provided 7/8" Heliac line, line grounds and connectors.	X		

ADDENDUM TO QUOTE FOR
WARREN CO. TELECOMM-WEATHER SYSTEM INSTALLATIONS

Mobilcom shall provide liability insurance coverage as follows:

Mobilcom shall carry Commercial 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. Mobilcom shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Mobilcom further agrees that if any Commercial General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Mobilcom 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 Commercial 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 Commercial General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Mobilcom 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 Warren County in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to Warren County not less than 30 days prior to said cancellation date. Mobilcom shall also deliver to Warren County, 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.

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

Both Mobilcom and Warren County hereby agree this Agreement is governed by the laws of the State of Ohio. Any litigation will be brought exclusively in Warren County, Ohio and both Mobilcom and Warren County consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue.

Mobilcom: Mobilcomm, Inc.

Warren County:

By: _____

By: _____

Print

Name: _____

Print

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

Derek B. Faulkner

Asst. Prosecuting Attorney



ADDITIONAL REMARKS SCHEDULE

AGENCY Cincinnati/ AssuredPartners NL		NAMED INSURED Mobilcomm, Inc. 1211 W Sharon Road Cincinnati, OH 45240	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Primary and Non-contributory
General Liability per policy form GA233 and/or GA472
Automobile Liability per policy form AA288
Umbrella per policy form US4032

Waiver of Subrogation

General Liability per policy form GA233 and/or GA472
Automobile Liability per policy form AA288
Umbrella per policy form US4096

Electronic Data Liability - form GA237

Warren County Telecommunications is named as Additional Insured. Policy provisions stated above apply, when required in the written contract.

30 days notice of cancellation by the carrier to the Additional Insured, except 10 days notice for non-payment of premium applies.

July 30, 2024

DECLARING VARIOUS ITEMS FROM BOARD OF ELECTIONS, CHILD SUPPORT ENFORCEMENT AGENCY, COMMON PLEAS COURT, COUNTY COURT, DRUG TASK FORCE, ENGINEER'S OFFICE, FACILITIES MANAGEMENT, GARAGE, JUVENILE, ~~COURT, JUVENILE DETENTION~~, MARY HAVEN, PROSECUTOR'S OFFICE, ~~SEWER~~, SOIL AND WATER, TELECOM, AND WORKFORCE INVESTMENT BOARD AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION

Water & Sewer department

BE IT RESOLVED, to authorize disposal of various items from Board of Elections, Child Support Enforcement Agency, Common Pleas Court, County Court, Drug Task Force, Engineer's Office, Facilities Management, Garage, Juvenile, ~~Court, Juvenile Detention~~, Mary Haven, Prosecutor's Office, ~~Sewer~~, Soil and Water, Telecom, and Workforce Investment Board in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

Water & sewer dept.

_____ moved for adoption of the foregoing resolution being seconded by _____.

Upon call of the roll, the following vote resulted:

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/tm

- cc: 2024 Auction file
- Facilities Management (file)
- Brenda Quillen, Auditor's Office

5495	FAC240035	lot of black filing cabinets	Ready for Auction	31 Jul 2024 10:11 AM ET	07 Aug 2024 10:11 AM ET	<input type="text"/>
5494	BOE24028	5 units of stand up desks	Ready for Auction	31 Jul 2024 10:12 AM ET	07 Aug 2024 10:12 AM ET	<input type="text"/>
5493	BOE24027	2 metal tables	Ready for Auction	31 Jul 2024 10:12 AM ET	07 Aug 2024 10:12 AM ET	<input type="text"/>
5492	BOE24026	18 units- under desk cabinet drawers	Ready for Auction	31 Jul 2024 10:12 AM ET	07 Aug 2024 10:12 AM ET	<input type="text"/>
5491	BOE24025	4- lateral 2 drawer file cabinets	Ready for Auction	31 Jul 2024 10:13 AM ET	07 Aug 2024 10:13 AM ET	<input type="text"/>
5490	BOE24024	Dell Towers and monitors	Ready for Auction	31 Jul 2024 10:14 AM ET	07 Aug 2024 10:14 AM ET	<input type="text"/>
5489	BOE24023	Casters for shelving units	Ready for Auction	31 Jul 2024 10:16 AM ET	07 Aug 2024 10:16 AM ET	<input type="text"/>
5488	BOE24022	75- MiFi 8800L Inseego	Ready for Auction	31 Jul 2024 10:16 AM ET	07 Aug 2024 10:16 AM ET	<input type="text"/>

