

Resolution

Number 19-0566

Adopted Date May 14, 2019

AUTHORIZE VICE PRESIDENT OF THE BOARD TO ENTER INTO A PSYCHOTROPIC DRUG REIMBURSEMENT PROGRAM FUNDING AGREEMENT WITH MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY SHERIFF

BE IT RESOLVED, to authorize the Vice President of the Board to enter into a Psychotropic Drug Reimbursement Program Funding Agreement with Mental Health Recovery Services of Warren and Clinton Counties, on behalf of the Warren County Sheriff; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Mental Health Recovery Services of Warren and Clinton Counties
Sheriff (file)

Psychotropic Drug Reimbursement Program Funding Agreement

This Agreement is by and between the Mental Health Recovery Services of Warren and Clinton Counties, 212 Cook Rd., Lebanon, OH 45036 (hereinafter "Board"), and the Warren County Board of Commissioners, on behalf of the Warren County Sheriff, 822 Memorial Drive, Lebanon, Ohio 45036 (hereinafter "County").

Whereas, Ohio has established a Psychotropic Drug Reimbursement Program (hereinafter "Program") to provide reimbursement to counties for the cost of psychotropic drugs that are dispensed to inmates of county jails in Ohio;

Whereas, the Ohio Department of Mental Health and Addiction Services (OhioMHAS) is responsible for implementing and administering the program;

Whereas, the amount of reimbursement to be provided to County by OhioMHAS under the Program shall be processed through Board;

Whereas, Board and County wish to set forth their mutual understanding with respect to this funding arrangement.

Now, therefore, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Reimbursement Process

- a. County must comply with OhioMHAS reimbursement request requirements and deadlines in order to be eligible for Program reimbursement for each reporting period. *See OhioMHAS Letter to All State of Ohio County Sheriffs dated October 27, 2017.*
- b. Funding amounts for each reporting period will be calculated and allotted according to the Program funding formula identified by OhioMHAS.
- c. OhioMHAS shall notify Board of amount of payment for county and will process payment to Board via the Grants and Funding Management System (GFMS). MHRS will forward notification from OhioMHAS to county.
- d. County shall submit an invoice to Board for the total reimbursement amount. Invoices shall be sent to the Board address listed above to ATTN: Karen Robinson, CFO or emailed to: *krobinson@mhrswcc.org*
- e. Payment shall be promptly made to County once funds are received and approved, if necessary by MHRS Board of Directors.
- f. Board shall not be liable for any payments under this Agreement other than amounts made available to Board by OhioMHAS for payment to County under the Program for each Program Reporting Period.
- g. Questions regarding reimbursement reporting, process and amounts should be directed to OhioMHAS as directed in the OhioMHAS letter referenced above.

2. Length of Agreement

The term of this Agreement shall be July 1, 2019 to June 30, 2020.

3. Information and Audits

Both Parties shall retain all documentation related to the provision of funding under this Agreement and make such documentation available to the other Party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

County shall comply with the audit requirements of Board or other government oversight body.

4. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

5. Compliance with Legal Requirements

The Parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and requirements.

6. Entirety of Agreement

It is acknowledged by the Parties that this Agreement represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.

7. Amendment

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

8. Liabilities of the Parties

Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.

9. No Third Party Beneficiaries/Assignment

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

10. Applicable Law

The laws of the State of Ohio shall govern all matters relating to the validity, performance, interpretation, and construction of this Agreement, or the breach thereof.

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

Colleen Chamberlain 5/4/19

Colleen Chamberlain, Executive Director Date
Mental Health Recovery Services of Warren and Clinton Counties

[Signature] 5/14/19
Vice President Date
Warren County Board of Commissioners

[Signature] 5-3-19
Reviewed and Approved: Date
Larry L. Sims
Warren County Sheriff

[Signature]
Approved as to Form
Adam M. Nice
Warren County Assistant Prosecuting Attorney

Final Review - For Internal Use Only:

<input checked="" type="checkbox"/> Originator: CC	<input checked="" type="checkbox"/> Fiscal Review	<input checked="" type="checkbox"/> Administrative
Date: 3/20/19	Date: 4/1/19 KTR	Date: 4/17/19 CC

Resolution

Number 19-0567

Adopted Date May 14, 2019

ENTER INTO AN RENEWAL AGREEMENT WITH COMPSYCH FOR SERVICES
RELATIVE TO THE EMPLOYEE ASSISTANCE PROGRAM EFFECTIVE JANUARY 1,
2019

WHEREAS, effective January 1, 2014, the Board entered into an original agreement with
ComPsych Corporation, NBC Tower, 455 N. Cityfront Plaza Drive, Chicago, IL 60611-5322, for
administration of the Employee Assistance Program; and

WHEREAS, it is the desire of the Board to continue services with ComPsych effective January
1, 2019 through December 31, 2019 as stated on the attached Amendment to Agreement, and

WHEREAS, said Agreement extends the term of the contract and reflects no rate increase; and

NOW THEREFORE BE IT RESOLVED, to enter into a renewal agreement with ComPsych for
term effective January 1, 2019 through December 31, 2019; copy of Amendment to Agreement
attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: c/a – ComPsych
Benefits file
Horan Associates
T Whitaker, OMB

COMPSYCH[®]

The GuidanceResources Company[®]

AMENDMENT TO AGREEMENT BETWEEN WARREN COUNTY, OHIO AND COMPSYCH CORPORATION

This Amendment is made and effective as of the last date signed below, to amend that certain Agreement that commenced on January 1, 2014 by and between Warren County, Ohio ("Client") and ComPsych Corporation ("ComPsych").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and ComPsych hereby agree as follows:

1. Both parties hereby agree to extend the Term for a period of one (1) year beginning on January 1, 2019 and ending on December 31, 2019. Thereafter, the Agreement shall automatically renew for successive one (1) year periods unless either party shall deliver to the other party written notice of non-renewal not less than ninety (90) days prior to the expiration of the initial term or any applicable renewal term.

Either party may terminate this Agreement for convenience, without cause, by providing the other party with at least sixty (60) days advance written notice of termination.

2. Except as specifically amended hereby, the Agreement shall remain unamended and in full force and effect. All references in the Agreement to the Agreement shall mean the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

ComPsych Corporation

By: _____

By: Richard A. Chaifetz

Its: Chairman & CEO

Date: 4/24/2019

Warren County, Ohio

By: * _____

By: David G. Young

Its: Vice President

Date: 5/14/19

Resolution # 19-0567

Approved as to Form:

Adam M. Nice

Assistant Prosecuting Attorney

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

Resolution

Number 19-0568

Adopted Date May 14, 2019

APPROVE AND AUTHORIZE THE VICE PRESIDENT OF THE BOARD TO ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the Vice President of the Board to enter into a Youth Worksite Agreement with the following companies, as attached hereto and made part hereof:

Interfaith
203 E Warren St
Lebanon, OH 45036

Viox Excavating Inc.
5119 US 22 & 3
Morrow, OH 45152

King's Electric Services
2964 S US RT 42
Lebanon, Ohio 45036

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

This agreement is entered into by and between on this 14 day of May, 2019, 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, **Interfaith, 203 E Warren St, 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, 2020.

