

Resolution

Number 19-0753

Adopted Date June 18, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR SAMANTHA GRAY WITHIN WARREN COUNTY OHIOMEANSJOBS

WHEREAS, Samantha Gray, Customer Advocate I within Warren County OhioMeansJobs, has successfully completed a 365-day probationary period, effective June 18, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Samantha Gray's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$16.23 per hour effective pay period beginning June 22, 2019.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0754

Adopted Date June 18, 2019

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR WAYNE CLICK WITHIN THE WARREN COUNTY DEPARTMENT OF FACILITIES MANAGEMENT

WHEREAS, Wayne Click, HVAC Technician I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective June 11, 2019; and

NOW THEREFORE BE IT RESOLVED, to approve Wayne Click's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.59 per hour effective pay period beginning June 22, 2019.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
W. Click's Personnel File
OMB – Sue Spencer

Resolution

Number 19-0755

Adopted Date June 18, 2019

APPROVE HIRING TEMPORARY EMPLOYEE FOR THE WATER AND SEWER DEPARTMENT

WHEREAS, in order to provide back up for the administration office during the summer months , there is a need within the Water and Sewer Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employee within the Water and Sewer Department, for approximately twelve weeks;

Miranda Griffith, as temporary Admin Worker, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
Personnel Files
OMB – Sue Spencer

Resolution

Number 19-0756

Adopted Date June 18, 2019

APPROVE HIRING OF TEMPORARY EMPLOYEE FOR THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, in order to accomplish the seasonal maintenance of the Facilities Management Department, there is a need within the Facilities Management Department to hire temporary employees; and

NOW THEREFORE BE IT RESOLVED, to hire the following employee within the Facilities Management Department, for approximately twelve weeks:

Tracie Alderman, as a temporary General Laborer, Job Class #1082, Position Control #101101082, Temporary Rate of \$10.00/hour, full-time, temporary, subject to a negative drug screen and a background (BCI) check

BE IT FURTHER RESOLVED, that a condition of said employment is that all persons hired under this resolution acknowledge that they will be in an "on-call" status from day-to-day, at the discretion of the departmental supervisor and will make themselves available upon call.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
Personnel Files
OMB – Sue Spencer

Resolution

Number 19-0657

Adopted Date June 18, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO CORTESCIA DAVIS, EMERGENCY COMMUNICATIONS OPERATOR, WITHIN THE DEPARTMENT EMERGENCY SERVICES

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Cortescia Davis, Emergency Communications Operator; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for Cortescia Davis not to exceed twelve (12) weeks; pending further documentation from Ms. Davis' physician.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
C. Davis' FMLA file
OMB – Sue Spencer

Resolution

Number 19-0758

Adopted Date June 18, 2019

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO GEORGE CAMPBELL,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for George Campbell, Wastewater Treatment Plant Utility Operator; and

NOW THEREFORE BE IT RESOLVED, to designate Family and Medical Leave of Absence for George Campbell, not to exceed twelve (12) weeks; pending further documentation from Mr. Campbell's physician.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
G. Campbell's FMLA file
OMB – Sue Spencer

Resolution

Number 19-0759

Adopted Date June 18, 2019

ADVERTISE FOR BIDS FOR WARREN COUNTY GOVERNMENT CAMPUS PAGING SYSTEM, 406 JUSTICE DRIVE LEBANON

BE IT RESOLVED, to advertise for bids for the Warren County Government Campus Paging System Project; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of June 23, 2019; bid opening to be July 9, 2019 at 9:15 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: Facilities Management (file)
OMB Bid file

Resolution

Number 19-0760

Adopted Date June 18, 2019

APPROVE NOTICE OF INTENT TO AWARD BID TO MILLER- MASON PAVING CO. FOR THE 2019 CHIP SEAL PROJECT

WHEREAS, bids were closed at 9:00 a.m., June 11, 2019, and the bids received were opened and read aloud for the 2019 Chip Seal Project and the results are on file in the Commissioners Office; and

WHEREAS, upon review of such bids by Neil F. Tunison, Warren County Engineer, Miller- Mason Paving Co., has been determined to be the lowest and best bidder;

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil F. Tunison, that it is the intent of this Board to award the bid to Miller-Mason Paving Co., 8591 Mad River Road, Hillsboro, Ohio, for a total contract price of \$400,183.70. The Warren County Engineer's portion of the total bid price is \$194,157.60. The remainder portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet; and

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

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

KH

cc: Engineer (file)
OMB Bid file

Resolution

Number 19-0761

Adopted Date June 18, 2019

DETERMINING THE NECESSITY FOR A CERTAIN ROAD IMPROVEMENT PROJECT FOR PUBLIC USE WITHOUT CHARGE WHERE SPECIAL ASSESSMENTS ARE NOT TO BE LEVIED OR COLLECTED, TO BE KNOWN AS THE BUTLER WARREN ROAD AND LIBERTY WAY/MASON ROAD INTERSECTION IMPROVEMENTS PROJECT IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHIO

WHEREAS, in accordance with Ohio Revised Code § 5555.02, et seq., a board of county commissioners may construct a public road by laying out and building a new road, or by improving, reconstructing, or repairing any public road or part of an existing public road; and

WHEREAS, pursuant to Ohio Revised Code § 5555.03, et seq., by resolution adopted by a majority vote and acting without regard to or the necessity for a petition, may find that the public convenience and welfare require the improvement of any public road or roads, or parts thereof, indentified in such resolution in a manner provided in 5555.06 of the Revised Code and may fix the route and termini of the improvement; and, if the board determines, in such resolution or a subsequent resolution, that special assessments are not to be levied or collected to pay any part of the county's costs of the improvement, the board, in that resolution or in a subsequent resolution (including a resolution authorizing the issuance or incurrence of public obligations for the improvement) may authorize the improvement and expenditure of funds required by the county for its construction and may proceed with the improvement without regard to any other procedures required by sections 5555.03 -.42; 5555.45-.47; 5555.50, and 5555.81-.83 of the Revised Code, except as otherwise provided; and

WHEREAS, pursuant to Ohio Revised Code § 5555.09, et seq., if the surveys, plans, profiles, and cross sections prepared by the County Engineer and filed with the board of county commissioners show that lands will be required for the improvement, the board shall proceed in accordance with sections 163.01 to 163.22 of the Revised Code; and

WHEREAS, in accordance with Am. Sub. S.B. 7 (127th General Assembly), certain changes to Chapter 163 of the Ohio Revised Code ["Appropriation of Property"] went into effect on October 10, 2007 that prescribes the procedural requirements by which public agencies must abide to appropriate real property for public use; and

WHEREAS, specifically Ohio Rev. Code § 163.021 (A) provides as a prerequisite that no public agency shall appropriate real property except as necessary and for public use; and

WHEREAS, Ohio Rev. Code § 163.021 (A) places the initial burden on the public agency to show by a preponderance of the evidence that the taking is necessary for the public use; however, in accordance with Ohio Rev. Code § 163.09 (B) (1) (a), a resolution of the public agency declaring the necessity for the appropriation creates a rebuttable presumption of the necessity for the appropriation if the public agency is not appropriating the property because it is a blighted parcel or part of a blighted area or slum; and

WHEREAS, this Board is of the opinion that it is necessary to improve the intersection at Butler Warren Road & Liberty Way/Mason Road in Deerfield Township to improve the safety and capacity of the intersection and to eliminate the current traffic congestion.

NOW THEREFORE BE IT RESOLVED, the Board does hereby determine that it is necessary for public safety, convenience and welfare to obtain or acquire Right-of-Way and easements for the following project that does not include a blighted parcel or part of a blighted area or slum, for the construction of improvements to serve the public, without charge:

Butler Warren Road & Liberty Way/Mason Road Intersection Improvements Project -
Improve the safety and capacity of the intersection and to eliminate the current traffic congestion.

BE IT FURTHER RESOLVED, that the Board does hereby determine that special assessments are not to be levied or collected to pay any part of the county's costs of the said project; and


BE IT FURTHER RESOLVED, if the surveys, plans, profiles, and cross sections prepared by the County Engineer and filed with this Board show that lands will be required for the said project, the Board may determine in a subsequent resolution to proceed in accordance with sections 163.01 to 163.22 of the Revised Code to acquire such lands if the County Engineer is unable to acquire such lands by voluntary conveyance.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Project file

Resolution

Number 19-0762

Adopted Date June 18, 2019

APPROVE AND AUTHORIZE A MAINTENANCE AGREEMENT WITH SOUTHPOINTE ENGINEERING SYSTEM FOR WARREN COUNTY WATER AND SEWER DEPARMENT'S KIP WIDE FORMAT PRINTER/COPIER

NOW THEREFORE BE IT RESOLVED, to approve and authorize the Vice President of the Board of County Commissioners to enter into a Maintenance Agreement by and between Southpointe Engineering Systems, 2450 Civic Center Dr., Cincinnati OH 45231, and this Board of Warren County Commissioners relative to the Warren County Water and Sewer Department's KIP Wide Format Printer/Copier, copy of said agreement attached hereto and made 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jd

cc: c/a—Southpointe Engineering Systems
Water/Sewer (file)

Southpointe Engineering Systems

3721 State Route 133, Williamsburg, OH 45176

Phone: 800-716-2560

EQUIPMENT MAINTENANCE AGREEMENT

APPROVED AS TO FORM

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

Client: WARREN COUNTY WATER	Billing: 406 JUSTICE DR. LEBANON, OH 45036	Equipment Location: 406 JUSTICE DR. LEBANON, OH 45036
Contact: LAURA GRAY	P.O. #	Contact: N/A
Title:	Phone:	
Equipment Mfg: KIP	Model No. 7170	Serial No. 13413268
Meter Reading: 0 Date:	Contract Type: 24,000 SF CMA	Period Covered: 7/6/2019 To: 7/5/2020

The above equipment must be inspected and found in acceptable condition at the start of the contract period by Southpointe Personnel.

Southpointe Engineering Systems will provide the following services:

Scheduled Maintenance Calls:	2	<table border="0" style="font-size: small;"> <tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>JUN</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td><td>DEC</td></tr> </table>	X	X	X	X	X	JUN	X	X	X	X	X	DEC	Price:	\$1,560.00
X	X	X	X	X	JUN											
X	X	X	X	X	DEC											
No. Emergency Calls:	All included		Type of Payment:	ANNUAL												
Parts Covered:	All Parts/Labor	Meter Charge:	.037 PER SF OVER 24,000 SF	Payment Due:	7/6/2019											
	(EXCLUDING Paper/Toner)				Tax not included in prices.											

TERMS OF AGREEMENT:

1. Service will be performed at the customers location during normal working hours. (8:00 AM to 5:00 PM) All work will be performed by a qualified Technical Representative of Southpointe Engineering Systems.
2. This agreement doesn't cover repairs resulting from abuse, misuse, improper materials, accidents, acts of God (fire, water damage, etc.), or failure to follow instructions provided by machine operator manual.
3. Sales tax will be added to the price of the agreement if applicable. Sales Tax Exception Certificate must be furnished if not applicable.
4. Parts needed for service repairs may be new or refurbished, depending on year & make of equipment. In the event a part or software upgrade is not available from the equipment manufacturer SES will prorate the remainder of your contract and apply it as a credit on your account or apply the amount towards a suitable replacement purchased from SES.
5. Agreement can be cancelled by either party with a 30 day written notice and a prorated credit will be issued.

Note: (Software upgrades are limited to 5 workstations per year as needed, but computer upgrades are not included).

Southpointe Engineering Systems

Client:

Auth. Signature: *Dylan Arnett* Date: _____
Title: Sales Manager

Auth. Signature: *[Signature]* Date: 6/18/19
Title: Administrator

This is NOT an Invoice,

Please Sign This Contract, Insert Your PO Number and Mail it Back to Us; We Will Invoice You at That Time.