5487	BOE24021	Large plastic bin with casters	Ready for Auction	31 Jul 2024 10:16 AM ET	07 Aug 2024 10:16 AM ET	<input type="text"/>
5486	BOE24020	HUANUO Dual Monitor Stand	Ready for Auction	31 Jul 2024 10:17 AM ET	07 Aug 2024 10:17 AM ET	<input type="text"/>
5485	PRO240001	Microwave Black GE 1.4 cu ft 1,100 watt	Ready for Auction	31 Jul 2024 10:17 AM ET	07 Aug 2024 10:17 AM ET	<input type="text"/>
5484	SEW2400016	2 DRAWER WOOD CABINET AND MAIL BOX	Ready for Auction	31 Jul 2024 10:18 AM ET	07 Aug 2024 10:18 AM ET	<input type="text"/>
5483	SEW2400015	3 BLACK OFFICE CHAIRS	Ready for Auction	31 Jul 2024 10:19 AM ET	07 Aug 2024 10:19 AM ET	<input type="text"/>
5482	CCT24023	TARGUS DEFCON COILED LAPTOP CABLE LOCK	Ready for Auction	31 Jul 2024 10:19 AM ET	07 Aug 2024 10:19 AM ET	<input type="text"/>
5481	CCT24022	SAVIN COPIER TONER AND STAPLES	Ready for Auction	31 Jul 2024 10:19 AM ET	07 Aug 2024 10:19 AM ET	<input type="text"/>
5480	CCT24021	RICOH TONER BP20	Ready for Auction	31 Jul 2024 10:20 AM ET	07 Aug 2024 10:20 AM ET	<input type="text"/>

5479	CCT24020	MURATEC FAX MACHINE TONER TS300US	Ready for Auction	31 Jul 2024 10:20 AM ET	07 Aug 2024 10:20 AM ET	<input type="text"/>
5478	CCT24019	KONICA MINOLTA COPIER TONER TN710	Ready for Auction	31 Jul 2024 10:20 AM ET	07 Aug 2024 10:20 AM ET	<input type="text"/>
5477	CCT24018	KEURIG COFFEE MACHINE	Ready for Auction	31 Jul 2024 10:21 AM ET	07 Aug 2024 10:21 AM ET	<input type="text"/>
5476	CCT24017	HP PRINTER	Ready for Auction	31 Jul 2024 10:22 AM ET	07 Aug 2024 10:22 AM ET	<input type="text"/>
5475	CCT24016	BROTHER FAX MACHINE DRUM UNIT	Ready for Auction	31 Jul 2024 10:23 AM ET	07 Aug 2024 10:23 AM ET	<input type="text"/>
5474	CCT24015	HP TONER 38A	Ready for Auction	31 Jul 2024 10:24 AM ET	07 Aug 2024 10:24 AM ET	<input type="text"/>
5473	CCT24014	HP TONER 11A	Ready for Auction	31 Jul 2024 10:25 AM ET	07 Aug 2024 10:25 AM ET	<input type="text"/>
5472	CCT24013	HP TONER 51A	Ready for Auction	31 Jul 2024 10:25 AM ET	07 Aug 2024 10:25 AM ET	<input type="text"/>