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 (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

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

T. **GROUPS 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 14
day of May, 2019.

WARREN COUNTY BOARD OF COMMISSIONERS:

~~Shannon Jones, President~~
David G. Young, Vice President

WORKSITE:

Inter-Govt Hospitaliry Network of Warren County
Worksite Name

Amma A. Robust 4-25-19
Signature/Worksite Administrator Date

Executive Director
Title of Worksite Administrator

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

NA
Signature of Authorized Organized Labor Representative Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

Matt Fetty 4/29/19
Matt Fetty OMJWC, Director Date

APPROVED AS TO FORM:

Keith Anderson
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Interleam Hospitality Network of Warren County (Ihnwc)

Address: 203 E. Wilson St., Lebanon, Ohio 45036

Phone: 513-934-5250 E-mail linda@ihnwc.org

Agency Administrator: Linda A. Robolt

Contact Person: Linda A. Robolt

FEIN#: 31-1578564

II. Program Information: Work for the youth will begin at the worksite on or about 5/1/19 and continue until on or about 6/30/19. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 6-8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Ihnwc	Linda A. Robolt 513-934-5250	3	18-24	From: 8 To: 4	<input checked="" type="checkbox"/> Yes 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 Day Center - Clerical
Worksite #2 Heaven & Newton Furniture Ministry - organizing furniture, inventory,
Worksite #3 All inn buildings, - Custodial
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.

Lawn mower - weed eater

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.

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.

Amada A. Pasut - ED
Signature of Worksite Administrator/Title

4-25-19
Date

Matt Fetty

4/29/19
Date

Matt Fetty, Director, OhioMeansJobs Warren County

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.

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

This agreement is entered into by and between on this 14 day of May, 2019, 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, **Viox Excavating Inc., 5119 US-22, Morrow, OH 45152**, 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, 2020.

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

Rule:	Group:

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 14
day of May, 2015.

WARREN COUNTY BOARD OF COMMISSIONERS:

~~Shannon Jones, President~~
~~David G. Young, Vice, President~~

WORKSITE:

Viox Excavating Inc
Worksite Name

Wenda L. Saigent
Signature/Worksite Administrator

4-25-19
Date

Office Manager
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.

N/A
Signature of Authorized Organized Labor Representative

Date

OhioMeansJobs Warren County

Matt Fetty
Matt Fetty OMJWC, Director

5/8/19
Date

APPROVED AS TO FORM:

Keith Anderson
Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Viox Excavating Inc
 Address: 5119 E. US HWY 22 #3, Morrow, Ohio 45152
 Phone: 513-899-5000 E-mail office@vioxexcavating.com
 Agency Administrator: Chris Landacre
 Contact Person: Wendy Sargent, Office Manager
 FEIN#: 34-1872125

II. Program Information: Work for the youth will begin at the worksite on or about 5/1/19 and continue until on or about 6/30/20. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Viox Excavating Inc 5119 E. US HWY 22-3 Morrow, Ohio 45152	Chris Landacre 513-899-5000	5		From: 8 AM To: 5 pm	<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 General Labor / Excavating
- 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.

Non under 18 yrs old.

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.

shop work, cleaning machines

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.

Wenda P. Sargent, Office Manager
Signature of Worksite Administrator/Title

4-25-19
Date

Matt Fetty

5-8-19

Matt Fetty, Director, OhioMeansJobs Warren County

Date

Attachment B
Minor Labor Laws

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

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

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

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

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

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular 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.

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

This agreement is entered into by and between on this 14 day of May, 2019, 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, **King's Electric, 2964 US 42, 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, 2020.

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.

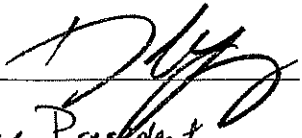
- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any 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:
Se Company Handbook	

- 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 14
day of May, 2015.

WARREN COUNTY BOARD OF COMMISSIONERS:

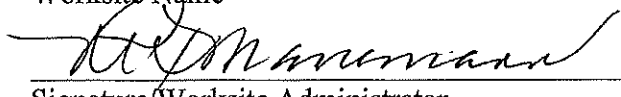


Shannon Jones, President
David G Young, Vice President

WORKSITE:

King's Electric Services

Worksite Name



Signature/Worksite Administrator 5/8/19
Date

Rex Manemann, Director of Operations


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.

N/A

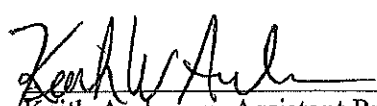
Signature of Authorized Organized Labor Representative Date

OhioMeansJobs Warren County



Matt Fetty OMJWC, Director 5-8-19
Date

APPROVED AS TO FORM:



Keith Anderson, Assistant Prosecuting Attorney

Attachment A

**Warren Co. TANF Summer Youth Employment Program
Request Form**

I. Agency Information:

Agency Name: King's Electric Services

Address: PO BOX 382, Lebanon, OH 45036

Phone: (513) 932-2293 E-mail grover@kes.cc

Agency Administrator: _____

Contact Person: Matthew Grover

FEIN#: 31-1217350

II. Program Information: Work for the youth will begin at the worksite on or about 5/1/19 and continue until on or about 6/30/20. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

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

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

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Prefabrication Shop	Matthew Grover (513) 932-2293 ex 114	3	16+	From:8:00 To:4:30	<input checked="" type="checkbox"/> Yes No
Various Offsite worksites	Matthew Grover (513) 932-2293 ex 114	1	18+	From:7:00 To:3:30	<input checked="" type="checkbox"/> 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 Assemble electrical boxes, devices, and wiring. Package material for delivery. Warehousing and stocking

Worksite #2 Installation of electrical components, pulling wire, cleaning, stocking, excavation

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.

Small electric power tools such as drills and screw drivers

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.

Indoor prefabrication shop

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] Director of Operations 5/8/19
Signature of Worksite Administrator/Title Date

[Signature] 5-8-19
Date

Matt Fetty, Director, OhioMeansJobs Warren County

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.

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.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0569

Adopted Date May 14, 2019

APPROVE AND ENTER INTO A PROFESSIONAL SERVICES CONTRACT CHANGE ORDER ON BEHALF OF THE WARREN COUNTY AUDITOR WITH SHANNON AQUINO

BE IT RESOLVED, to approve and enter into a professional consulting services contract change order, on behalf of the Warren County Auditor, with Shannon Aquino; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A—Shannon Aquino
Auditor (file)

Contract Change Order for Professional Services

A Contract was made and entered between Warren County (County) and the below named consultant.

Shannon Aquino
3720 Keever Pass
Lebanon, OH 45036
(513)967-8354
srcline1@gmail.com

The contract was approved by the County Commissioners on December 4, 2018 via Resolution 18-1868.

Original Contract Amount: \$16,500.00
Recommended Increase: \$ 3,080.00
Amended Contract Amount: \$19,580.00

The general provisions, scope of work, period of performance, termination, limitation of liability, and confidentiality terms from the original contract remain unchanged.