For Internal Use Only:
Contract Signed: 91



Invoice #: _____

Resolution

Number 19-0763

Adopted Date June 18, 2019

APPROVE AND ENTER INTO AN EASEMENT & AGREEMENT FOR WATERLINE & APPURTENANCES WITH THE VILLAGES OF WINDING CREEK MASTER PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, a portion of Waterline Easement was not obtained as part of the platting process of The Boulevards at Winding Creek Section Two; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements for the operation and maintenance of waterline within The Boulevards at Winding Creek Section Two; and

NOW THEREFORE BE IT RESOLVED, to enter into an Easement and Agreement for waterline and appurtenances with The Villages of Winding Creek Master Property Owners Association, Inc. Parcel Number 05211000041, 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A— The Villages of Winding Creek Master Property Owners Association, Inc.
Water/Sewer (file)
Easement file
Recorder (certified)

Grantor: The Villages of Winding Creek Master Property
Owners Association, Inc.
Property Address: 9700 Crooked Creek Dr.
Parcel Number: 05211000041
Account Number: 143552

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by **The Villages of Winding Creek Master Property Owners Association, Inc.**, whose tax mailing address is 6540 Centerville Business Parkway, Dayton, OH 45459 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is to provide the Grantee and the Grantee's agents employees, contractors or assigns the right to enter upon the easement property at any time to construct, maintain, tap lines, remove, replace or repair water main along the lines or within the easement areas hereinafter described for other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of one Dollar (\$ 1.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the Villages of Winding Creek Subdivision, Warren County, Ohio, consisting of 0.1212 acres, and being the same premises described in a deed recorded in O.R. 2014-008503 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

Grantor shall have the right to repurchase the permanent easement interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantor declines to repurchase; (ii) the Grantor fails to repurchase within sixty (60) days after the Grantee offers the easement interest for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date

of the execution of this Easement & Agreement. The Grantor's right of repurchase is not assignable, nor does it run with the land.

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, LANCE OAKES the duly authorized PRESIDENT, has set his/her hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR: The Villages of Winding Creek Master Property Owners Association, Inc. an Ohio Corporation

SIGNATURE: *Lance Oakes*

PRINTED NAME: Lance Oakes

TITLE: President

DATE: 5/22/2019

STATE OF Ohio, COUNTY OF Montgomery, ss:

BE IT REMEMBERED, that on the 22nd day of May, 2019, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Lance Oakes, whose title is President of the Villages of Winding Creek Master Property Owners Association, Inc., whose name is subscribed hereto and he executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.



LORI L. McELROY, Notary Public
In and for the State of Ohio
My Commission Expires Nov. 2, 2021

Notary Public: *Lori L. McElroy*
My Commission Expires: 11/2/21

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by David Young, its President or Vice-President, on the date stated below, pursuant to Resolution Number 19-0743, dated 6/18/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: [Signature]
Printed Name: David Young
Title: Vice-President
Date: 6/18/19

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 19th day of June, 2019, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be David Young, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



**NOTARY PUBLIC
STATE OF OHIO**
Recorded in
Warren County
My Comm. Exp. 7/9/2023

Notary Public: [Signature]
My Commission Expires: 7/9/23

Approved as to form by:

**DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO**
[Signature]
By: Assistant Prosecutor
Date: 6/18/19

Grantor: The Villages of Winding Creek Master Property
Owners Association, Inc.
Property Address: 9700 Crooked Creek Dr.
Parcel Number: 05211000041
Account Number: 143552

(eff. 10/10/07)

WAIVER [OF APPRAISAL]

WHEREAS, nothing in Chapter 163 of the Revised Code [Appropriation of Property] precludes a person from voluntarily conveying his property, or a part thereof, including an easement across such property for public purposes, when a governmental agency offers to purchase the property, a part thereof or easement across such property; and,

WHEREAS, any such voluntary conveyance of a property, or a part thereof, including an easement across such property for public purposes, to a governmental agency is deemed for all purposes to be a sale under the threat of eminent domain in accordance with Ohio Rev. Code § 163.02; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may appropriate real property only after it obtains an appraisal of the property and provides a copy of the appraisal to the owner or, if more than one, each owner or to the guardian or trustee of each owner, at or before the time a governmental agency makes its first offer to acquire the property or the interest therein; and,

WHEREAS, in accordance with Ohio Rev. Code § 163.04 (C), a governmental agency may prescribe a procedure to waive the appraisal in cases involving the acquisition by sale or donation of property with a fair market value of ten thousand dollars (\$10,000.00) or less; and,

WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 08-1093, dated July 17, 2008, that sets forth the procedure for waiving an appraisal as permitted in Ohio Rev. Code § 163.04 (C), as follows: Board hereby establishes a policy of waiving appraisals in accordance with Ohio Rev. Code § 163.04 (C), where the fair market value of an easement is estimated to be less than ten thousand dollars (\$10,000), for the following general circumstances:

1. Assessment projects where the property owners shall be beneficiaries of the project; and/or,
2. Projects where the property owners have requested that an appraisal not be performed.


WHEREAS, the Warren County Board of County Commissioners adopted Resolution No. 13-1618 dated November 5, 2013, determining the necessity for the Wayne-Massie Sewer District Improvement Area Project which consists of construction of upgrade and extension of the 6-inch forcemain along State route 73 to a 12-inch forcemain and replacing the Fifty Springs and Maple Street sanitary lift stations, ("Project") for public use and purposes; and,

WHEREAS, the Project necessitates Warren County to acquire an easement across the property identified above.

THEREFORE, in consideration of mutual promises, the receipt and sufficiency are hereby stipulated, the undersigned owner(s) of the property identified above does hereby knowingly and intelligently: (i) acknowledge its rights under Ohio Rev. Code § 163.04, et seq. to receive an appraisal of the property identified above for the Project; (ii) waive(s) the right to receive an appraisal of the property identified above for the Project; and, (iii) acknowledge Warren County's obligation to provide it with an appraisal of the property identified above for the Project and does further release and discharge Warren County and its agents, departments, employees and officials from providing the undersigned owner with an appraisal.

IN EXECUTION WHEREOF, the undersigned owner having had a sufficient opportunity to read this Waiver and having prior to signing it reviewed it with the assistance of legal counsel or elected not to review it with the assistance of legal counsel, does acknowledge that that its contents are fully and completely understood and shall be bound by its terms.

OWNER: The Villages of Winding Creek Master
Property Owners Association, Inc. an
Ohio Corporation

SIGNATURE:  _____

PRINTED NAME: Lance Oakes

TITLE: President

DATE: 5/22/2019

EXHIBIT A
WATER EASEMENT
Containing 0.1212 Total Acres

Situate in Section 27, Township 3 East, Range 5 North, M.Rs., Clearcreek Township, Warren County, Ohio and being part of the lands conveyed to The Villages of Winding Creek Master Property Owners Association, Inc., as recorded in I.R. Deed 18-006994, and dedicated as Lot 230-A per the subdivision of The Villages of Winding Creek, The Boulevards at Winding Creek Section Two – Revision One, recorded in P.B. 95, Pages 91-93, on file at the Warren County Recorder's office located in Lebanon, Ohio, and being more particularly described as follows;

Beginning at a found 5/8" Iron Pin with yellow cap stamped CESO on the northwesterly corner of lands of Charles E. Mangold & Kristine E. Mangold, as recorded in I.R. Deed 15-021838, and dedicated as Lot 229 per the subdivision of The Villages of Winding Creek, The Boulevards at Winding Creek Section One, recorded in P.B. 87, Pages 30-33, and on the northeasterly right-of-way line of Crooked Creek Drive,

Thence leaving said right-of-way line of Crooked Creek Drive and along the northerly line of said Lot 229, North 63°00'13" East, a distance of 19.05 feet to a point and being the **True Point of Beginning**;

Thence leaving said northerly line of Lot 229 and along lands of The Villages of Winding Creek Master Property Owners Association, Inc., as recorded in O.R. 4755, page 331, and dedicated as Reserve Lot "H" per the subdivision of The Villages of Winding Creek, The Falls at Winding Creek, recorded in P.B. 76, Pages 19-20, for the following three (3) courses:

1. Along a **non-tangent curve** to the right, with a radius of **35.00 feet**, Length of **38.46 feet**, subtended by a chord bearing North 04°29'09" East, a distance of 36.56 feet, to a point;
2. Along a **tangent curve** to the left, with a radius of **130.00 feet**, Length of **98.18 feet**, subtended by a chord bearing North 14°19'58" East, a distance of 95.86 feet, to a point;
3. Along a **tangent curve** to the right, with a radius of **35.00 feet**, Length of **42.98 feet**, subtended by a chord bearing North 27°52'33" East, a distance of 40.33 feet, to a point on the southerly right-of-way line of North Wood Creek Drive;

Thence along said southerly right-of-way line of North Wood Creek Drive and the southerly line of lands of VWC Holdings LTD., Ohio Limited Liability Company, as recorded in O.R. 4710, page 540 the following two (2) courses:

1. Along a **tangent curve** to the right, with a radius of **818.02 feet**, Length of **40.62 feet**, subtended by a chord bearing North 66°00'59" East, a distance of 40.62 feet, to a point;
2. Along a **tangent curve** to the right, with a radius of **785.00 feet**, Length of **7.26 feet**, subtended by a chord bearing North 67°43'56" East, a distance of 7.26 feet, to a point;

Thence leaving southerly line of said VWC Holdings LTD. and along a line through aforementioned Lot 230-A for the following three (3) courses:

1. **South 22°44'03" East**, a distance of **13.00 feet** to a point;
2. **South 67°15'05" West**, a distance of **20.39 feet** to a point;
3. **South 18°23'27" West**, a distance of **159.72 feet** to a point on the northerly line of aforementioned Lot 229;

Thence along said northerly line of Lot 229, **South 63°00'13" West**, a distance of **28.18 feet** to the **True Point of Beginning**.

Containing **0.1212 Acres of Land** and being subject to all rights-of-way, easements, encumbrances, covenants, restrictions and other matters of record. North and Bearing system based on the Centerline of State Route 48 (Dayton Lebanon Pike) being S04°10'00"W, as shown per Survey 90-20.



CESO, Inc.

Michael J. Wilson, PS #8281

Date: 5-6-2018

Michael J. Wilson 5/8/2019

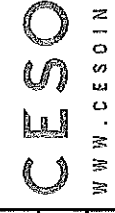
VHC HOLDINGS LTD.
OHIO LIMITED LIABILITY COMPANY
O.R. 4710, PG. 540

THE VILLAGES OF WINDING CREEK MASTER
PROPERTY OWNERS ASSOCIATION, INC.
I.R. DEED 18-206904
LOT 2004 (OPEN SPACE)
THE BOULEVARDS AT
WINDING CREEK
SECTION TWO-REVISION ONE
P.B. 85, PG 94-93