5471	DIF24017	2009 Pontiac G6	Ready for Auction	31 Jul 2024 10:25 AM ET	07 Aug 2024 10:25 AM ET	<input type="text"/>
5470	CCT24012	LEXMARK TONER	Ready for Auction	31 Jul 2024 10:28 AM ET	07 Aug 2024 10:28 AM ET	<input type="text"/>
5469	FAC24016	2012 Ford Econoline	Ready for Auction	31 Jul 2024 10:28 AM ET	07 Aug 2024 10:28 AM ET	<input type="text"/>
5467	ENG240004	Dakota D-20T24 Trailer	Ready for Auction	31 Jul 2024 10:29 AM ET	07 Aug 2024 10:29 AM ET	<input type="text"/>
5466	ENG240003	7500 SFA 6x4 Workstar SF5 Dump Truck	Ready for Auction	31 Jul 2024 10:29 AM ET	07 Aug 2024 10:29 AM ET	<input type="text"/>
5465	ENG240002	Mack RD-694P Dump Truck	Ready for Auction	31 Jul 2024 10:30 AM ET	07 Aug 2024 10:30 AM ET	<input type="text"/>
5464	ENG240001	Sierra GMC 2500 SL ext cab 3/4 ton 2WD	Ready for Auction	31 Jul 2024 10:30 AM ET	07 Aug 2024 10:30 AM ET	<input type="text"/>
5463	GAR24015	ViewSonic Monitor	Ready for Auction	31 Jul 2024 10:30 AM ET	07 Aug 2024 10:30 AM ET	<input type="text"/>

5462	JDC24002	HP Officejet Pro 8620	Ready for Auction	31 Jul 2024 10:31 AM ET	07 Aug 2024 10:31 AM ET	<input type="text"/>
5461	WIB240004	Mounting Bracket Keyboard shelf	Ready for Auction	31 Jul 2024 10:33 AM ET	07 Aug 2024 10:33 AM ET	<input type="text"/>
5460	WIB240005	HP Compaq Tower	Ready for Auction	31 Jul 2024 10:33 AM ET	07 Aug 2024 10:33 AM ET	<input type="text"/>
5459	WIB240005	Brother Printer HL-L51000N	Ready for Auction	31 Jul 2024 10:33 AM ET	07 Aug 2024 10:33 AM ET	<input type="text"/>
5457	MRY24001	Dell Optiplex 3020	Ready for Auction	31 Jul 2024 10:34 AM ET	07 Aug 2024 10:34 AM ET	<input type="text"/>
5456	juv24009	Heimann 6040 Security Scanners (3)	Ready for Auction	31 Jul 2024 10:34 AM ET	07 Aug 2024 10:34 AM ET	<input type="text"/>
5455	TEL24025	OSITECH USB DATA CABLE; OSITECH ZOLL TO DATA CABLE	Ready for Auction	31 Jul 2024 10:34 AM ET	07 Aug 2024 10:34 AM ET	<input type="text"/>
5454	TEL24024	(5) PANASONIC BATTERIES / BATTERY PACKS	Ready for Auction	31 Jul 2024 10:35 AM ET	07 Aug 2024 10:35 AM ET	<input type="text"/>

5453	TEL24023	LOT OF MONITORS; SAMSUNG, NEC, HP	Ready for Auction	31 Jul 2024 10:35 AM ET	07 Aug 2024 10:35 AM ET	<input type="text"/>
5452	TEL24022	TP-LINK NETWORK ADAPTER	Ready for Auction	31 Jul 2024 10:35 AM ET	07 Aug 2024 10:35 AM ET	<input type="text"/>
5451	TEL24021	HP LAPTOP, (4) PANASONIC TOUGHBOOKS, GATEWAY LAPTOP W/BAG, FUJITSU LAPTOP	Ready for Auction	31 Jul 2024 10:36 AM ET	07 Aug 2024 10:36 AM ET	<input type="text"/>
5450	TEL24020	(4) HP COMPAC PRO 4300 DESKTOPS AND (5) LENOVO THINKCENTRE E73 DESKTOPS	Ready for Auction	31 Jul 2024 10:36 AM ET	07 Aug 2024 10:36 AM ET	<input type="text"/>
5449	CSE2463	Toshiba MFP - eStudio 556	Ready for Auction	31 Jul 2024 10:37 AM ET	07 Aug 2024 10:37 AM ET	<input type="text"/>
5448	S&W24002	A collection of a computer tower with two monitors, a pair of speakers and connecting and power cords.	Ready for Auction	31 Jul 2024 10:37 AM ET	07 Aug 2024 10:37 AM ET	<input type="text"/>
5447	TEL24019	(4) PRIMEX CLOCKS, CISCO SWITCH, MITEL DESK PHONE	Ready for Auction	31 Jul 2024 10:38 AM ET	07 Aug 2024 10:38 AM ET	<input type="text"/>