Consultant

Warren County

Shannon Aquino
Signature

Matt Nolan
Matt Nolan, County Auditor

5/8/19
Date

5-10-19
Date

Approved As To Form:

By: Ken W. Fisher
Title: Asst. Prosecutor

County Commissioner

Date: 5/14/19

By: [Signature]

County Commissioner

Date: _____

By: _____

County Commissioner

Date: 5/14/19

By: [Signature]

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0570

Adopted Date May 14, 2019

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND DOCUMENT DESTRUCTION ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to resolution #15-0983, adopted June 30, 2015, this Board approved the contract with Document Destruction; and an amended contract resolution 17-0665 adopted May 2, 2017; and

WHEREAS, upon review by the Warren County Department of Human Services and Document Destruction, it is mutually agreed to amend the said Contract extending it through June 30, 2020; and

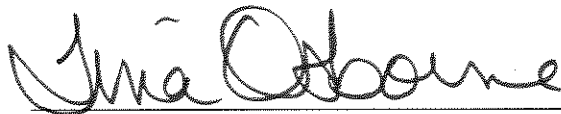
NOW THEREFORE BE IT RESOLVED, to amend the contract with Document Destruction; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Document Destruction
Human Services (file)

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

WHEREAS, a Vendor Contract was entered into on June 30, 2015 through Resolution #15-0983 and an Amendment to the Contract was entered into on April 5, 2016 Resolution # 16-0494 and May 2, 2017 Resolution # 17-0665 between the Warren County Board of Commissioners on behalf of the Warren County Department of Job and Family Services (JFS), Division of Human Services and Document Destruction (hereinafter jointly referred to as "Parties") and,

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

- 1) The original contract effective June 30, 2015 through Resolution #15-0983 included pricing for (4) large totes to include on-site destruction. The on-going cost minimum shall be \$59.00 flat rate every (4) weeks.
- 2) The amendment adopted on May 2, 2017 Resolution # 17-0665 renewed existing pricing at \$73.75 for five (5) large totes to include on-site destructions at the flat rate of \$73.75 every four (4) weeks, effective July 1, 2017 through June 30, 2019.

NOW, THEREFORE, the Parties agree to:

- 1) The parties agree to renew the existing contract at the existing pricing of \$73.75 for five (5) large totes to include on-site destruction at the flat rate of \$73.75 every four (4) weeks, effective July 1, 2019 through June 30, 2020.

All other aspects of the Contract shall remain as entered into on June 30, 2015 through Resolution # 15-0983, April 5, 2016 through Resolution # 16-0494 and May 2, 2017 Resolution # 17-0665 by the Warren County Board of Commissioners.

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

WCC

President, Warren County Board of Commissioners

5/14/19

Date

Director, Warren County JFS, Division of Human Services

4/25/2019

Date

Representative, Document Destruction

4/29/19

Date

Keith Anderson, Assistant Prosecutor

4/22/19

Date

Approved AS TO FORM

Cavanaugh, Lauren V

From: Carrie Hodge <admin@docdestruction.com>
Sent: Tuesday, April 16, 2019 2:07 PM
To: Cavanaugh, Lauren V
Subject: RE: Warren County Job and Family Services

Lauren,
We would be keeping your price the same for the 5 totes at \$73.75. Would you need something else for the quote?

Carrie

-----Original Message-----

From: Lauren.Cavanaugh@jfs.ohio.gov <Lauren.Cavanaugh@jfs.ohio.gov>
Sent: Tuesday, April 16, 2019 1:20 PM
To: admin@docdestruction.com
Subject: Warren County Job and Family Services

Hello,

The contract that we have in place ends on June 30, 2019. I have attached a copy of our current contract for review. I would like to request a new proposal/quote for services so we can enter into a new contract effective July 1, 2019.

Thank you,

Lauren Cavanaugh
Director
513-695-1402

-----Original Message-----

From: admin@docdestruction.com <admin@docdestruction.com>
Sent: Friday, March 8, 2019 3:51 PM
To: Cavanaugh, Lauren V <Lauren.Cavanaugh@jfs.ohio.gov>
Subject: shredding invoice

Please see the attached invoice for shredding.

Thank You,
Carrie Hodge
Document Destruction
513.772.1114

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential, and/or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, employee, or agent responsible for delivering this message, please contact the sender by reply e-mail and destroy all copies of the original e-mail message.

Resolution

Number 17-0665

Adopted Date May 02, 2017

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND DOCUMENT DESTRUCTION ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, pursuant to resolution #15-0983, adopted June 30, 2015, this Board approved the contract with Document Destruction; and an amended contract resolution 16-0494 adopted May 1, 2016; and

WHEREAS, upon review by the Warren County Department of Human Services and Document Destruction, it is mutually agreed to amend the said Contract extending it through June 2019; and

NOW THEREFORE BE IT RESOLVED, to amend the contract with Document Destruction; copy of agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of May 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Document Destruction
Human Services (file)

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

WHEREAS, a Vendor Contract was entered into on June 30, 2015 through Resolution #15-0983 and an Amendment to the Contract was entered into on April 5, 2016 Resolution # 16-0494 between the Warren County Board of Commissioners on behalf of the Warren County Department of Job and Family Services (JFS), Division of Human Services and Document Destruction (hereinafter jointly referred to as "Parties") and,

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


- 1) The original contract effective June 30, 2015 through Resolution #15-0983 included pricing for (4) large totes to include on-site destruction. The on-going cost minimum shall be \$59.00 flat rate every (4) weeks.
- 2) The Amendment to the contract on April 5, 2016 through Resolution #16-0494 effective May 1, 2016 added one (1) additional large tote for a total of five (5) large totes which increases the monthly bill an additional \$14.75, for a total monthly cost of \$73.75. This pricing includes on-site destruction at the flat rate of \$73.75 every four (4) weeks until the expiration end date of June 30, 2016.

NOW, THEREFORE, the Parties agree to:

- 1) The parties agree to renew the existing contract at the existing pricing of \$73.75 for five (5) large totes to include on-site destruction at the flat rate of \$73.75 every four (4) weeks, effective July 1, 2017 through June 30, 2019.

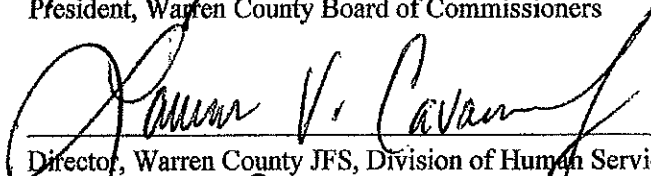
All other aspects of the Contract shall remain as entered into on June 30, 2015 through Resolution # 15-0983 and on April 5, 2016 through Resolution # 16-0494 by the Warren County Board of Commissioners.

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



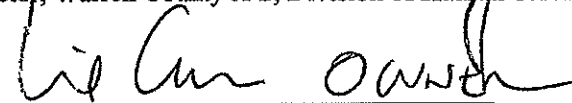
President, Warren County Board of Commissioners

5/2/17
Date



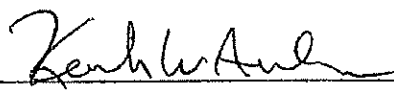
Director, Warren County JFS, Division of Human Services

4/14/2017
Date



Representative, Document Destruction

4/18/17
Date



Keith Anderson, Assistant Prosecutor
Approved as to FORM

4-13-17
Date

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

Resolution

Number 16-0494

Adopted Date April 05, 2016

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES AND DOCUMENT DESTRUCTION

WHEREAS, pursuant to resolution #15-0983, adopted June 30, 2015, this Board approved the contract with Document Destruction; and

WHEREAS, upon review by the Warren County Department of Human Services and Document Destruction, it is mutually agreed to amend the said Contract to include an additional tote; and

NOW THEREFORE BE IT RESOLVED, to amend the Document Destruction contract; agreements attached hereto and made a part hereof.