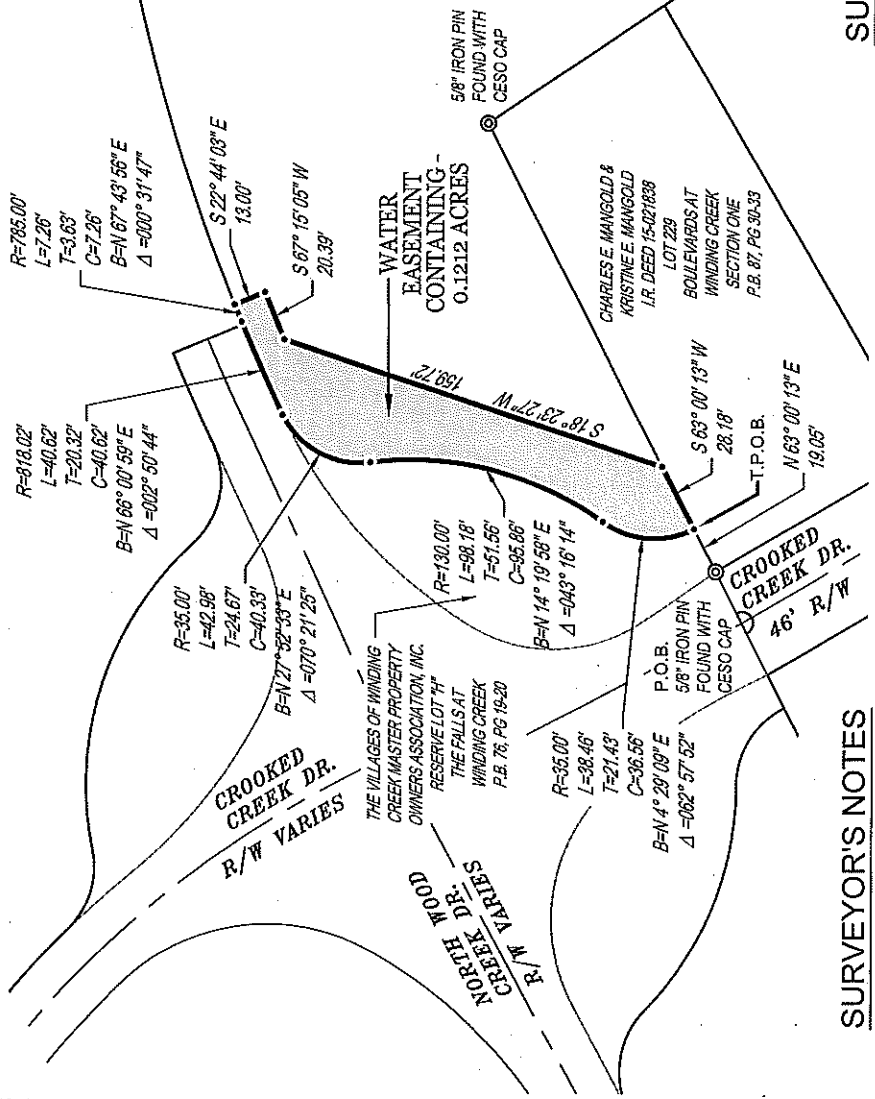
WATER EASEMENT

THE BOULEVARDS AT WINDING CREEK - SEC. 2 - REV. 1 SEC 27, T3E, R2N M.R.S. WARREN COUNTY, OHIO	
CLEARCREEK TOWNSHIP	EXHIBIT "B"
SCALE: 1" = 60'	DATE: 5-22-2019
DESIGNER: JEE	JOB NO.: 3853
DRAWN: STB	SHEET NO.
CHECKED: MAJW	1 OF 1



SURVEYOR

MICHAEL J. WILSON, P.S.
CESO, INC.
3801 RIGBY ROAD
SUITE 300
MIAMI, OH 45342
(937) 438-6584



SURVEYOR'S NOTES

1. NORTH AND BEARING SYSTEM BASED UPON THE CENTERLINE OF STATE ROUTE 48 (DAYTON-LEBANON PIKE), BEING S4°10'00\"/>
2. THIS EXHIBIT IS PREPARED TO SHOW THE LOCATION OF THE SANITARY EASEMENT AND DOES NOT CONSTITUTE A BOUNDARY SURVEY PER O.A.C. 4733-37

Resolution

Number 19-0764

Adopted Date June 18, 2019

APPROVE REAPPOINTMENTS OF WARREN COUNTY MEMBERS TO THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Board of County Commissioners of Warren County, Ohio adopted Resolution Number 05-121 on February 1, 2005 which approved the Area 12 Workforce Investment Board | Butler - Clermont - Warren; and

WHEREAS, thereafter, Butler, Clermont and Warren Counties individually shall be responsible for the appointments, reappointments, and/or replacements of individuals from the respective county on the Area 12 Workforce Development Board;

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Warren County, Ohio that the following individuals be reappointed to the Area 12 Workforce Development Board effective July 1, 2019 with lengths of terms assigned to each appointment:

REAPPOINTMENTS

Jerica Kruse- 3 year term expiring June 30, 2022
Matt Schnipke - 2 year term expiring June 30, 2021

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Appointment file
Workforce Investment Board (file)
Laura Lander
Appointees

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0765

Adopted Date June 18, 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 company, as attached hereto and made part hereof:

Warren County Information Technology
406 Justice Drive
Lebanon, OH 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 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 19th day of June, 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, **Warren County Information Technology, 406 Justice Drive, Lebanon OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 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 Work Experience required training sessions and seminars. These will be scheduled in advance in collaboration with the Worksite Supervisor and the TANF Work Experience Program Supervisor and Coordinator. In the event that a session takes place during the youth's regularly scheduled work time, the total time spent in paid training cannot exceed the number of hours permitted for that particular day as specified in this agreement.
- E. OMJWC or its authorized representative, the Secretary of Labor or his/her authorized representative(s) and the Governor of the State of Ohio or his/her authorized representative(s) may at all times have the right to access, and inspect when necessary and without prior notice, the place of work under this agreement and any records pertinent to this agreement, to assure the progress and quality of training or to determine compliance with the agreement's terms.
- F. The Worksite agrees that the services of the TANF Work Experience Program participants will not displace regular employees, but will be used to augment the regular workforce or for special programs designed for youth. Further, any Worksite that has laid-off an employee within a requested job classification will not have its request filled until twelve months from the date that the lay-off occurred.
- G. The Worksite agrees that youth will not be involved in programs or activities which are in violation of Federal or State regulations, as amended, governing religious/sectarian or political activities.
- H. The Worksite agrees to provide, at their expense, adequate and qualified adult supervision. The Worksite must be responsible for assuring the Worksite Supervisors comply with the requests of the TANF Work Experience Program Coordinator regarding issues related to TANF Work Experience Program participants and in particular, maintain accurate youth timesheets. The Worksite Supervisor will be held responsible for keeping accurate records of hours worked by each youth.

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

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

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

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

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

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

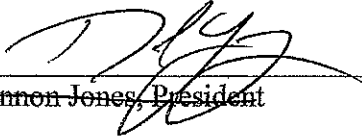
T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be 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:
Comply with Warren County Personnel Policy Manual	
Comply with Information Technology Policies & Procedures Manual	

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 19th
day of June, 2019.

WARREN COUNTY BOARD OF COMMISSIONERS:



Shannon Jones, President

WORKSITE:

Information Technology

Worksite Name



Signature/Worksite Administrator

6/7/2019

Date

Director

Title of Worksite Administrator

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

NA

Signature of Authorized Organized Labor Representative

Date

OhioMeansJobs Warren County



Matt Fetty OMJWC, Director

6/4/19

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: Warren County Information Technology

Address: 406 Justice Dr. Lebanon OH 45036

Phone: 513-695-1114 E-mail Ben.Cliff@co.warren.oh.us

Agency Administrator: Ben Cliff

Contact Person: Ben Cliff

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about 6/24/2019 and continue until on or about 10/1/19. 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 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?
IT. Support	Aaron Crant 513-695-1873	1	16+	From: 8:00am To: 4:30pm	Yes <input checked="" type="checkbox"/> 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 I.T. Help Desk, Troubleshoot Hardware & Software problems, Move & install I.T. Related equipment and software, assist in proper disposal of IT systems

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

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

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

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

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

work is not affected by weather.

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]
Signature of Worksite Administrator/Title

6/7/19
Date

[Signature]

6/11/19
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.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0766

Adopted Date June 18, 2019

APPROVE AND ENTER INTO A COOPERATIVE AGREEMENT WITH THE WARREN COUNTY PORT AUTHORITY RELATIVE TO THE PASS THROUGH FUNDS FOR SINCLAIR COMMUNITY COLLEGE

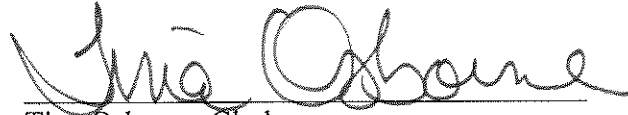
BE IT RESOLVED, to approve and enter into a cooperative agreement with the Warren County Port Authority relative to pass through funds for Sinclair Community College; said agreement attached hereto and made a part hereof.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Warren County Port Authority
Economic Development (file)
OMB

COOPERATIVE AGREEMENT

I. Parties

The parties to this Cooperative Agreement are the Warren County Board of County Commissioners, (hereinafter "COUNTY"), and the Warren County Port Authority (hereinafter "PORT AUTHORITY").

II. Authorization

This Cooperative Agreement is authorized pursuant to the provisions of Ohio Revised Code §§ 307.15 and 4582.25 (A).

III. Purpose

The purpose of this Cooperative Agreement is to set forth the terms and conditions pursuant to which the parties shall cooperate upon the project described upon Exhibit "A" attached hereto (hereinafter the "PROJECT").

IV. COUNTY'S Duties

The COUNTY shall perform those duties set forth upon Exhibit "B" attached hereto.

V. PORT AUTHORITY'S Duties

The PORT AUTHORITY shall perform those duties set forth upon Exhibit "C" attached hereto.

VI. Hold Harmless, Defense and Indemnification

PORT AUTHORITY does hereby agree to defend, indemnify, and hold harmless the COUNTY, its officers, employees, agents, and contractors for and from any and all claims, demands, damages, injuries, liabilities, costs, fees, attorney fees, expenses, profits, liens, commissions, actions, cause of action, suits, at law or in equity, judgments, orders and decrees as may be occasioned in executing the PROJECT.

VII. Fiduciary Duties and Obligations

PORT AUTHORITY does hereby agree to use the funds as provided for herein and shall comply with all statutory and common law of the State of Ohio including but not limited to fiduciary duties, obligations, and liabilities.

JUN 14 '19 RCVD

RECEIVED ONB00000

VIII. Term; Termination

- A. The term of this Cooperative Agreement shall be from the date hereof until final completion of the PROJECT unless terminated sooner as set forth in Item VIII (B) below.
- B. Either party may terminate this Cooperative Agreement, either with or without cause, upon fourteen (14) days written notice to the other party.
 - 1. In the event of termination hereunder, neither party shall incur additional obligations in execution of the PROJECT on or after the date of notice of termination of this Cooperative Agreement.
 - 2. Any payments or fund transfers between the parties which are provided for this in this Cooperative Agreement shall be prorated to the date of termination or used to pay obligations incurred prior to notice of termination.
 - 3. Termination of this Cooperative Agreement by either party shall not relieve PORT AUTHORITY of its obligations to defend, indemnify, and hold harmless as set forth in Item VI above.

IX. Notices

- A. All notices required or permitted by this Cooperative Agreement shall be given in writing and by certified mail addressed as set forth in Item IX(C) below unless a party gives the other party notice to address notices differently.
- B. All notices shall be deemed complete upon the date of delivery as evidenced by the certified mail return receipt, unless delivery was refused or unclaimed or the party to whom notice is directed intentionally avoids delivery or delays receipt of such notice, in which case notice will be deemed complete as of the date of mailing.

Notices shall be addressed as follows:

- 1. To the COUNTY:
Warren County Board of County Commissioners
Attn: County Administrator
406 Justice Drive
Lebanon, Ohio 45036

2. To the PORT AUTHORITY:
Warren County Port Authority
c/o Warren County Economic Development
Attn: Martin Russel, Executive Director
406 Justice Drive
Lebanon, Ohio 45036

X. Complete Agreement; Counterparts; Modifications; Binding Effect

- A. This writing constitutes the complete Cooperative Agreement between the parties and all statements, negotiations or representations, oral or otherwise, not incorporated herein and which tend to modify, contradict, or supplement this Cooperative Agreement are of no force and effect.
- B. This Cooperative Agreement shall not be modified except in writing and signed by the parties hereto.
- C. This Cooperative Agreement shall be binding upon the successors or the parties hereto.

XI. PORT AUTHORITY'S Execution

IN EXECUTION WHEREOF, the Warren County Port Authority has caused this Agreement to be executed by Martin Russel, whose title is Executive Director, on the date stated below, pursuant to a resolution or consent action authorizing such act, a copy of which is attached hereto.

WARREN COUNTY PORT AUTHORITY

SIGNATURE:

Martin Russel

PRINT NAME:

Martin Russel

TITLE:

Executive Director

DATE:


6/14/2019

XII. COUNTY'S Execution

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this Agreement to be executed by Tom Grossmann, its President, on the date stated below, pursuant to Resolution Number 19-0766, dated 6/18/19.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE:



PRINT NAME:

David Young

TITLE:

Vice President

DATE:

6/18/19

APPROVED AS TO FORM:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

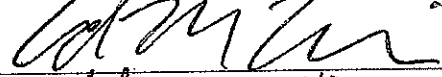
 6/18/19
By: Adam M. Nice

EXHIBIT "A"

The Project: Financial contribution toward the enhancement of education through the Sinclair Community College, to wit:

Financial assistance of \$100 per student taking twelve (12) or more credit hours per semester or a total of \$50 per student taking less than twelve (12) credit hours per semester will be applied to a student's tuition costs if the following two criteria are met:

- (i) the student must be enrolled at the Sinclair College Courseview Campus, 5386 Courseview Drive, Mason, OH 45040, and
- (ii) the student must be a resident of Warren County at least 30 days prior to enrolling at the Sinclair College Courseview Campus, and they must maintain their residency during that quarter/semester in which the County is underwriting the financial assistance.