5446	CPC 2406	Wall cabinets, tall shelving unit, two drawer cabinets	Ready for Auction	31 Jul 2024 10:38 AM ET	07 Aug 2024 10:38 AM ET	<input type="text"/>
5445	SEW2400014	Computer Stand/Holder	Ready for Auction	31 Jul 2024 10:38 AM ET	07 Aug 2024 10:38 AM ET	<input type="text"/>
5444	SEW2400013	Blue Print Envelopes	Ready for Auction	31 Jul 2024 10:39 AM ET	07 Aug 2024 10:39 AM ET	<input type="text"/>
5443	SEW2400012	Office Chair	Ready for Auction	31 Jul 2024 10:26 AM ET	07 Aug 2024 10:26 AM ET	<input type="text"/>
5442	SEW2400011	Camera - Kodak Easyshare	Ready for Auction	31 Jul 2024 10:27 AM ET	07 Aug 2024 10:27 AM ET	<input type="text"/>
5441	JUV24008	Dell Optiplex 9020	Ready for Auction	31 Jul 2024 10:27 AM ET	07 Aug 2024 10:27 AM ET	<input type="text"/>

ACKNOWLEDGING APPROVAL OF FINANCIAL TRANSACTIONS

WHEREAS, pursuant to Resolutions #10-0948 and #16-1936, this Board authorized approval of necessary financial documents in their absence by the County Administrator, Deputy County Administrator, or Clerk of Commissioners; and

WHEREAS, it is necessary to approve various financial transactions in order to make timely payments.

NOW THEREFORE BE IT RESOLVED, to acknowledge approval of financial transactions as attached hereto and made a part hereof.

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

- M
- M
- M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/lkl

- cc: Auditor _____
 Supplemental App. file
 Appropriation Adj. file
 Common Pleas (file)
 OMB (file)
 County Court (file)
 Information Technology (file)
 OGA (file)
 Sheriff (file)
 Emergency Services (file)

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY CORRECTIONS FUND #2227

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 15,000.00 into BUDGET-BUDGET 22271220-5400 (Purchased Services)

Jul #219

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

M
M
M

Resolution adopted this day of July 2024

BOARD OF COUNTY COMMISSIONERS

, Clerk

cc: Auditor _____
Supplemental Appropriation file
Common Pleas Court (file)

Approved By
[Signature]
To be Ratified
Date: 7-30-24

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND
#11011110

BE IT RESOLVED, to approve the following supplemental appropriation in order to cover ^{the} rest of year Sales Tax entries:

\$ 288,000.00 into #11011110-5910 (General – Other Expense)

Jnl 365

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

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

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

cc: Auditor _____
Supplemental Appropriation file
Commissioners file
OMB – S. Spencer

Approved By
[Signature]
To be Ratified
Date: 7/30/24

July 23, 2024

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND
#11011280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$2500.00 from #11011280-5400 (Purchased Services)
into #11011280-5940 (Travel)

Jn 1 234

Upon call of the roll, the following vote resulted:

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

Resolution adopted this 23rd day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adj. file
County Court (file)

Approved By
[Signature]

To be Ratified
Date: *7/30/24*

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO INFORMATION TECHNOLOGY FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Information Technology Fund #11011400 in order to process a vacation payout for Craig ~~Carlson~~, former employee of Information Technology:

\$18,031.00 from #11011110-5882 (Commissioners – Vacation Leave Payout) *Jnl*
into #11011400-5882 (Information Tech – Vacation Leave Payout) *# 247*

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

- Mr.
- Mr.
- Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Information Technology (file)
OMB

Approved By
[Signature]
To be Ratified
Date: *7/30/24*

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #2265

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1800.00 from #22653410-5910 (Other Expense)
into #22653410-5317 (Non-Capital Purchase)

Int # 281

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

M
M
M

Resolution adopted this 23rd day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/sm

cc: Auditor _____
Appropriation Adj. file
OGA (file)

Approved By
[Signature]
To be Ratified
Date: 7/30/24

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS
#11012200 AND #11012210

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Funds #11012200 and #11012210:

\$8,318.06	from	11012200-5460	(Sheriff Insurance)
	into	11012200-5850	(Sheriff Training/Education)
\$500.00	from	11012210-5940	(Shrf Det Travel)
	into	11012210-5922	(Taxable Meal Fringe)

Jnl # 298

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

M
M
M

Resolution adopted this ___ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Sheriff's Office (file)

Approved By
[Signature]
To be Ratified
Date: 7/30/24

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES/
EMERGENCY MANAGEMENT FUND #2264

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a payout for Alyssa Hardin, former employee of Emergency Services:

\$1,832.80 from #22642800-5102 (Regular Salaries)
into #22642800-5882 (Vacation Leave Payout)

Jrnl #327

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

M
M
M

Resolution adopted this _____ day of _____ 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Emergency Services (file)
OMB

Approved By
[Signature]
To be Ratified
Date: *7/30/24*

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 7/16, 7/18/24, 7/23/24 and 7/25/24 as attached hereto and made a part hereof.

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

M
M
M

Resolution adopted this day of 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

/kp

cc: Auditor _____

APPROVING A STREET AND APPURTENANCES BOND REDUCTION FOR HEADWATERS CAPITAL, LTD. FOR COMPLETION OF IMPROVEMENTS IN CLEARCREEK RESERVE SITUATED IN CLEARCREEK TOWNSHIP.

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond reduction¹:

BOND REDUCTION



Bond Number	: 19-014 (P) ✓
Development	: Clearcreek Reserve ✓
Developer	: Headwaters Capital, Ltd. ✓
Township	: Clearcreek ✓
Reduction Amount	: \$9,676.44 ✓
Surety Company	: Bessemer Trust – Cashier’s Check #992316 ✓

FURTHER BE IT RESOLVED: the original amount of bond was \$49,023.52 and after the above reduction, the new required bond amount is \$39,347.08.

Recommended by:

WARREN COUNTY ENGINEER

Neil F. Tunison *NFT*

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

Date
7/16/24

cc: Headwaters Capital, LLC, Attn: Todd Kelchner, 550 S. Main Street, Springboro, OH 45066
O.M.B. Attn: J. Stilgenbauer
Engineer (file)
Bond Agreement file

12164 E. Pekin Rd.

Lebanon
45036

RECEIVED
JUL 16 AM 9:26

¹ This document is for recommendations purposes only and shall not be construed as approval of a Surety Bond reduction.

APPROVING VARIOUS RECORD PLATS

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

- Pilot Travel Centers Section One – Turtlecreek Township

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

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

Resolution adopted this 30th day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Plat File
RPC

WARREN COUNTY
 RECEIVED
 2025 JUL 25 AM 8:02

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Common Pleas Court Fund #11011223 in order to process a vacation payout for Alexi Fielder, former employee of the Common Pleas Court:

\$10,262.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
into #11011223-5882 (Common Pleas Court –Vacation Leave Payout)

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Alexi Fielder (file)
OMB

#381

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE COURT FUND #11011240

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Juvenile Court Fund #11011240 in order to process a vacation payout for Alexis Dewitt, former employee of the Juvenile Court:

\$222.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
 into #11011240-5882 (Juvenile Court –Vacation Leave Payout)

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Alexis Dewitt (file)
OMB

#382

APPROVING AN APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process a vacation payout for Kimberly Back, former employee of the Facilities Management:

\$690.00 from #11011110-5882 (Commissioners – Vacation Leave Payout)
 into #11011600-5882 (Facilities Management –Vacation Leave Payout)

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

Mr.
Mr.
Mr.