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

Mr. Young - yea
Mr. Grossmann - yea
Mrs. South - yea

Resolution adopted this 5th day of April 2016.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
c/a - Document Destruction

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

WHEREAS, a Vendor Contract was entered into on June 30, 2015 through Resolution #15-0983 between the Warren County Board of Commissioners on behalf of the Warren County Department of Job and Family Services, Division of Human Services and Document Destruction (hereinafter jointly referred to as "Parties") and,

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

- 1) The original contract effective June 30, 2015 through Resolution #15-0983 included pricing for (4) large totes to include on-site destruction. The on-going cost minimum shall be \$59.00 flat rate every (4) weeks.

NOW, THEREFORE, the Parties agree to:

- 1) Add one (1) additional large tote for a total of five (5) totes which would increase the monthly bill an additional \$14.75, for a total monthly cost of \$73.75.
- 2) Additional tote to be included in the April 8, 2016 delivery and invoiced in the May billing cycle.
- 3) Increased monthly total to be effective beginning May 1, 2016.

All other aspects of the Contract shall remain as entered into on June 30, 2016 by the Warren County Board of Commissioners.

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners

4-5-16

Date



Director, Warren County Department of Human Services

3/21/16


Date



Representative, Document Destruction

3/23/16

Date



Keith Anderson, Assistant Prosecutor

3-16-16

Date

LAUREN CAVANAUGH - RE: Warren County Job & Family Services

From: Carrie Hodge <admin@docdestruction.com>
To: LAUREN CAVANAUGH <Lauren.Cavanaugh@jfs.ohio.gov>
Date: 3/14/2016 9:35 AM
Subject: RE: Warren County Job & Family Services

Lauren,

1. We can shred those 50 cartons for you at \$5.00 per box as long as we can shred them on the next time we are there which is April 8. If you can't wait for us to come April 8, then we would have to charge an extra \$50 for a trip fee. We could do any Friday.
2. To add an extra bin it would add an extra \$14.75. That means for 5 totes your cost would be \$73.75 monthly.

Let me know about both of those and I can get you added to the schedule.

Carrie

From: LAUREN CAVANAUGH [mailto:Lauren.Cavanaugh@jfs.ohio.gov]
Sent: Friday, March 11, 2016 2:28 PM
To: Carrie Hodge
Subject: RE: Warren County Job & Family Services

Hi Carrie,

I wanted to touch base with you regarding 2 requests I have. First, I would like to try and set up a large shred day sometime either this month or in April. We have over 50 boxes of old documents that we received approval to destroy and would like to find out what the cost would be and when we could schedule this shred day.

Second, I wanted to see if I could add an additional bin to my current order and if so how much that would add to our monthly cost.

Thank you,

Lauren V. Cavanaugh
Director
Warren County JFS
Division of Human Services
513-695-1402
Lauren.Cavanaugh@jfs.ohio.gov
www.co.warren.oh.us/humanservices

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential, and/or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, employee, or agent responsible for delivering this message, please contact the sender by reply e-mail and destroy all copies of the original e-mail message.

Resolution

Number 15-0983

Adopted Date June 30, 2015

APPROVE AND ENTER INTO AN AGREEMENT WITH DOCUMENT DESTRUCTION FOR DOCUMENT MANAGEMENT SERVICES ON BEHALF OF WARREN COUNTY DEPARTMENT OF HUMAN SERVICES.

NOW THEREFORE BE IT RESOLVED, to approve and enter into an agreement with Document Destruction, on behalf of Warren County Department of Human Services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of June 2015.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Document Destruction
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES
AND
Document Destruction**

This Vendor Contract is entered into this 30 day of JUNE, 2015 by the Warren County Board of County Commissioners on behalf of Warren County Department of Job and Family Services, Division of Human Services, hereafter known as "WCDJFS", with offices located at 416 South East Street, Lebanon, Ohio and Document Destruction located at 4511 Reading Road, Cincinnati, Ohio 45229; hereafter known as the "Provider". This is a vendor agreement between Warren County Department of Human Services and Document Destruction.

I. PURPOSE:

WCDJFS assigns all of the shredding services requirements during the term of this Agreement, in accordance with the pricing, terms and conditions contained herein to Document Destruction.

II. CONTRACT PERIOD:

This Contract will be effective upon signing by both parties and approval by the Warren County Board of County Commissioners through June 30, 2017, inclusive, unless otherwise terminated, as provided herein.

III. SERVICES TO BE PROVIDED:

Document Destruction agrees to provide (4) secure totes, (1) on the first floor, (1) second floor, and (2) on the basement floor. Document Destruction agrees to provide On-Site Shredding once monthly.

IV. COST OF SERVICES:

The on-going cost minimum charge shall be \$59.00 flat rate every four (4) weeks for four (4) totes to include on-site destruction. Additional totes can be added to this Agreement and shall automatically be a part of and subject to the terms hereof. The addition of totes would be added subject to there being an ongoing need.

Price is based on the number of containers needed and frequency of service. Company must notify WCDJFS in writing of any increase in prices and/or services charges and/or minimum charges. WCDJFS has the right to reject increases; there by resulting in termination of the contract.

2015 JUN 25 PM 1 16

All totes placed at WCDJFS remain the property of the Provider. In the event that the totes are lost, damaged or destroyed by any means, the WCDJFS will pay for said tote at the current replacement values.

Provider warrants that claims made to WCDJFS for payment of services provided shall be for actual services rendered and will not duplicate claims made provider to other sources of public funds for the same service.

V. PAYMENT TERMS:

During the Term of this Agreement, services shall be billed monthly at the rates set forth in Attachment A. WCDJFS agrees to pay all properly invoiced charges within thirty (30) days of the receipt of a proper invoice; a proper invoice being an invoice that states dates of service and an explanation of cost.

VI. CONFIDENTIALITY:

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

VII. RELATIONSHIP OF PARTIES:

The Provider shall be an independent contractor to WCDJFS.

VIII. 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.

IX. INDEMNIFICATION:

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

X. ENTIRE CONTRACT:

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

XI. 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.

XII. ASSIGNMENT:

Neither party shall assign any of its rights nor delegate any of its duties under this Contract without written consent of the other.

XIII. TERMINATION OF SERVICES:

This Contract may be terminated by either party upon notice in writing, delivered to the other party, at least ninety (90) days prior to discontinuing services. WCDJFS shall be responsible for any unpaid charges incurred prior to termination, up to and including the charges for servicing the WCDJFS on the last pick-up.