The financial assistance will be automatic by virtue of enrollment. There will be no application required of the student. The Sinclair Community College District will apply the contribution automatically to each student's tuition upon verification that the aforementioned criteria are met.

The rationale for differentiating in the contribution is to encourage students to take twelve (12) or more credit hours.

EXHIBIT "B"

COUNTY Duties:

The County shall pay the following sums, as indicated by calendar year, to the Warren County Port Authority to be disbursed within thirty (30) days of receipt to the Sinclair Foundation for the enhancement of education of student of the Sinclair Community College District, Courseview Campus, as provided in Exhibit "A."

2019: \$56,200

EXHIBIT "C"

PORT AUTHORITY Duties:

PORT AUTHORITY shall enter into a written agreement acceptable to the COUNTY with the SINCLAIR FOUNDATION, 444 West Third Street, Dayton, OH 45402-1460 that obligates SINCLAIR FOUNDATION to utilize the financial contributions provided for in EXHIBIT "B" in accordance with the Project as specifically set forth in EXHIBIT "A."

PORT AUTHORITY shall budget for the receipt of the funds each year and in such amounts as itemized in Exhibit "B," and further appropriate and expend such public funds by disbursing the same annually within thirty (30) days of receipt to SINCLAIR FOUNDATION. This obligation of disbursement within thirty (30) days of receipt in each calendar year from county shall be incorporated into the written agreement between PORT AUTHORITY and SINCLAIR FOUNDATION as set forth above.

PORT AUTHORITY agrees to return to the COUNTY any amount disbursed in accordance with this Agreement but not used on the Project as described in Exhibit "A." Upon request from the COUNTY, the PORT AUTHORITY also agrees to provide an accounting of all funds granted under this agreement.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0767

Adopted Date June 18, 2019

AMEND THE CONTRACT BETWEEN THE WARREN COUNTY COMMISSIONERS AND ABS BUSINESS PRODUCTS, nka DONNELLON MCCARTHY ENTERPRISES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

NOW THEREFORE BE IT RESOLVED, to Amend the Contract between the Warren County Commissioners and Donnellon McCarthy Enterprises on behalf of Warren County Department of Human Services; copy of contract attached hereto and made a part hereof:

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

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

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Donnellon McCarthy Enterprises
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
DONNELLON MCCARTHY ENTERPRISES**

WHEREAS, a Vendor Contract (Lease Agreement) was entered into on April 15, 2014 through Resolution Number 14-0569 and effective May 1, 2014 and a further Resolution 14-1193 was Adopted on August 5, 2014 and May 9, 2017 Resolution 17-0710 which incorporates the State and Local Government addendum between the Warren County Board of Commissioners on behalf of the Warren County Department of Job and Family Services, Division of Human Services (WCDJFS) and ABS Business Products nka Donnellon McCarthy Enterprises., Inc. (hereinafter jointly referred to as "Parties") and,

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

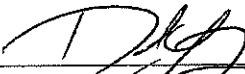
- 1) The original lease agreement included (3) Toshiba Multi-Function Copiers with terms and payment scheduled at 63 payments of \$269.00 as well as a Maintenance Agreement billed separately. The contract was effective from May 1, 2014- July 31, 2019 Resolution # 14-0569.
- 2) Amend the contract to include the previously contracted three (3) Toshiba Multi-Function Copiers and add an additional three (3) Toshiba E-Studio 3508A Multi-Function Copiers for a total of six (6) leased Toshiba E-Studio Multi-Function Copiers and a Maintenance Agreement that covers all six (6) Copiers for a total monthly cost of \$668.00.

NOW, THEREFORE, the Parties agree to:

- 1) Amend the contract effective August 1, 2019- July 31, 2024. (3) current Toshiba Multi-Function Copiers and to upgrade to (3) Toshiba Multi-Function Copiers for a total of (6) Multi-Function Copiers. For 60 payments or 5 years at a monthly payment of \$699.00.

All other aspects of the Contract shall remain as entered into on May 9, 2017 Resolution # 17-0710, May 1, 2014 and adopted on April 15, 2014 Resolution # 14-0569 and August 5, 2014 Resolution # 14-1193 by the Warren County Board of Commissioners.

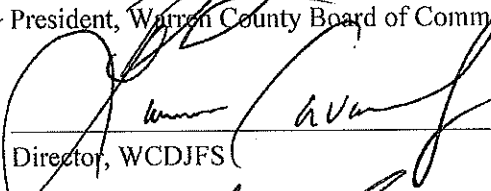
WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



Vice President, Warren County Board of Commissioners

6/18/19


Date



Director, WCDJFS

6/12/19


Date



Donnellon McCarthy Enterprises, Inc.

06.12.2019

Date



Keith Anderson, Assistant Prosecutor

6-10-19

Date



Document Management Agreement

APPLICATION NO.

AGREEMENT NO.

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

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

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT. Includes entry for (3) TOSHIBA E-3518A W/PRINT/SCAN/FAX/STAPLE.

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Form with fields for 60 Payments* of \$ 699, Payment includes 15,000 B&W prints per month, and a SIGN HERE stamp with an arrow pointing to the signature area.

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

OWNER ACCEPTANCE

Signature line for Donnellon McCarthy Enterprises, Inc. with fields for SIGNATURE, TITLE, and DATED (06.12.2019).

CUSTOMER ACCEPTANCE

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

Signature line for Warren County with fields for SIGNATURE, TITLE (Director), DATED (6/7/2019), and PRINT NAME (Laren V. Cavanaugh).

DELIVERY & ACCEPTANCE CERTIFICATE

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

Signature line for Customer with a large 'X' in the signature box and fields for CUSTOMER (as referenced above), SIGNATURE, TITLE, and ACCEPTANCE DATE.

TERMS AND CONDITIONS

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

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

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

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNIFY, LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and limit such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(ies). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to .0036 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any loss. If a loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a loss. ~~WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY~~

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

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, liquidates, liquidates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. ~~If you are in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available in us under the UCC and any other law and we may require that you immediately ceasing any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, NOT OR OMISSION BY ANYONE.~~ Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-509 through 522 of the UCC. ~~Interests charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.~~

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

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

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

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

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

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

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee up to \$5.00 per asset to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages/prints shown on page 1 for each applicable page/print type. Regardless of the number of pages/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered type. Pages/prints made on equipment marked as not financed under this Agreement will be included in determining your page/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # _____, between **WARREN COUNTY**, as Customer and **Donnellon McCarthy Enterprises, Inc.**, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

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

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

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

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

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

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

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

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

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

~~Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."~~

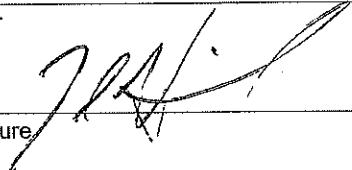
Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

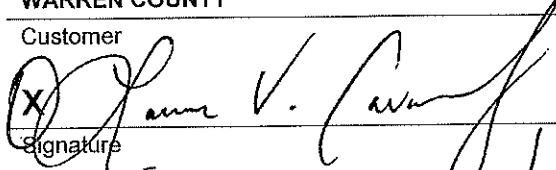
Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available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

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

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

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Donnellon McCarthy Enterprises, Inc.
Lessor

Signature
STRATEGIC ACCT MGR. 06.12.2019
Title Date

WARREN COUNTY
Customer
 
Signature
Director
6/7/2019
Title Date

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

OHIO FISCAL OFFICER CERTIFICATE

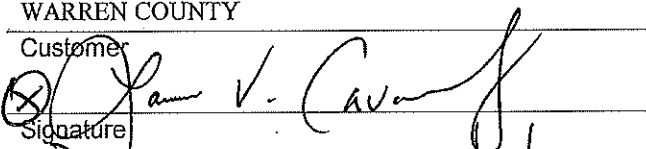
AGREEMENT #

Re: Lease Agreement # _____, between WARREN COUNTY, as Customer and DONNELON MCCARTHY ENTERPRISES, as Lessor.

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

WARREN COUNTY

Customer



Signature

Director

Title

6/7/2019

Date

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

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

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

Resolution

Number 17-0710

Adopted Date May 09, 2017

AMEND THE CONTRACT WITH (ABS BUSINESS PRODUCTS) NOW KNOWN AS DONNELLON MCCARTHY ENTERPRISES ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, an amendment is needed to the contract (approved 04/15/14 resolution #14-0569) to include three additional copiers; and

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

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


Mr. Grossmann – yea

Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 9th day of May 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A – Donnelon McCarthy Enterprises (fka ABS Business Products)
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
DONNELLON MCCARTHY ENTERPRISES**

WHEREAS, a Vendor Contract (Lease Agreement) was entered into on April 15, 2014 through Resolution Number 14-0569 and effective May 1, 2014 and a further Resolution 14-1193 was Adopted on August 5, 2014 which incorporates the State and Local Government addendum between the Warren County Board of Commissioners on behalf of the Warren County Department of Job and Family Services, Division of Human Services (WCDJFS) and ABS Business Products nka Donnellon McCarthy Enterprises., Inc. (hereinafter jointly referred to as "Parties") and,

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

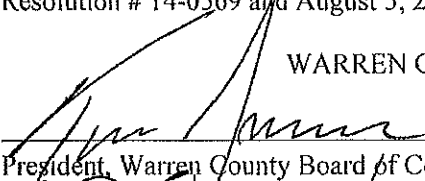
- 1) The original lease agreement included (3) Toshiba Multi-Function Copiers with terms and payment scheduled at 63 payments of \$269.00 as well as a Maintenance Agreement billed separately. The contract was effective from May 1, 2014- July 31, 2019 Resolution # 14-0569.

NOW, THEREFORE, the Parties agree to:

- 1) Amend the contract to include the previously contracted three (3) Toshiba Multi-Function Copiers and add an additional three (3) Toshiba E-Studio 3508A Multi-Function Copiers for a total of six (6) leased Toshiba E-Studio Multi-Function Copiers and a Maintenance Agreement that covers all six (6) Copiers for a total monthly cost of \$668.00. Monthly payment includes \$20,000 B&W prints per month with an excess charge billed quarterly at \$0.0095 per B&W print and the Maintenance Agreement for all six (6) leased copiers included in the one monthly payment of \$668.00.

All other aspects of the Contract shall remain as entered into on May 1, 2014 and adopted on April 15, 2014 Resolution # 14-0569 and August 5, 2014 Resolution # 14-1193 by the Warren County Board of Commissioners.

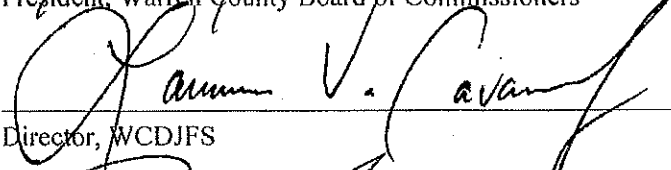
WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES



President, Warren County Board of Commissioners

5/9/17


Date



Director, WCDJFS

4/5/2017

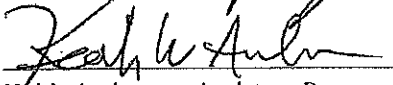
Date



Donnellon McCarthy Enterprises, Inc.

4/10/2017

Date



Keith Anderson, Assistant Prosecutor

3-29-17

Date



APPLICATION NO.

AGREEMENT NO.