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor _____
Appropriation Adjustment file
Facilities Management (file)
OMB

#383

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #1101

BE IT RESOLVED, to approve the following appropriation adjustment:

\$200,000.00 ✓ From #11012810-5400 ✓ (Purchased Services) ✓
Into #11012810-5370 ✓ (Software Non-Data) ✓

(KP)

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

M
M
M

Resolution adopted this day of July 2024.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Clerk

cc: Auditor —
App. Adj. File
Telecom

H 369

RESOLUTION NO. _____

AUTHORIZING AND APPROVING THE ISSUANCE BY THE BUTLER COUNTY FINANCE AUTHORITY OF ECONOMIC DEVELOPMENT FACILITIES REVENUE REFUNDING BONDS, SERIES 2024 (THE GREAT MIAMI VALLEY YMCA) IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION TWO HUNDRED THOUSAND DOLLARS

WHEREAS, the Butler County Finance Authority (the "Authority"), a port authority and political subdivision duly organized and validly existing under the laws of the State of Ohio (the "State"), is authorized and empowered, by virtue of the laws of the State including, without limitation, Article VIII, Section 13 of the Ohio Constitution and Sections 4582.21 to 4582.59 of the Ohio Revised Code (collectively, the "Act") to issue its revenue obligations for the purposes of financing Port Authority Facilities, as defined in the Act; and

WHEREAS, in accordance with the Act, the Authority has determined to issue its Economic Development Facilities Revenue Refunding Bonds, Series 2024 (The Great Miami Valley YMCA) (the "Bonds") and loan the proceeds thereof to The Great Miami Valley YMCA, an Ohio non-profit corporation, to be used to (A) currently refund all of the outstanding principal amount of the Authority's Economic Development Facilities Revenue Refunding Bonds, Series 2014 (The Great Miami Valley YMCA) issued in the original stated principal amount of \$15,380,000 on August 7, 2014, to currently refund the outstanding principal amount of the Authority's Adjustable Rate Demand Economic Development Facilities Revenue Refunding and Improvement Bonds, Series 2007 (The Great Miami Valley YMCA Project) issued in the original stated principal amount of \$17,905,000 and dated September 28, 2007, to (1) finance the costs of the acquisition, construction, installation and equipping of health and recreation facilities (the "2007 Project") in the stated principal amount not exceeding \$10,531,812 at 5750 Innovation Drive, Middletown, Ohio 45005 which was and is legally owned by the YMCA, and (2) currently refund the outstanding principal amount of the County of Butler, Ohio's Adjustable Rate Demand Economic Development Revenue Bonds, Series 2000 (Great Miami Valley YMCA Project) issued in the original stated principal amount of \$11,000,000 on September 13, 2000 to finance the acquisition, construction, equipping, installation and improvement of health and recreation facilities (together with the 2007 Project, the "Project") at (a) 6645 Morris Road, Hamilton, Ohio 45011 in the stated principal amount not exceeding \$6,800,000, which was and is legally owned by the YMCA, (b) 5220 Bibury Road, Fairfield, Ohio 45014 in the stated principal amount not exceeding \$2,000,000, which was and is legally owned by the YMCA, (c) 1307 NW Washington Boulevard, Hamilton, Ohio 45013 in the stated principal amount not exceeding \$2,000,000, which was and is legally owned by the YMCA and (d) 105 North 2nd Street, Hamilton, Ohio 45011 in the stated principal amount not exceeding \$200,000, which was and is legally owned by the YMCA; and (B) pay certain costs of issuance with respect to the Bonds; and