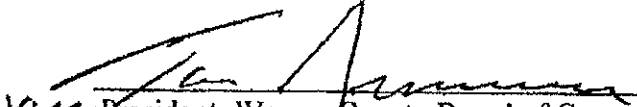
IXX. NOTICES:

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

To: Warren County Human Services
416 S East Street
Lebanon Oh 45036
(513)695-1420

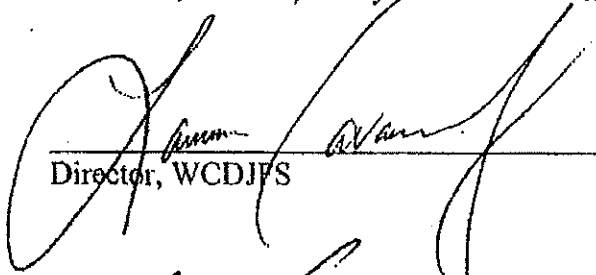
To: Document Destruction
4511 Reading Road
Cincinnati, Ohio 45229

APPROVED BY:



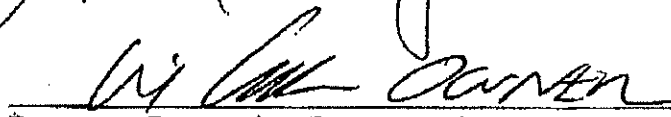
Vice President, Warren County Board of Commissioners

6/30/15
Date



Director, WCDJFS

6/17/15
Date

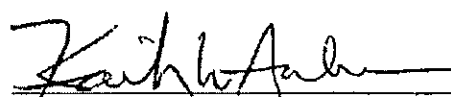


Document Destruction, Representative

6-19-15
Date

MIKE CALLINAN DONNER

Approved to form:



Keith Anderson, Asst. Prosecutor

6-11-15
Date

Document Destruction



6/4/2015

Lauren Cavanaugh
Warren County Department of Job and Family Services
416 S. East Street
Lebanon, OH 45036

Dear Lauren,

Thanks for speaking with me about how Document Destruction LLC can help with your secure document shredding needs. Below are a few reasons why over 2,800 local companies and individuals have chosen Document Destruction LLC:

To confirm, we charge \$59.00 per shred for all (4) four totes.

1. We shred your private documents **ONSITE**. The document shredding truck will come to your location and shred all the private records **ONSITE**. No document leaves your property until it has been turned into confetti and can never be reconstructed.

2. Document Destruction LLC is **CERTIFIED** and **ACCREDITED** for document shredding.

This means Document Destruction LLC is audited annually to verify that every employee is uniformed, bonded, I.D. badged, drug tested, criminal background checked and is fully trained in the latest security measures.

3. In addition to General Liability Insurance, Document Destruction LLC has **PROFESSIONAL LIABILITY INSURANCE COVERAGE** to protect against:

- *Unauthorized access to or theft of sensitive document
- *Intentional acts by my employees
- *Negotiable instruments falling into the wrong hands
- *Identity theft stemming from information on sensitive documents
- *Violations of privacy, i.e. involving medical records

4. Document Destruction LLC is a **Super Service Award Winner** for the past 2 years on **Angie's List**. This award recognizes only the top 5% of businesses reviewed by **Angie's List**.

5. **POINT & PAY** We make the shredding process simple. When the shred truck driver shows up, you point to what needs to be shredded; our driver will do the rest. Just pay him when the he is done. Our drivers accept personal checks and all major credit cards.

6. MY PERSONAL GUARANTEE

Since starting Document Destruction LLC in 2004, we have **NEVER** had a security breach or had a client's private & confidential documents fall into the wrong hands. I understand that secure document destruction is vital to your company's survival. I am personally committed to helping protect your firm's information.

I hope to be your vendor of choice.

A handwritten signature in black ink, appearing to read "Michael Callihan".

Michael Callihan
Owner/Operator

Mobile On-Site Shredding

4511 Reading Road • Cincinnati, OH 45229 • Phone: (513) 772-1114 • Fax: (513) 772-1441
www.DocDestruction.com



PURCHASE ORDER# 14761
EXPENDED AMT. 472.00
FUND..... 203
SUB-FUND.....
FUNCTION..... 5310
OBJECT..... 400
SUB-ACCOUNT..
VENDOR NUMBER 14534
APPROVAL DATE 6/30/15
BLANKET PO... NO
CANCELLATION. 0/00/00
P.O. AMOUNT.. 800.00

TRAN CODE. 0001 GENERAL PO TRANSACTION
ORIGINAL MEMO.. DOCUMENT SHREDDING 7/15-6/16
HUMAN SERVICES
*NONE
INCOME MAINTENANCE-WELFARE
PURCHASED SERVICES
*NONE

328.00 REMAINING AMOUNT

Name... DOCUMENT DESTRUCTION LLC
Address 4511 READING ROAD
CINCINNATI, OH 45229

LAST MEMO.. DOCUMENT SHREDDING 7/15-6/16

	<u>QUANTITY</u>	<u>ITEM DESCRIPTION</u>	<u>PRICE</u>
1		DOCUMENT SHREDDING	800.00
2		JULY 2015 - JUNE 2016	

E3-RETURN

ROLLUP/ROLLDOWN-CHANGE PAGE

Resolution

Number 15-0983

Adopted Date June 30, 2015

APPROVE AND ENTER INTO AN AGREEMENT WITH DOCUMENT DESTRUCTION FOR DOCUMENT MANAGEMENT SERVICES ON BEHALF OF WARREN COUNTY DEPARTMENT OF HUMAN SERVICES.

NOW THEREFORE BE IT RESOLVED, to approve and enter into an agreement with Document Destruction, on behalf of Warren County Department of Human Services, as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of June 2015.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a -- Document Destruction
Human Services (file)

**CONTRACT AGREEMENT
BETWEEN
THE WARREN COUNTY BOARD OF COMMISSIONERS
ON BEHALF OF
THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES
AND
Document Destruction**

This Vendor Contract is entered into this 30th day of JUNE, 2015 by the Warren County Board of County Commissioners on behalf of Warren County Department of Job and Family Services, Division of Human Services, hereafter known as "WCDJFS", with offices located at 416 South East Street, Lebanon, Ohio and Document Destruction located at 4511 Reading Road, Cincinnati, Ohio 45229; hereafter known as the "Provider". This is a vendor agreement between Warren County Department of Human Services and Document Destruction.

I. PURPOSE:

WCDJFS assigns all of the shredding services requirements during the term of this Agreement, in accordance with the pricing, terms and conditions contained herein to Document Destruction.

II. CONTRACT PERIOD:

This Contract will be effective upon signing by both parties and approval by the Warren County Board of County Commissioners through June 30, 2017, inclusive, unless otherwise terminated, as provided herein.

III. SERVICES TO BE PROVIDED:

Document Destruction agrees to provide (4) secure totes, (1) on the first floor, (1) second floor, and (2) on the basement floor. Document Destruction agrees to provide On-Site Shredding once monthly.

IV. COST OF SERVICES:

The on-going cost minimum charge shall be \$59.00 flat rate every four (4) weeks for four (4) totes to include on-site destruction. Additional totes can be added to this Agreement and shall automatically be a part of and subject to the terms hereof. The addition of totes would be added subject to there being an ongoing need.

Price is based on the number of containers needed and frequency of service. Company must notify WCDJFS in writing of any increase in prices and/or services charges and/or minimum charges. WCDJFS has the right to reject increases; there by resulting in termination of the contract.

2015 JUN 25 PM 1 16

All totes placed at WCDJFS remain the property of the Provider. In the event that the totes are lost, damaged or destroyed by any means, the WCDJFS will pay for said tote at the current replacement values.