4141 Turrill Street • Cincinnati, OH 45223 • Phone: 513.681.5617 • Fax: 513.681.3787

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

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
WARREN COUNTY			416 SOUTH EAST STREET	
CITY	STATE	ZIP	PHONE	FAX
CEBANON	OH	45036	(513) 695.1420	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
HUMAN SERVICES DEPARTMENT				
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
(3) TOSHIBA E-STUDIO 3508A w/PRINT/SCAN/FAX/STAPLE		

See the attached Schedule A See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

60 Payments* of \$ 668⁰⁰ The rent contract payment ("Payment") period is monthly unless otherwise indicated. *plus applicable taxes

Payment includes 20,000 B&W Prints per month Excess Charges billed quarterly at \$ 0.0095 per B&W print*

Payment includes N/A Color Prints per month Excess Charges billed quarterly at \$ N/A per Color print*

By signing here, you agree that maintenance, service and supplies are not included in this Agreement.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Donnellon McCarthy Enterprises, Inc.

OWNER President 4/10/17

SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

WARREN COUNTY Director 4/14/17

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

FEDERAL TAX I.D. # PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

 Director 4/6/17

CUSTOMER (as referenced above) SIGNATURE TITLE DATE OF DELIVERY

29033 Page 1 of 2 , Tom Grossmann, President

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If maintenance, service and supplies are not included, this Agreement will start on the date we pay the Supplier and interim rent/late adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will automatically renew for 12-month term(s) unless you send us written notice between 90 and 150 days before the end of any term of your intent to return all of the Equipment at the end of such term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing or filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee up to \$99.50, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; OWNERSHIP:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 of your intent to return the Equipment prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair, and if the Equipment is not received within (15) days after the end of the term of this Agreement you agree to continue paying monthly Payments and all other amounts due hereunder until the Equipment is received by us. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. We own the Equipment. However, if this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION, INSURANCE, INDEMNITY, LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with no co-loader's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 30 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place coverage on the Equipment, we will treat you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance, or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on either program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment, although we reserve the right to control the defense and to select or approve defense counsel. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Agreement to be correct or caused by your acts or omissions inconsistent with such assumption of this Agreement. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance contracts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender/lessor, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. If you are ever in default of our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and alternatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us (including in the event of a recall); and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set off against any of your liabilities to us any money, including depository or other balances, owed by us to you, whether or not due, in the event of any dispute or enforcement of rights under this Agreement or associated agreement, you agree to pay our reasonable attorney's fees (including any incurred before or after trial) on appeal or in any other proceeding, actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of possession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement's enforceability is governed by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-506 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof including, but not limited to, compiled, reviewed, management prepared or audited interim or annual financial statements. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. You agree that cash and cash equivalents are not acceptable forms or payments for this Agreement. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS, BY SIGNING THIS AGREEMENT.

9. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THIS AGREEMENT, THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

10. **LAW, JURY WAIVER: Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

11. **MAINTENANCE AND SUPPLIES:** Unless you acknowledge your waiver of the maintenance, service and supply provisions of this paragraph by signing in the space provided on page 1, the charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile drums and toner cartridges must be purchased separately. Color toner and developers, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by you. We may charge you a supply freight fee up to \$5.00 per asset to cover our costs of shipping supplies to you.

12. **EXCESS CHARGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. You also agree to pay us the applicable Excess Charges or Excess Print Charges, plus applicable taxes, ("Excess Charges") for each metered image that exceeds the applicable included prints. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the Excess Charges that exceeds the number of prints originally designated in this Agreement by a maximum of 15% of the existing Payment or Excess Charges, as applicable.

13. **UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.



AGREEMENT NO.

STATE AND LOCAL GOVERNMENT ADDENDUM



Addendum to Agreement # , dated , between , as Customer and Donnellon McCarthy Enterprises, Inc., as Lessor.

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

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

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

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

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

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

A.V.C 3/27/17

~~Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."~~

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

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

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

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

A.V.C 3/27/17

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Donnellon McCarthy Enterprises, Inc.

Lessor

Signature

Title

Date

WARREN COUNTY

Customer

Signature

Title

Date

Tom Grossmann, President

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT #

Re: Lease Agreement # , between , as Customer and , as Lessor.

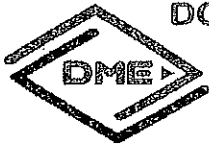
The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or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

WARREN COUNTY
Customer
Signature
Director
Date
4/6/17

Signature
TOM GROSSMANN, PRESIDENT

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

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



Sales Order Agreement

Bill To Warren Co Human Services 116 S East St Lebanon OH 45036-2378 Billing Contact: Lauren Cavanaugh Phone/Fax: (513) 695-1461	Ship To Warren Co Human Services 416 S East St Lebanon OH 45036-2378 Contact: Lauren Cavanaugh Phone/Fax: (513) 695-1461
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Quantity	Product #	Description
3	e-studio3508A	35PPM DIGITAL MONOCHROME MFP
3	MR4000	DSDF Document Feeder (5005AC/5008A Series)
3	GD1370	Fax Unit / Second Line Fax Unit
3	MJ1042	Inner Finisher
3	KD1059LT	Large Capacity Feeder
3	Surge Protector	Surge Protector

Comments/Special Instructions Monthly payment includes 20,000 B/W pages shared amongst all Toshiba machines with additional pages billed at 0.0095 cents per page.	Monthly Payment \$668.00 Sales Tax \$0.00 Delivery/Installation INCLUDED TOTAL MONTHLY AMOUNT \$668.00
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Special Payment Terms
 Additional Fees may apply to Credit Card Transactions
Maintenance Agreement INCLUDED Yes No

Customer will accept and pay for the merchandise and/or services listed above. By executing this agreement, I acknowledge that I have read and understand this agreement and certify that I am authorized to execute this agreement on behalf of customer.

Customer Acceptance or Purchase Order Number		
Authorized Signature or PO #	Date	Print Name
X	X 3/24/17	Lauren Cavanaugh

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

Resolution

Number 14-0569

Adopted Date April 15, 2014

APPROVE AND ENTER INTO A CONTRACT WITH ABS BUSINESS PRODUCTS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

NOW THEREFORE BE IT RESOLVED, to approve and enter into a Contract with ABS Business Products, on behalf of the Warren County Department of Human Services, for the lease of 3 copiers for a total of 63 months at \$269 per month for the time period beginning May 1, 2014 and terminating on July 31, 2019; copy of contract attached hereto and made a part hereof.

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

Mr. Young - yea
Mrs. South - yea
Mr. Ariss - yea

Resolution adopted this 15th day of April 2014.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - ABS Business Products
Human Services (file)



Document Management Agreement

APPLICATION NO.

AGREEMENT NO.

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to ABS Business Products, Inc.

CUSTOMER INFORMATION

Customer information fields: FULL LEGAL NAME (WARREN COUNTY), STREET ADDRESS (416 SOUTH EAST STREET #1), CITY (LEBANON), STATE (OHIO), ZIP (45036), PHONE ((513) 695-1420), BILLING NAME (HUMAN SERVICES DEPARTMENT), EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Equipment description table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER. Includes three Toshiba E-255 and E-45K copiers.

APPROVED AS TO FORM
Keith W. Anderson
Asst. Prosecuting Attorney

See the attached Schedule A See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

Term and payment schedule fields: 63 Payments of \$ 269.00, Payment includes B&W Prints per month, Excess Charges billed monthly at \$ 0.00 per B&W print.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

Owner acceptance fields: ABS Business Products, Inc. SIGNATURE (Joe Schaffner), TITLE (VP OPERATIONS), DATED (7-18-14).

CUSTOMER ACCEPTANCE

Customer acceptance fields: WARREN COUNTY CUSTOMER (as referenced above), SIGNATURE (Pat South), TITLE (DIRECTOR), DATED (4/2/14), PRINT NAME (PAT SOUTH, PRESIDENT).

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Acceptance of delivery signature line: CUSTOMER (as referenced above), SIGNATURE (X), TITLE, DATE OF DELIVERY.

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain leased software and services ("Financed Items"), which are included in the word "Equipment" unless separately stated, all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If maintenance, service and supplies are not included, this Agreement will start on the date we pay the Supplier and interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will automatically renew for 12-month terms unless you send us written notice between 60 and 160 days before the end of any term of your intent to return all of the Equipment at the end of such term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing or filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an original invoice for up to \$33.50, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any late, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; OWNERSHIP:** At our expense, you agree to keep the Equipment (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 of your intent to return the Equipment prior to the expiration or termination of this Agreement's term, you will return all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair, and if the Equipment is not received within (15) days after the end of the term of this Agreement you agree to continue paying monthly Payments and all other amounts due hereunder until the Equipment is received by us. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. We own the Equipment. However, if this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION, INSURANCE, INDEMNITY, LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against theft and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and term such insurance carrier so shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy will provide for 30 days advance written notice to us of any modification or cancellation. You agree to provide us with copies of all policies and other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you may (1) obtain property loss insurance on the Equipment from a carrier of our choosing in each state and amount as we deem reasonable to protect our interests, if we place insurance on the Equipment we will name you as an insured and your interests may not be fully protected. We cover insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance in compliance and on insurance for which we would be a profit to us through our investment in reinsurance; or (2) charge you a monthly property damage surcharge of up to 0.03% of the Equipment cost as a result of our risk and administrative and other costs, we would be further described on a letter from us to you. We may make a profit on other programs. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, use, maintenance, inspection, removal, return or storage of the Equipment, although we reserve the right to defend and to settle or approve defense counsel. You agree to indemnify us for the loss of any third-party income tax benefits resulting from the failure of any assumption in this Agreement to be correct or covered by your acts or omissions inconsistent with such assumption of this Agreement. You are responsible for the risk of loss or any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any late rent to the end of the term plus the estimated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, in our option, against any loss or damage. You authorize us to sign on your behalf and appoint us to your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT,** without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights, remedies and obligations that we have to you. You agree that the new Owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in creating any documentation reasonably required by us or our assignee to enforce its obligations. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender/lessor; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, declares or terminates insolvency; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 30 days late, you agree to pay a late charge of 10% of the Payment which is late or if late, the maximum charge allowed by law. If you are over 60 days in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any late Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 42% per year. Consequently and cumulatively, we may also use any or all of the remedies available to us under Article 2A and 9 of the UCC and any other law, including requiring that you (1) return the Equipment to us (according to the conditions hereby); and (2) immediately stop using any financed items. In addition, we will have the right, in whole or in part, to set off against any of your indebtedness to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, or appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be applied against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES FOR ANY DEFAULT, NON-OBSERVANCE BY US.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Consumer Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-509 through 522 of the UCC. If interest is charged or collected in excess of the maximum lender rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof including, but not limited to, compiled, reviewed, management prepared or audited interim or annual financial statements. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FIXED OR SCANNED DOCUMENTS, MISC:** You agree to submit the original duly signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, fax or e-mail address, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may have access fees from your provider. You agree that cash and cash equivalents are not acceptable forms or payments for this Agreement. **TO HELP THE GOVERNMENT FIGHT THE FINANCING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS, BY SIGNING THIS AGREEMENT.**

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED ANY ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LESSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THIS AGREEMENT, THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Owner, concerning terms and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or assignee has its principal place of business and waive the defense of inconvenient forum. For any action relating to or arising out of this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY. This agreement will be governed by and construed in accordance with the law of the state of Ohio with jurisdiction and venue set in Warren County, Ohio.

11. **MAINTENANCE AND SUPPLIES:** Unless you acknowledged your waiver of the maintenance, service and supply provisions of this paragraph by signing in the space provided on page 1, the charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Fesckmiko drums and toner cartridges must be purchased separately. Color toner and developer, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee up to \$5.00 per case to cover our costs of shipping supplies to you.

12. **EXCESS CHARGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. You also agree to pay us the applicable Excess Charges or Excess Print Charges, plus applicable taxes, ("Excess Charges") for each metered image that exceeds the applicable included prints. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the Excess Charges that exceeds the number of prints originally designated in this Agreement by a maximum of 15% of the existing Payment or Excess Charges, as applicable.

13. **UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

Accepted
Accepted



Document Management Agreement

APPLICATION NO.

AGREEMENT NO.