WHEREAS, a portion of the Project is located within the County of Warren, Ohio (the "County"); and

WHEREAS, the issuance of the Bonds by the Authority and refinancing of the Project will further the Authorized Purposes of the Authority under the Act by creating or preserving jobs and employment opportunities and enhancing, fostering, aiding, providing, and promoting recreation and economic development within the jurisdiction of (i) the Authority, and (ii) with the consent of the Board of County Commissioners of the County with respect to the portion of the Project located within the County, the County; and

WHEREAS, the Bonds will not be a general obligation of the Authority or an obligation of the County and will not be payable in any matter by taxation by the Authority, the County, or any political subdivision of the State, but will be payable from repayment of the loan of Bond proceeds to The Great Miami Valley YMCA, and as otherwise provided in the Bonds and the authorizing resolution passed by the Authority; and

WHEREAS, in order for the interest on the Bonds to be excludible from the gross income of the holders thereof for federal income tax purposes, certain requirements under the Internal Revenue Code of 1986, as amended (the "Code") must be met and adhered to; and

WHEREAS, in order for the interest on the Bonds to be excludible from the gross income of the holders thereof for federal income tax purposes, the Bonds must be approved under Section 147(f) of the Code by the applicable elected representative of each jurisdiction within which a portion of the Project is located, following a public hearing, of which the public has been properly notified; and

WHEREAS, a public hearing was held at 10:00 A.M. on July 16, 2024, via toll free conference call by the Authority using a toll-free number (the "Hearing"), following proper notice of such hearing published in the Hamilton Journal-News on July 7, 2024 (the "Notice of Public Hearing"); and

WHEREAS, the President and Chief Executive Officer of the Authority have recommended and requested approval of the issuance of the Bonds pursuant to the letter of the Executive Director of the Authority to the Board of Commissioners of the County dated July 16, 2024; and

WHEREAS, the Board of Commissioners of the County constitute the applicable elected representative of the County, and a portion of the Project is located within the geographic jurisdiction of the County;

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

SECTION 1. That, as the "applicable elected representative" of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, the Board of County Commissioners of Warren County, Ohio (the "Board") approves the issuance of the Bonds by the Authority in the maximum amount of \$10,200,000, with the maximum amount of the Bonds allocable to the Project as described in the Notice of Public Hearing, and the refinancing of the Project.

SECTION 2. That the County Auditor and the County Administrator each are separately authorized to take any and all actions and to execute such documents, assignments, certificates and other instruments that may be necessary or appropriate, in the opinion of Frost Brown Todd LLP, as Bond Counsel, in order effect the issuance of the Bonds, the refinancing of the Project, and the intent of this Resolution.

SECTION 3. The Board hereby finds and determines that all formal actions of this Board, concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees resulting in such formal action, were in meeting open to the public, in full compliance with the law.

SECTION 4. That this resolution shall be effective from and after its adoption.

Commissioner _____ seconded the motion and upon call of the roll on the question of its adoption, the vote resulted as follows:

PASSED this 30th day of July, 2024.

Clerk, Board of County Commissioners,
Warren County, Ohio

CERTIFICATE

I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Board of County Commissioners on July 30, 2024, together with a true extract from the minutes of the meeting at which such resolution was adopted to the extent pertinent to consideration and adoption thereof; and further, that such a copy of the same has been filed this _____ day of _____, 2024, with the County Auditor.

Clerk of the Board of County
Commissioners

RECEIPT

The County Auditor of the County of Warren, Ohio, hereby acknowledges the filing, this _____ day of _____, 2024, of a certified copy of the foregoing resolution to proceed.

County Auditor



YOU'RE INVITED

You are cordially invited to the groundbreaking ceremony for the **WARREN COUNTY COURTHOUSE**

The ceremony will take place on Tuesday, July 30th at 10 AM
Light refreshments will be served

880 Memorial Drive
Lebanon, Ohio 45036

KZF DESIGN
Designing Better Futures



HGC
CONSTRUCTION