Provider warrants that claims made to WCDJFS for payment of services provided shall be for actual services rendered and will not duplicate claims made provider to other sources of public funds for the same service.

V. PAYMENT TERMS:

During the Term of this Agreement, services shall be billed monthly at the rates set forth in Attachment A. WCDJFS agrees to pay all properly invoiced charges within thirty (30) days of the receipt of a proper invoice; a proper invoice being an invoice that states dates of service and an explanation of cost.

VI. CONFIDENTIALITY:

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

VII. RELATIONSHIP OF PARTIES:

The Provider shall be an independent contractor to WCDJFS.

VIII. 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.

IX. INDEMNIFICATION:

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

X. ENTIRE CONTRACT:

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

XI. 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.

XII. ASSIGNMENT:

Neither party shall assign any of its rights nor delegate any of its duties under this Contract without written consent of the other.

XIII. TERMINATION OF SERVICES:

This Contract may be terminated by either party upon notice in writing, delivered to the other party, at least ninety (90) days prior to discontinuing services. WCDJFS shall be responsible for any unpaid charges incurred prior to termination, up to and including the charges for servicing the WCDJFS on the last pick-up.

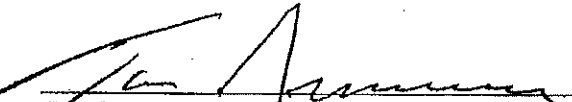
IXX. NOTICES:

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

To: Warren County Human Services
416 S East Street
Lebanon Oh 45036
(513)695-1420

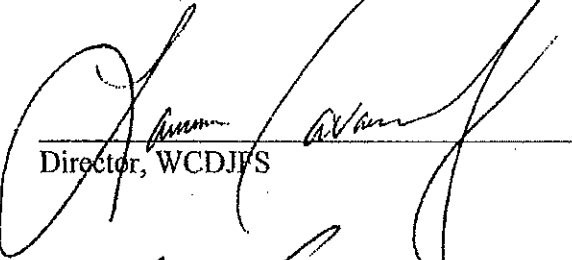
To: Document Destruction
4511 Reading Road
Cincinnati, Ohio 45229

APPROVED BY:




Vice President, Warren County Board of Commissioners

6/30/15
Date



Director, WCDJFS

6/17/15
Date

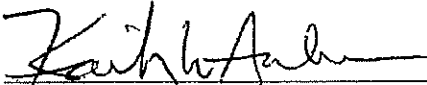


Document Destruction, Representative

6-19-15
Date

MIKE CALLINAN OWNER

Approved to form:



Keith Anderson, Asst. Prosecutor

6-11-15
Date

Document Destruction



6/4/2015

Lauren Cavanaugh
Warren County Department of Job and Family Services
416 S. East Street
Lebanon, OH 45036

Dear Lauren,

Thanks for speaking with me about how Document Destruction LLC can help with your secure document shredding needs. Below are a few reasons why over 2,800 local companies and individuals have chosen Document Destruction LLC:

To confirm, we charge \$59.00 per shred for all (4) four totes.

1. We shred your private documents **ONSITE**. The document shredding truck will come to your location and shred all the private records **ONSITE**. No document leaves your property until it has been turned into confetti and can never be reconstructed.
2. Document Destruction LLC is **CERTIFIED** and **ACCREDITED** for document shredding. This means Document Destruction LLC is audited annually to verify that every employee is uniformed, bonded, I.D. badged, drug tested, criminal background checked and is fully trained in the latest security measures.
3. In addition to General Liability Insurance, Document Destruction LLC has **PROFESSIONAL LIABILITY INSURANCE COVERAGE** to protect against:
 - *Unauthorized access to or theft of sensitive document
 - *Intentional acts by my employees
 - *Negotiable instruments falling into the wrong hands
 - *Identity theft stemming from information on sensitive documents
 - *Violations of privacy, i.e. involving medical records
4. Document Destruction LLC is a **Super Service Award Winner** for the past 2 years on **Angie's List**. This award recognizes only the top 5% of businesses reviewed by Angie's List.
5. **POINT & PAY** We make the shredding process simple. When the shred truck driver shows up, you point to what needs to be shredded; our driver will do the rest. Just pay him when he is done. Our drivers accept personal checks and all major credit cards.
6. **MY PERSONAL GUARANTEE**
Since starting Document Destruction LLC in 2004, we have **NEVER** had a security breach or had a client's private & confidential documents fall into the wrong hands. I understand that secure document destruction is vital to your company's survival. I am personally committed to helping protect your firm's information.

I hope to be your vendor of choice.

A handwritten signature in black ink, appearing to read "Michael Callihan".

Michael Callihan
Owner/Operator

Mobile On-Site Shredding

4511 Reading Road • Cincinnati, OH 45229 • Phone: (513) 772-1114 • Fax: (513) 772-1441
www.DocDestruction.com



Resolution

Number 19-0571

Adopted Date May 14, 2019

ADVERTISE FOR BIDS FOR THE 2019 CHIP SEAL PROJECT

BE IT RESOLVED, to advertise for bids for the 2019 Chip Seal Project for the County Engineer;
and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Website, beginning the week of May 26, 2019; bid opening to be June 11, 2019 @ 9:00 a.m.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH\

cc: Engineer (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0572

Adopted Date May 14, 2019

AWARD THE BID FOR SIX (6) NEW 2019 ½ TON EXTENDED CAB 4 X 4 PICKUP TRUCKS FOR WARREN COUNTY GARAGE

WHEREAS, bids were closed at 9:05 a.m., April 23, 2019, and the bids received were opened and read aloud for Six (6) New 2019 ½ Ton Extended Cab 4 x 4 Pickup Trucks for Warren County; and the results are on file in the Commissioner's Office; and

WHEREAS, upon review of such bids by Andy Russell, Chief Mechanic at the Warren County Garage, Interstate Ford, has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon the recommendation from Andy Russell, that bid is awarded to Interstate Ford, 125 Alexandersville Road, Miamisburg, Ohio, for a total bid price of \$181,800.00.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH/

cc: Garage (file)
OMB Bid file

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0573

Adopted Date May 14, 2019

AUTHORIZE VICE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATIONS FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL ON BEHALF OF THE WARREN COUNTY FARM BUREAU

BE IT RESOLVED, to authorize the Vice President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of the Warren County Farm Bureau for the purpose of obtaining a liquor license during the Farm Bureau Annual Meeting; copy of said application as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

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



OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL
 6606 TUSSING ROAD
 REYNOLDSBURG, OHIO 43068-9005
 Telephone No. (614) 387-7407
 Fax No. (614) 644-6965
<http://www.com.ohio.gov/liqr>

F PERMIT APPLICATION FILING FEE \$40.00

Five-Day Privilege for Special Functions - Valid for the Sale of BEER ONLY, Until 1:00 a.m.

APPLICATION MUST BE FILED AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF FUNCTION

§ 4303.20 F permit. Permit F may be issued to an association of ten or more persons, a labor union, or a charitable organization, or to an employer of ten or more persons sponsoring a function for the employer's employees, to purchase from the holders of A-1 and B-1 permits and to sell beer for a period lasting not to exceed five days. No more than two such permits may be issued to the same applicant in any thirty-day period. The special function for which the permit is issued shall include a social, recreational, benevolent, charitable, fraternal, political, patriotic, or athletic purpose but shall not include any function the proceeds of which are for the profit or gain of any individual. The fee for this permit is forty dollars.