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to ABS Business Products, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME: WARREN COUNTY STREET ADDRESS: 416 SOUTH EAST STREET #1

CITY: LEBANON STATE: OHIO ZIP: 45036 PHONE: (513) 695-1420 FAX:

BILLING NAME (IF DIFFERENT FROM ABOVE): HUMAN SERVICES DEPARTMENT BILLING STREET ADDRESS:

CITY: STATE: ZIP: E-MAIL:

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
(1) TOSHIBA E-255 w/PRINT/SCAN/FAX/STAPLE		
(1) TOSHIBA E-355 w/PRINT/SCAN/FAX/STAPLE		
(1) TOSHIBA E-455 w/PRINT/SCAN/FAX/STAPLE		

APPROVED AS TO FORM

 Keith W. Anderson
 Asst. Prosecuting Attorney

See the attached Schedule A See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

63 Payments* of \$ 269⁰⁰ The rent contract payment ("Payment") period is monthly unless otherwise indicated. *plus applicable taxes

Payment includes 0 B&W Prints per month Excess Charges billed monthly at \$ 0 per B&W print*

Payment includes 0 Color Prints per month Excess Charges billed monthly at \$ 0 per Color print*

By signing here, you agree that maintenance, service and supplies are not included in this Agreement.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

ABS Business Products, Inc. SIGNATURE: TITLE: DATE:

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

WARREN COUNTY SIGNATURE: TITLE: Director DATE: 4/2/14

CUSTOMER (as referenced above) SIGNATURE: TITLE: PAT SOUTH, PRESIDENT

FEDERAL TAX I.D. # PRINT NAME:

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

X SIGNATURE: TITLE: DATE OF DELIVERY:

CUSTOMER (as referenced above)

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to license certain licensed software and services ("Third-Party"), which are included in the word "Equipment" (unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certificate) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. If maintenance, service and supplies are not included, this Agreement will start on the date we pay the Supplier and interim rent due adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will automatically renew for 12-month terms unless you send us written notice between 90 and 180 days before the end of any term of your intent to return all of the Equipment at the end of each term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing or filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee up to \$93.00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; OWNERSHIP:** At your expense, you agree to keep the Equipment (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 of your intent to return the Equipment prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in a safe and sound condition, all working order and complete repair, and if the Equipment is not received within (15) days after the end of the term of this Agreement you agree to continue paying monthly Payments and all other amounts due hereunder until the Equipment is received by us. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. We own the Equipment. However, if this Agreement is deemed to be a secured transaction, you grant to us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not charge your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization changes or becomes your residence.

4. **COLLATERAL PROTECTION, INSURANCE, ROBBERY, LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against theft and loss, with us as lender's loss payee, in an amount not less than the original cost until the Agreement is terminated. You also agree to obtain a general liability insurance policy with such coverage and from such insurer as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy will provide for 30 days advance written notice to us of any modification or cancellation. You agree to provide us with copies of or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (1) insure property loss coverage on the Equipment from a carrier of our choosing in such form and amounts as we deem reasonable to protect our interests. If we place coverage on the Equipment, we will name you as the insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an amount for the higher premium to profit to us through an investment in reinsurance or (2) charge you a monthly property damage charge of up to 0.05% of the Equipment cost as a result of an accident and deductible and other costs, as would be further described on a letter from us to you. We may make a profit on our reinsurance program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR COLLATERAL PROTECTION ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, use, condition, inspection, removal, return or storage of the Equipment, although we reserve the right to control the defense and to settle or approve defense counsel. You agree to indemnify us for the loss of any UCC-1 financing statement resulting from the failure of any assignment on this Agreement to be correct or covered by your acts or omissions hereunder with such completion of this Agreement. You are responsible for the theft of loss or for any destruction or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay us the agreed balance of this Agreement, including any late fees, at the end of the term plus the estimated residual value of the Equipment (not discounted at 20%). Any proceeds of insurance will be paid to us and credited to your obligation against any loss or damage. You authorize us to sign on your behalf and appoint us your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and remedies as we have under this Agreement. You agree that the new Owner will not be subject to any claims, defenses, or effects that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender/lessor; (b) you make or have made any false statement or misrepresentation to us; (c) you or any guarantor dies, dissolves or terminates existence; (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition; or (e) any guarantor defaults under any guaranty for this Agreement. If any event of default occurs then 5 days later, you agree to pay a late charge of 40% of the Payment which is late or if late, the maximum charge allowed by law. If late or due in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any late Payments at the end of the term plus the anticipated residual value of the Equipment (not discounted at 20%). We may recover default interest on any unpaid amount at the rate of 12% per year. Community and commercial law may also use any or all of the remedies available to us under Article 9 and 10 of the UCC and any other law, including requiring that you (1) return the Equipment to us (according to the conditions hereof) and (2) immediately stop using any financed items. In addition, we will have the right, immediately and without notice or other action, to set off against any of your liabilities to us any money, including depositary account balances owed by us to you, whether or not due, in the event of any default or non-payment of this Agreement or any related agreement, you agree to pay our reasonable attorney's fees including any incurred before or after trial, in support of any oral proceeding, trial court costs and any other costs for costs, including any collection agency fee, if we have to take possession of the Equipment; you agree to pay the costs of repossession, towing, storage, repair and sale. The net proceeds of the sale of any Equipment will be applied against what you owe us under this Agreement. **WE AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY GROSS EARNINGS, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACTION OR NEGLIGENCE BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a consumer loan as defined by Article 9 of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 24-306 through 24-322 of the UCC; if interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and initial performance of the terms hereof including, but not limited to, compiled, reviewed, management prepared or audited financial or annual financial statements. Unless otherwise accepted by us, such financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. **FIXED OR SCANNED DOCUMENTS, MISC:** You agree to submit the original duty-stamped documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, fax or e-mail, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, pre-recorded or artificial voice messages, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may have costs billed from your provider. You agree that cash and cash equivalents are not acceptable forms of payments for this Agreement. **TO HELP THE GOVERNMENT FIGHT THE FLOWING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS, BY SIGNING THIS AGREEMENT.**

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THIS AGREEMENT, THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

10. **LAW, JURY WAIVER:** ~~Agreements, promises and commitments made by Owner concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement on the part of the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.~~ *This agreement will be governed by and construed in accordance with the law of the state of Ohio with jurisdiction and venue given to the Warren County, Ohio*

11. **MAINTENANCE AND SUPPLIES:** Unless you acknowledge your waiver of the maintenance, service and supply provisions of this paragraph by signing in the space provided on page 1, the charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustments, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile drums and toner cartridges must be purchased separately. Color toner and developer, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned by you. We may charge you a supply freight fee up to \$5.00 per set to cover our costs of shipping supplies to you.

12. **EXCESS CHARGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. You also agree to pay us the applicable Excess Charge or Excess Print Charge, plus applicable taxes, ("Excess Charge") for each metered image that exceeds the applicable included price. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the Excess Charge that exceeds the number of prints originally designated in this Agreement by a maximum of 15% of the existing Payment or Excess Charge, as applicable.

13. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR PRINT VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, provided on a 30-day calendar month, and will be added to your first monthly Payment.



MAINTENANCE AGREEMENT

10855 Medaillon Dr
 Cincinnati, OH 45241
 Phone: (513)769-7800 Fax: (513)769-7600

Agreement Number:

Sales Rep.	Josh Harnish
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Contract Term:

Beginning	UPON INSTALL
Ending	

CUSTOMER INFORMATION SHIP TO:			CUSTOMER INFORMATION BILL TO:		
COMPANY NAME WARREN COUNTY HUMAN SERVICES			COMPANY NAME (SAME)		
ADDRESS 416 S EAST ST #1			ADDRESS		
CITY, STATE LEBANON, OHIO			CITY, STATE		
Zip Code 45036			Zip Code		
PHONE # (513) 695.1420			PHONE #		
FAX #			FAX #		
CONTACT NAME LAUREN CAVANAUGH			CONTACT NAME		
EMAIL ADDRESS			EMAIL ADDRESS		
MODEL	DESCRIPTION	SERIAL NUMBER	# OF COPIES	CPC	TOTAL
E-255	TOSHIBA DIGITAL			0.0095	
E-355	TOSHIBA DIGITAL			↓	
E-455	TOSHIBA DIGITAL			↓	
ALL COPIES / PRINTS BILLED AT SAME RATES			BILLING CYCLE <input checked="" type="radio"/> MONTHLY <input type="radio"/> QUARTERLY <input type="radio"/> ANNUAL		SUBTOTAL
					OH TAX of 6.5%
					TOTAL
COPIER Maintenance & Supplies Agreement Includes: 1. LABOR <input checked="" type="checkbox"/> (Y or N) 2. PARTS <input checked="" type="checkbox"/> (Y or N) 3. SUPPLIES <input checked="" type="checkbox"/> (Y or N) 4. STAPLES <input checked="" type="checkbox"/> (Y or N)			FAX Maintenance Agreement Includes: 1. LABOR <input type="checkbox"/> (Y or N) 2. PARTS <input type="checkbox"/> (Y or N) WIDE-FORMAT Maintenance Agreement 1. LABOR <input type="checkbox"/> (Y or N) 2. PARTS <input type="checkbox"/> (Y or N) 3. PAPER ROLLS		

Indicate Billing Preferences On Content Line

COMMENTS:

CUSTOMER ACKNOWLEDGE: This agreement consisting of the terms & conditions appearing is hereby approved, accepted & executed by the respective parties, hereto on the dates set forth adjacent to their signatures. See reverse for additional terms.

X **WARREN COUNTY HUMAN SERVICES**
 Company Full Legal Name (please print)

X
 Accepted by Customer

X
 Accepted by ABS Business Products

Print Name & Title (Required)

4/2/14
 Date:

4/15/14
 Date:

For Contract Questions Please E-Mail:

b.durham@absproducts.com

APPROVED AS TO FORM

Keith W. Anderson
 Asst. Prosecuting Attorney

PAT SOUTH, PRESIDENT

Resolution

Number 14-1193

Adopted Date August 05, 2014

APPROVE AND ADOPT THE ADDENDUM TO THE CONTRACT WITH ABS BUSINESS PRODUCTS ON BEHALF OF THE WARREN COUNTY DEPARTMENT OF HUMAN SERVICES

WHEREAS, an amendment is needed to the contract (approved 04/15/14 resolution #14-0569) to include a State and Local Government addendum; and


NOW THEREFORE BE IT RESOLVED, to approve and adopt the State and Local Government Addendum; addendum attached hereto and made a part hereto.

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

Mrs. South - yea
Mr. Young - yea
Mr. Ariss - yea

Resolution adopted this 5th day of August 2014.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – ABS Business Products
Human Services (file)

STATE AND LOCAL
GOVERNMENT ADDENDUM

ABS BUSINESS PRODUCTS, INC.

AGREEMENT #

1853931

Addendum to Agreement # 1853931, dated 04.02.2014, between COUNTY OF WARREN, as Customer and ABS BUSINESS PRODUCTS, INC., as Lessor.

The parties wish to amend the above-referenced Agreement to add the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: Customer hereby represents and warrants to Lessor that: (a) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (b) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) The Agreement is in compliance with all laws applicable to Customer, including any debt limitations or limitations on interest rates or finance charges; (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; (f) Customer's exact legal name is as set forth on page one of the Agreement; and (g) Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

NON-APPROPRIATION: If either sufficient funds are not appropriated to make contracted Payments under the Agreement or (to the extent required by applicable law) the Agreement is not renewed, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after either the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) the Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

ENTIRE AGREEMENT: Customer agrees that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other document.

The parties wish to amend the above-referenced Agreement by restating the following:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest."

See amended language attached to 1/1/14

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement."

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

See amended language attached to 1/1/14

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

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

ABS BUSINESS PRODUCTS, INC.

COUNTY OF WARREN

Lessor

Customer

Signature

Signature

Title

Date

Title

Date

Joe Schaffner
VP OPERATIONS 7-18-14

Pat South
Director 6/18/2014
President, Board of County Commissioners
Date: 8-5-14

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

APPROVED AS TO FORM

Adam M. Nice

Att. Representing Attorney

ABS BUSINESS PRODUCTS
STATE AND LOCAL GOVERNMENT ADDENDUM
AGREEMENT #1853931

Amended Language Submitted by Warren County

Page Two Paragraph Two: Shall either be stricken in its entirety, or in the Alternative, Page Two Paragraph Two can be amended entirely as follows:

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

Page Two Paragraph Five shall be amended entirely as follows" "Any provision in this Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "The Agreement will be governed by and construed in accordance with the laws of the state where you are located. Both parties hereby consent to jurisdiction and venue of state or federal court in Warren County, Ohio and waive the defense of inconvenient forum."

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0768

Adopted Date June 18, 2019

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

BE IT RESOLVED, to approve and authorize the Board to enter into a contract with Community Mental Health Centers of Warren County dba Solutions Community Counseling and Recovery Centers) on behalf of Warren County Human Services for fiscal year 2020 in the amount of \$11,113.92; 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

The Vendor Contract, made and entered into on the 1 day of July 2019, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Department Human Services (hereinafter referred to as WCDJFS) with offices located at 416 South East Street, Lebanon, Ohio and Community Mental Health Centers of Warren County, Inc., DBA Solutions Community Counseling and Recovery Centers, referred to hereinafter as "Provider", with offices located at 975A Kingsview Drive, Lebanon, Ohio 45036.

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

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

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

The following are the terms of this Vendor Contract:

PROVISIONS OF SERVICE:

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

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

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

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

RESPONSIBILITY OF WCDJFS:

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

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

This Contract shall be effective from July 1, 2019 through and including June 30, 2020, for two (2) days per week for six (6) hours per week or three hundred-six (306) hours contracted hours. There shall be no classes the week of December 23, 2019 through and including December 27, 2019 (Christmas Week). The contract may be extended through June 30, 2021, if all parties agree and with Resolution passed by the Warren County Commissioners.

The cost of service shall be \$36.32 per hour or \$217.92 per week for six (6) hours of service per week. The total cost of the contract cannot exceed \$11,113.92 for the contract period of July 1, 2019 through and including June 30, 2020.

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

EQUIPMENT:

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

ASSIGNMENT AND SUBCONTRACTING:

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

RELATIONSHIP:

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

EQUAL OPPORTUNITY/NON-DISCRIMINATION:

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

TERMINATION:

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

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

MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment. Any amendment or modification must be in writing, signed by both parties and not effective until a Resolution is passed by the Warren County Board of Commissioners approving the amendment or modification.

CONTRACT MONITORING:

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

GOVERNING LAW:

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

COMPLIANCE:

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

CONFIDENTIALITY OF INFORMATION:

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

RESOLUTION OF DISPUTES:

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

INDEMNIFICATION:

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

ENTIRE CONTRACT:

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

NOTICES:

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


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

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

TERMS:

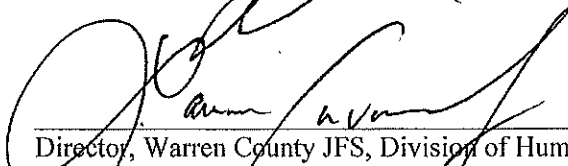
The Contract terms shall be effective from July 1, 2019 through and including June 30, 2020.

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



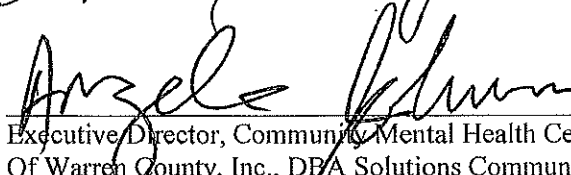
Warren County Board of County Commissioners

6/18/19
Date



Director, Warren County JFS, Division of Human Services


6/3/2019
Date



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

6-3-19
Date

APPROVED TO FORM:



Keith Anderson, Assistant Prosecutor

5-31-19
Date

Cavanaugh, Lauren V

From: Cavanaugh, Lauren V
Sent: Wednesday, May 29, 2019 10:55 AM
To: Angela Johnsen
Subject: RE: Paul's Contract

Angela,

Yes, I agree to the 3%. I will send you the contract.

Lauren

From: Angela Johnsen <ajohnsen@solutionsccrc.org>
Sent: Wednesday, May 29, 2019 10:54 AM
To: Cavanaugh, Lauren V <Lauren.Cavanaugh@jfs.ohio.gov>
Cc: Michelle Box <mbox@solutionsccrc.org>
Subject: RE: Paul's Contract

I was able to review this info with our CFO. If there is any way to do 3% that would be great but if not 2% is doable.

From: Lauren.Cavanaugh@jfs.ohio.gov [<mailto:Lauren.Cavanaugh@jfs.ohio.gov>]
Sent: Friday, May 24, 2019 7:52 AM
To: Michelle Box <mbox@solutionsccrc.org>
Cc: Angela Johnsen <ajohnsen@solutionsccrc.org>
Subject: RE: Paul's Contract

Hi Angela,

I have reviewed the request for a 4% increase and based on budget at this time I can approve a 2% increase but am unable to approve the 4% increase. Please let me know if this will work.

Thank you,

Lauren

From: Michelle Box <mbox@solutionsccrc.org>
Sent: Tuesday, May 21, 2019 10:04 AM
To: Cavanaugh, Lauren V <Lauren.Cavanaugh@jfs.ohio.gov>
Cc: Angela Johnsen <ajohnsen@solutionsccrc.org>
Subject: RE: Paul's Contract

Lauren,

I apologize for taking so long to get back to you. We have been working on our annual budget and contract discussions with the mental health board as well and this got away from me. The only change that we would really be looking at is in regards to the rate. We were hoping that you would consider a 4% increase in order to cover the cost of Paul's position.

Michelle Box MSW LISW-S
Solutions Community Counseling and Recovery Centers Outpatient Director
975 Kingsview Drive
Lebanon, Ohio 45036
(513)568-4156 cell

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From: Lauren.Cavanaugh@ifs.ohio.gov <Lauren.Cavanaugh@ifs.ohio.gov>
Sent: Tuesday, May 7, 2019 8:34 AM
To: Michelle Box <mbox@solutionsccrc.org>
Cc: Angela Johnsen <ajohnsen@solutionsccrc.org>
Subject: RE: Paul's Contract

Michelle,

Absolutely! Not a problem at all.

Thank you- Lauren

From: Michelle Box <mbox@solutionsccrc.org>
Sent: Monday, May 6, 2019 10:16 AM
To: Cavanaugh, Lauren V <Lauren.Cavanaugh@ifs.ohio.gov>
Cc: Angela Johnsen <ajohnsen@solutionsccrc.org>
Subject: RE: Paul's Contract

Lauren,

Thank you! I apologize for not getting back to you sooner. I am meeting with Angela on Wednesday this week, is it ok to send you anything changes that day?

Michelle Box MSW LISW-S
Solutions Community Counseling and Recovery Centers Outpatient Director
975 Kingsview Drive
Lebanon, Ohio 45036
(513)568-4156 cell

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From: Lauren.Cavanaugh@ifs.ohio.gov <Lauren.Cavanaugh@ifs.ohio.gov>
Sent: Monday, April 29, 2019 12:27 PM

Resolution

Number 19-0769

Adopted Date June 18, 2019

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES (AGENCY) AND CENTRAL CLINIC BEHAVIORAL HEALTH (CCBH) AND CDC BEHAVIORAL HEALTH SERVICES, A DIVISION OF CCBH (PROVIDER)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding on behalf of the Department of Children Services and Central Clinic Behavioral Health and CDC Behavioral Health Services, a division of CCBH; copy of agreement is 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Central Clinic Behavioral Health (CCBH)
CDC Behavioral Health Services
Children Services (file)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Warren County Board of County Commissioners on behalf of Warren County Children Services hereinafter referred to as the "Agency," 416 S. East Street in Lebanon, OH 45036, and Central Clinic Behavioral Health (CCBH), 311 Albert Sabin Way, Cincinnati, OH 45229, and CDC Behavioral Health Services, a division of CCBH (hereinafter collectively referred to as "Provider").

WHEREAS, the Ohio Attorney General created a pilot program to serve families harmed by parental opioid abuse in southern Ohio, known as the Ohio Sobriety, Treatment, and Reducing Trauma ("Ohio START") program; and

WHEREAS, the purpose of the Ohio START program is to address childhood trauma caused by parental drug abuse and adult trauma that may have led to drug dependency through a collaborative effort between the Agency and the Provider to improve outcomes for families involved in the child protection system experiencing a primary diagnosis of substance abuse disorder ("SUD") and dealing with trauma.; and

WHEREAS, pursuant to that program, the Parties herein seek to work collaboratively as Family Teams to provide coordinated wrap-around services and intensive case management to achieve the purpose of the Ohio START program; and

WHEREAS, goals of the project are to enhance available therapeutic and drug/alcohol services that include timely assessment and access to treatment, increase parental participation in therapy/treatment, enhance available in-home services (if appropriate), reduce out of home placement of children while maintaining safety, and in the event, children are removed, reduction of time spent in placement out of the home; and

NOW, THEREFORE, the Parties, in consideration of the mutual promises, agreements and terms contained herein relating to implementation of the Ohio START program, hereby agree as follows:

I. PURPOSE OF THE AGREEMENT

The parties agree that implementation of the Ohio START program includes program-identified activities, including the use of the Used, Neglected, Cut Down, Objected Preoccupied, Emotional Discomfort ("UNCOPE") tool for rapid SUD and the Adverse Childhood Experiences ("ACES") tool for trauma screening, early access to services, which include but are not limited to same-day/next-day assessments, expedited access to mental health ("MH"), SUD, or trauma treatment, in home services (if appropriate), supports designed to engage families, increased case management conducted by a 100% dedicated Ohio START caseworker, an assigned family peer mentor for parents, and judicial oversight on cases referred to Juvenile Court.

II. AGREEMENT OBJECTIVES

The Agency will conduct the UNCOPE on all investigations opened for assessment on or after April 1, 2018. If identified as a potential Ohio START case, the 100% dedicated Ohio START caseworker will conduct the ACES trauma assessment. A team staffing which includes an agency supervisor, the Family Peer Mentor Supervisor, and Ohio START caseworker will be held to determine acceptance into the program based on scores and the participant's willingness to participate in the Ohio START program. The Provider will provide expedited MH and SUD

assessments, access to expedited treatment, and ongoing case management in the home (when identified to be appropriate) of clients referred by the Agency as specified within this MOU.

A. Access to MH/SUD services:

Once a client is accepted into the Ohio START program he or she will have a choice of service provider. If (CCBH) is selected, the Ohio START caseworker will provide and/or assist the client in completion of any intake paperwork along with releases of information and can meet the client at the Provider office. The UNCOPE and ACES tools, along with demographic/referral information, will be provided once the client signs an Ohio START Program release of information.

1. Suzy Lawson is the contact for scheduling at the CDC Middletown location of CCBH. The Ohio START Caseworker will email Suzy Lawson at lawsonsu@centralclinic.org notifying her of the need for assistance in scheduling an expedited assessment. An assessment will be scheduled within 3-5 business days.
2. Following the MH and SUD assessment, recommendations and treatment will begin within 10 business days from the date of the initial assessment.
3. Clients referred to Provider must have Medicaid or other insurance acceptable to the Provider. Assessments and treatment cannot be provided to clients unable to cover the cost of treatment through insurance or private pay.

B. Access to trauma services for children:

1. Once a child has been identified as having experienced trauma, using the Children's Trauma Assessment Center Trauma Screening Checklist (CTAC), a referral will be made for a therapeutic assessment. The Ohio START caseworker will email Suzy Lawson at lawsonsu@centralclinic.org. Assessments will be scheduled to take place within 5 business days of the referral and treatment will be accessed within 10 days of the assessment being completed.

C. Team meetings and reports:

1. Appropriate releases of information will be signed by the client, Agency, and Provider. Treatment reports from the Provider will be due to the Agency monthly (child, adult MH, or SUD). These treatment reports are due by the 15th of each month for the preceding month.
2. The Provider will appoint a designee to attend Family Team Meetings which will typically be held at approximately 30 days of the case opening, 90 days of the case opening, or convened during/after a crisis, or relapse. A crisis can be defined by the client, Agency, or Provider. In the event of a relapse, the Provider will work with the client and Agency to complete a relapse plan.