CAREFULLY READ THE GENERAL INSTRUCTIONS FOR FILING AN F APPLICATION - ON PAGE 5

TYPE OR PRINT PLAINLY		ALL QUESTIONS MUST BE ANSWERED	
Name of Non-Profit Organization (Exact Name must be uniform on all documents - please do not abbreviate)			
Warren County Farm Bureau			
Street Address (Where Function Will Be Held - BE SPECIFIC & must be uniform on all documents - For Street Closures see Address Addendum -Page 1(A))			
665 N. Broadway St			
Township (Only if outside city or village limits)	City	State OHIO	Zip Code
	Lebanon		45036
County: Warren <input checked="" type="checkbox"/>			
Mail and/or Fax Permit and Correspondence To: Name: Ashley Rose			
Street Address: 1425 Rombach Ave		City: Wilmington	State: Ohio Zip Code: 45177
Phone #: 937-218-9105		Fax #: 937-382-6719	
Email Address: warren@ofbf.org (Note: This is for notification purpose only - NOT for emailing correspondence)			
Individual responsible for the compliance with Ohio's liquor laws in conjunction with the sale and consumption of alcoholic beverages:		Name: Ashley Rose	Title: Organization Director
		Phone #: (937)218-9105	
Date and Time Function Will Begin:	Date Function Begins: <u>08/20/2019</u> (Month/ Day/ Year)	Time Function Begins: <u>5</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	
Date and Time Function Will End:	Date Function Ends: <u>08/20/2019</u> (Month/ Day/ Year)	Time Function Ends: <u>10</u> <input type="checkbox"/> am <input checked="" type="checkbox"/> pm	
Please check what type of organization:			
<input checked="" type="checkbox"/> Association of ten or more persons		<input type="checkbox"/> Employer of ten or more persons sponsoring a function for his employees, except for a manufacturer or wholesale distributor of alcoholic beverages (not open to the public)	
<input type="checkbox"/> Charitable Organization		<input type="checkbox"/> Labor Union	
The Division of Liquor Control does not regulate or advise individuals regarding gambling in conjunction with the issuance of an F permit. Any question regarding gambling should be directed to the Ohio Attorney General's Office, Charitable Gaming Section, 150 East Gay Street, 23rd Floor, Columbus, OH 43215 at (614) 466-3181.			

FOR OFFICE USE ONLY

Taxing District	Remarks:	Reviewer Action:
Permit Number		
Receipt #		



OHIO DEPARTMENT OF COMMERCE
DIVISION OF LIQUOR CONTROL

6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005

TENANCY & POLICE NOTIFICATION FORM FOR TEMPORARY PERMIT

Section A. (Completed by Applicant): TEMPORARY PERMIT FUNCTION INFORMATION

The **Warren County Farm Bureau**

(Full Name of Organization [this must be same as what is listed on Application])

665 N. Broadway St

will be conducting an event at the location of

(Location or Street address where function held [this must be same as what is listed on Application])

and has applied for an "F" class temporary liquor permit to allow the sale of beer:

beginning 08/20/2019 at 5 am pm
(Date Function Begins - Month/Day/Year) (Time Function Begins)

and ending 08/20/2019 at 10 am pm
(Date Function Ends - Month/Day/Year) (Time Function Ends)

Section B. (Completed by Property Owner): CONSENT OF REAL PROPERTY OWNER INFORMATION

If applicant is owner of real property mark box, and sign below.

I/We, being the owner of the realty located at the address mentioned in Section A. above, do hereby acknowledge notification that the Organization listed above will hold a special function on the dates specified by signing below.

[Signature] Warren Co. Commissioner 5/14/19
(Signed - Real Property Owner) (Print Name of Real Property Owner) (Date)

Hole Justice Bc. Lebanon, OH 45036 513-495-1250
(Street Address of Real Property Owner) (City, State, and Zip Code) (Telephone Number)

Section C. (Completed by Chief Peace Officer): NOTICE TO CHIEF PEACE OFFICER (City/Township Police, OR County Sheriff)

This portion must be signed by the Chief Peace Officer in the municipality or the township where this function will be held indicating that he/she has been notified of the date, time, place and duration of the event. (If the township does not have a Chief Peace Officer, the County Sheriff's Office must be notified accordingly.)

I, being the Chief Peace Officer of the City, Township or County where the function listed above in Section A will be held, acknowledges that I have received notification that the Organization listed above will hold a special function on the dates specified, by signing below.

X _____
(Signed) (Title) (Check the box that applies) (Date)

- City Police
- Twp Police
- County Sheriff

(Print Name)

In signing this form, the Chief Peace Officer is merely acknowledging receipt of notification of the event and not giving their approval or consent of the event on behalf of the political subdivision.



DIAGRAM OF PERMIT PREMISES FOR TEMPORARY PERMIT

THIS DOCUMENT MUST BE COMPLETED IN ORDER TO OBTAIN YOUR TEMPORARY PERMIT

Section 4301.62 ("open container statute") prohibits anyone from possessing an open container of any alcoholic beverage outside of the area defined as permit premises. Whoever violates this statute is guilty of a MISDEMEANOR of the first degree. Any alcoholic beverage must be both sold and consumed within the defined permit premises.

It is required that every applicant for an F or F2 permit submit with the application a **diagram of the premises where alcoholic beverages will be sold and consumed. If the diagram is not included, the application will be returned to the applicant.** The diagram must be submitted in the space provided below or on a separate sheet, and must be signed by the person who prepared the diagram or the applicant.

FOR EVENTS HELD INDOORS: Diagram must identify the room(s) and/or building in which the alcoholic beverages will be sold and consumed.

FOR EVENTS HELD ENTIRELY or PARTIALLY OUTDOORS: Diagram must show shape and measured dimensions of the area to be used. Location of barriers must be shown, and an explanation of the type of barriers given (e.g. chain link fence, snow fence, brick wall, rope, etc.) which will separate permit premises from other areas which are not permit premises.

DIAGRAM MUST APPEAR IN THE SPACE BELOW

Signature of Person who prepared diagram or applicant



Ohio Department of Commerce
 Division of Liquor Control
 6606 Tussing Road, Reynoldsburg, Ohio 43068-9005

**AFFIDAVIT AND MEMORANDUM OF AGREEMENT
 BETWEEN TEMPORARY PERMIT HOLDER & RETAIL PERMIT HOLDER**

(To be completed by Retail Permit Holder)

The State of Ohio, _____ County, ss.

I/We _____
(Name [not DBA Name] Listed on Issued Retail Permit)

issued retail permit holder # _____ being first duly sworn,
(Issued Liquor Permit #)

according to law, depose and say that I/We agree to not utilize our permit privileges at the same time and place where the temporary permit organization function listed on page 1 of this application will be held,

From: _____ / _____ / _____ To: _____ / _____ / _____
MONTH DAY YEAR MONTH DAY YEAR

(Signature of Officer, Shareholder or LLC Member of Issued Permit on Record with the Division of Liquor Control) *(Title)*

(Print Name of Officer, Shareholder of LLC Member of Issued Permit) *(Day Time Telephone Number)*

(Residence Address) *(City)* *(State)* *(Zip Code)*

Sworn to and subscribed before me this _____ day of _____, 20 _____

(Notary Public Signature) *(Notary Expiration Date)*

(Notary - Please Print Name or Affix Seal/Stamp)

Warren County
FAIRGROUNDS

LEBANON, OHIO

www.warrencountyfairhio.org

May 10, 2019

To whom it may concern,

The Warren County Agricultural Society (WCAS) has agreed to lease Building A on the Warren County Fairgrounds to Warren County Farm Bureau for the Farm Bureau Annual Meeting to be held August 20, 2019. We hereby grant permission for them to use this facility and to serve alcohol. Farm Bureau has agreed, under the contract, to carry \$1,000,000 liability insurance for this event, with the Warren County Agricultural Society named as additional insured.

Should you have any questions, please contact the WCAS office.

Sincerely,

Rebecca Osborne

Rebecca Osborne
Fair Secretary & Facility Manager, WCAS

cc: Ashley Rose

Resolution

Number 19-0574

Adopted Date May 14, 2019

ENTER INTO CONTRACT WITH W.E. SMITH CONSTRUCTION FOR THE BUTTERWORTH ROAD DRILLED PIER WALL PROJECT

WHEREAS, pursuant to Resolution #19-0488, adopted April 23, 2019, this Board approved a Notice of Intent to Award Contract for the Butterworth Road Drilled Pier Wall Project to W.E. Smith Construction, for a total bid price of \$249,837.50; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

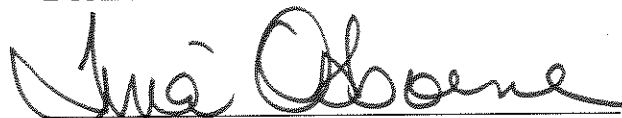
NOW THEREFORE BE IT RESOLVED, to enter into contract with W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio, for said project, for a total contract price of \$249,837.50; as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: c/a—W.E. Smith Construction
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 14 day of May, 2019, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **W.E. Smith Construction** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

BUTTERWORTH ROAD DRILLED PIER WALL PROJECT

hereinafter called the project, for the sum of **\$249,837.50 (two hundred forty nine thousand eighty hundred thirty seven dollars and fifty cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit Wage Rate Determination
- L) Wage Rate Determination
- M) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project is 8 weeks after the written notice-to-proceed has been issued and a preconstruction meeting has been held. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity,

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

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

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

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

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

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

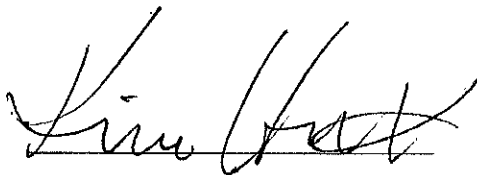
WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

ATTEST:


Name

(Seal)

ATTEST:



Shannon Jones, President



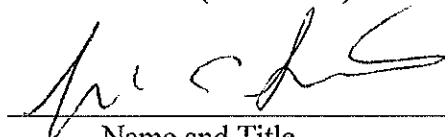
David G. Young



Tom Grossmann

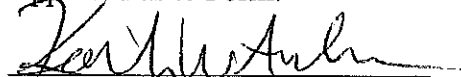
W.E. Smith Consturction
(Contractor)

By:



Name and Title
President

Approved as to Form:



Assistant Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0575

Adopted Date May 14, 2019

WAIVE PERMIT FEES ASSOCIATED WITH GIRL SCOUTS OF WESTERN OHIO CAMP STONYBROOK IN WAYNE TOWNSHIP

BE IT RESOLVED, to waive the permit fees associated with the construction of a new cabin at Girls Scouts of Western Ohio Camp Stonybook in Wayne Township; and

BE IT FURTHER RESOLVED that Girls Scouts of Western Ohio Camp Stonybook be responsible for the surcharge required by the State of Ohio.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tad

cc: Building/Zoning (file)
eadkisson@pca-arch.com
LindaOdenbeck@GirlScoutsofWesternOhio.ORG
jkaiser@pca-arch.com

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0576

Adopted Date May 14, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/7/19 and 5/09/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-0577

Adopted Date May 14, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION AND APPROVE A CASH ADVANCE WITHIN FUND #4493 FOR THE LYTLE FIVE POINTS AND BUNNEL HILL ROAD ROUNDABOUT PROJECT

WHEREAS, a supplemental appropriation and cash advance are necessary for the Lytle Five Points and Bunnell Hill Road Roundabout Project; and

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the Lytle Five Points and Bunnell Hill Road Roundabout Project has requested a cash advance until monies are received from fund 4493; and a supplemental appropriation is necessary for the Lytle Five Points and Bunnell Hill Road Roundabout Project; and

NOW THEREFORE BE IT RESOLVED, to approve a cash advance and a supplemental appropriation in Fund #4493.

Cash Advance

\$115,281.80 from 2202-45556 (Cash Advance Out)
into 4493-45555 (Cash Advance In)

Supplemental Appropriation

\$83,670.60 into 44933908-5320 (Capital Purchase)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Supplemental Adjustment file
Cash Advance file
Engineer (file)

Resolution

Number 19-0578

Adopted Date May 14, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COUNTY COURT FUND #11011282

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into County Court Fund #11011282 in order to process a vacation leave payout for Elizabeth Kocourek former employee of County Court:

\$3,322.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
 into #11011282-5882 (County Court - Vacation Leave Payout)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0579

Adopted Date May 14, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO EMERGENCY SERVICES FUND #11012850

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Emergency Services Fund #11012850 in order to process a vacation leave payout for Michele Cramer former employee of Emergency Services:

\$1,724.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(Emergency Services - Vacation Leave Payout)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Emergency Services (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0580

Adopted Date May 14, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR'S OFFICE
FUND #11011150

BE IT RESOLVED, to approve the following appropriation adjustment:

\$800.00	from	11011150-5400	(Genl Pros Purchased Services)
	into	11011150-5317	(Genl Pros Non Capital Purchases)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

CSM\

cc: Auditor
Appropriation Adjustment file
Prosecutor (file)

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

Resolution

Number 19-0581

Adopted Date May 14, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
SERVICES FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 2,500.00 from #11011223-5850 (Training-Education)
into #11011223-5910 (Other Expenses)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0582

Adopted Date May 14, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,200.00 from 22892220-AAEXPENSE 22891220 5811 (PERS)
into 22892220-AAEXPENSE 22891220 5820 (Health/Life Insurance)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0583

Adopted Date May 14, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM BOARD OF ELECTIONS FUND
#11011300 INTO #11011300

BE IT RESOLVED, to approve the following appropriation adjustments:

\$5,100.00 from #11011300-5850 (Training/Education)
 into #11011301-5850 (Training/Education)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0584

Adopted Date May 14, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND #11012100

BE IT RESOLVED, to approve the following appropriation adjustment:


\$30,300 from #11012100-5400 (Purchased Services)
 into #11012100-5310 (Vehicles Purchases Approved by BOCC)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Coroner (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0585

Adopted Date May 14, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO LAW LIBRARY RESOURCES
FUND #2207

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into #22071291-5400 (Purchased Services)

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

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

Resolution adopted this 14th day of May 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor
Supplemental file
Law Library Resources Fund - (file)