III. CONFIDENTIAL INFORMATION

The Parties understand that in the course of performing the responsibilities of the Ohio START program, Provider may have access to certain child welfare and other information from Agency which is confidential under state and federal law ("Confidential Information"). Likewise, the Parties understand that in the course of performing the responsibilities of the Ohio START program, Agency may have access to certain healthcare, drug treatment, and other information

from Provider which is considered Protected Health Information ("PHI"). For the purpose of performing the Parties' responsibilities under the Ohio START program, the Parties may have access to Confidential Information and/or PHI. This MOU establishes a process between the Parties to properly and confidentially transmit and share Confidential Information and PHI between themselves and to set forth the terms and conditions governing the information-sharing process. The Confidential Information and PHI will be transferred via an agreed upon method of transmission to include: In person meetings, telephone conversations, and written correspondence sent through the US Postal Services, secure fax or secure email.

III(A). RESPONSIBILITIES OF THE PARTIES

A. Agency agrees to do the following:

1. Transfer Confidential Information to Provider in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
2. Consult with Provider to ensure the Confidential Information is stored securely.
3. Use appropriate safeguards in storing PHI received from Provider. While Agency is not a Business Associate of Provider pursuant to the Health Information Portability and Accountability Act ("HIPAA"), Agency should undertake efforts to store information in compliance with Subpart C of 45 CFR Part 164, which includes:
 - a. Ensuring confidentiality, integrity, and availability of PHI stored both in physical and electronic form;
 - b. Protect against any reasonably anticipated threats to the security of the PHI;
 - c. Protect against any impermissible disclosures of the PHI;
 - d. Limit access to PHI to authorized employees of Agency and ensure that PHI is utilized only according to the utilized only in furtherance of the purpose of this MOU and administration of the Ohio START program as it relates to the parties herein, with an executed release;
 - e. Track who has accessed Protected Health Information;
 - f. Report to Provider any use or disclosure of Protected Health Information not permitted in the Purpose or executed release;
 - g. Protect Protected Health Information from improper alteration or destruction; and
 - h. Ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Agency agree to the same restrictions, conditions, and requirements.
4. Immediately notify the Provider of any requests for the Protected Health Information and refer the requestor of the Protected Health Information to the Provider.
5. During performance of this Agreement and for a period of six (6) years after its completion, Provider shall maintain auditable records of all records pertaining to this Agreement and shall make such records available to Agency as Agency may reasonably require.
6. Obtain an executed Ohio START release, in the form attached hereto as Exhibit A, as well as a release from the Provider, in the form attached hereto as Exhibit B from the

clients who are eligible and selected to participate in the Ohio START program and store the executed releases in a secure manner.

7. Actively participate in the Ohio START program evaluation performed by The Ohio State University College of Social Work and the Ohio University Voinovich School of Leadership and Public Affairs.
- B. The Agency point of contact shall be Shawna Barger, Deputy Director, #513-695-1699, shawna.barger@jfs.ohio.gov.
- C. The Provider agrees to do the following:
1. Transfer Protected Health Information to Agency in a secure manner as mutually agreed upon by the Parties, for example through an encrypted file sharing service.
 2. Consult with Agency to ensure the Protected Health Information is stored securely.
 3. Use appropriate safeguards in storing Confidential Information received from Agency. Provider must ensure the access and protection of the Confidential Information is in compliance with all state and federal laws that govern the protection of child welfare data, including, but not limited to those set forth in Exhibit C attached hereto and updated as of March 2017, as may be amended or supplemented from time to time.
 4. Only use the Confidential Information for the Purpose and for no other reason.
 5. Protect the confidentiality of the Confidential Information in the same manner it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.
 6. Restrict access to the Confidential Information to Provider personnel engaged in a use permitted by this MOU, provided such personnel are individually bound by obligations of confidentiality similar to the terms of this MOU.
 7. Immediately notify the Agency of any known or suspected unauthorized disclosure of the Confidential Information.
 8. Return and/or destroy any Confidential Information transferred to Provider by Agency upon the termination or expiration of this MOU.
 9. Immediately notify the Agency of any requests for the Confidential Information and refer the requestor of the Confidential Information to the Agency.
- D. The Provider point of contact for CDC Behavioral Health Services shall be Suzy Lawson at 513-737-1247 or at lawsonsu@centralclinic.org. Back up contact is LaGenna Thompson at 513-868-4868 or at thompsla@centralclinic.org.

III(B). OWNERSHIP OF CONFIDENTIAL INFORMATION AND LIABILITY

- A. The Parties agree that the Confidential Information provided under this MOU is and will remain the property of the Agency.

- B. The Parties agree that the Protected Health Information provided under this MOU is and will remain property of the Provider.
- C. The Parties agree that the confidentiality obligations set forth in this MOU survive the termination or expiration of the MOU.
- D. Upon the expiration of this MOU, all transferring of information provided for herein will cease, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the expiration of this MOU and continue in full force and effect.

V. TIME OF PERFORMANCE

This MOU is effective as of the last date signed below and shall be effective until September 30, 2019. Thereafter, this MOU shall automatically renew for successive one-year terms, unless terminated as set forth herein, or until such time as the program is no longer funded by the State of Ohio or the Ohio START program is otherwise terminated.

VI. GOVERNING LAW

This MOU is made pursuant to and shall be construed and interpreted in accordance with the laws of the state of Ohio.

VII. SUSPENSION AND TERMINATION

- A. This MOU may be terminated by either party, without cause, by providing thirty (30) days written notice to the other Party.
- B. If this MOU is breached, the non-breaching party may suspend or terminate this MOU immediately upon written notice to the breaching party. If the breach is of a nature that can be cured, the non-breaching party may provide the breaching party with written notice of the breach and provide ten (10) days for the breaching party to cure its nonperformance or violation.
- C. Upon termination of this MOU, for any reason, all transferring of information provided for herein will cease as of the effective date of the termination, and the responsibilities of the Parties regarding use, storage and destruction of the information will survive the termination of this MOU and continue in full force and effect.

VIII. ASSIGNMENT AND WAIVER

- A. Neither party may assign its rights or delegate its duties or obligations under this MOU without prior written consent of the other party.
- B. A waiver of any provision of this MOU is not effective unless it is in writing and signed by the party against which the waiver is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this MOU

will not constitute or be deemed a waiver of that party's right to thereafter enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

IX. LIABILITY

Agency shall not be responsible for the acts and omissions of the Provider, its agents, or its employees, or the results thereof. Provider will assume all risk and liability to itself, its agents, or its employees resulting in any manner from conduct of its own operations and the operations of its agents or employees with regard to the access, use, dissemination, destruction, and release of Confidential Information obtained by Provider or shared by Agency pursuant to this Agreement.

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

Notwithstanding anything to the contrary, neither party shall be liable to the other for any special, consequential, incidental, punitive, or indirect damages or attorney fees arising from or relating to this Agreement.

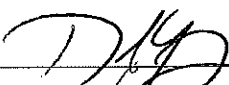
X. ENTIRE AGREEMENT/MODIFICATION

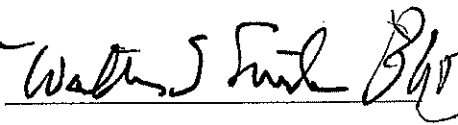
This MOU constitutes the entire agreement between the Parties, and any changes or modifications to this MOU shall be made and agreed to by the Parties in writing. Any prior agreements, promises or representations not expressly set forth in this MOU shall have no force or effect.

IN WITNESS, WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year last written below.

**WARREN COUNTY
BOARD OF COMMISSIONERS**

**CENTRAL CLINIC BEHAVIORAL
HEALTH**

By: 
Name: David Young
Title: Vice-president
Date: 6/18/19

By: 
Name: Walter S. Smitson, PhD
Title: President and CEO
Date: 6/17/19

APPROVED AS TO FORM



Kathryn M. Horvath
Asst. Prosecuting Attorney

EXHIBIT A



Ohio START Authorization to Release Confidential Information

Name: _____
Date of Birth _____
Address: _____
Phone: _____
Child(ren)'s Names and Date(s) of Birth: _____

I _____ hereby authorize _____
(name of client) (name of treatment provider)

to disclose the following information (please initial next to all that apply):

- _____ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- _____ (2) Information regarding my status/my child(ren)'s status as a patient in alcohol and/or drug treatment
- _____ (3) Parenting evaluations
- _____ (4) Treatment and subsequent evaluations of my service needs by the Ohio START program
- _____ (5) Initial and subsequent evaluations of my service needs by the Ohio START program
- _____ (6) Any and all information related to any alcohol and drug treatment program(s) that have provided me services
- _____ (7) Drug screen results
- _____ (8) Summaries of alcohol, drug and/or mental health screening and assessment results and history
- _____ (9) Summaries of alcohol, drug and/or mental health treatment/service plan(s), progress and compliance
- _____ (10) Date of discharge from alcohol, drug, and/or mental health treatment/services and discharge status
- _____ (11) Home Study Records
- _____ (12) Other: _____

I authorize the disclosure of the above information to the following people (please initial next to all that apply):

- _____ (1) The Ohio START Case Team (including but not limited to):
 - a. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
 - b. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
 - c. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036

- d. Family Peer Mentor, MHA, placed at 416 S. East Street Lebanon, OH 45036
- e. Family Peer Mentor Supervisor, MHA, 912 Scott St. Covington, KY 41012
- f. Treatment Provider of Choice: _____
- g. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036
- _____ (2) Other _____

I further authorize Warren County Children Services to disclose the following information (please initial next to all that apply):

- _____ (1) My name, my child(ren)'s name(s) and personal identifying information about me/my child(ren)
- _____ (2) Parenting evaluations
- _____ (3) Treatment and subsequent evaluations of my service needs by the Ohio START program
- _____ (4) Initial and subsequent evaluations of my service needs by the Ohio START program
- _____ (5) Drug screen results
- _____ (6) Home Study Records
- _____ (7) Other: _____

(Continued on back side)

I authorize the disclosure of the above information to the following people (please initial next all that apply):

- _____ (1) The Ohio START Case Team (including but not limited to):
 - h. PCSA assigned caseworker, 416 S. East Street Lebanon, OH 45036
 - i. PCSA supervisor, 416 S. East Street Lebanon, OH 45036
 - j. Juvenile court official, 900 Memorial Drive Lebanon, OH 45036
 - k. Family Peer Mentor, MHA, placed at 416 S. East Street Lebanon, OH 45036
 - l. Family Peer Mentor Supervisor, MHA, 912 Scott St. Covington, KY 41012
 - m. Treatment Provider of Choice: _____
 - n. Guardian Ad Litem or Court Appointed Special Advocate, Warren County Juvenile Court, 900 Memorial Drive Lebanon, OH 45036
- _____ (2) Other _____

The above listed members of the Ohio START program will use this authorization for disclosure and re-disclosure to administer wrap-around services and intensive case management related to the Ohio START pilot program and to facilitate a cooperative approach through the exchange of disclosed information among the members of the Ohio START program.

This authorization will expire (please select one):

- 365 days after it is signed
- Less than 365 days (please give a specific date or event)

I understand that I may revoke this consent at any time with written notice or other practice in accordance with Provider's Notice of Privacy Practices, except to the extent that the Ohio START Program acted in reliance on it. 45 CFR 164.508(b)(5)(i).

I understand that the members of Ohio START program may not condition treatment, payment, enrollment, or benefits eligibility on an individual granting an authorization, except in limited

circumstances. 45 CFR 164.508(4). I understand that information disclosed pursuant to this authorization may be subject to re-disclosure by the recipient(s) to carry out their official duties. 42 CFR 2.35(d).

I understand that pursuant to federal regulations governing the confidentiality of alcohol and drug abuse patient records, 42 CFR, Part 2, and the Health Insurance Portability and Accountability Act, Public Law 104-191, information regarding individually identifiable health information and that of my child(ren), including any alcohol and/or drug treatment records and/or any other information relating to past, present, or future physical or mental health condition, is confidential and cannot be disclosed without my written consent unless otherwise provided for in the regulations. This authorization is not sufficient for the purpose of the release of HIV test results or diagnoses.

My signature below indicates that I have received a signed copy of this authorization. 45 CFR 164.508(c)(4).

Date	Signature of Client or other Responsible Party	Relationship
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Date	Witness Signature	Witness Print Name
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EXHIBIT C

Current Laws and Regulations Governing the Protection and Access of Child Welfare Data

Federal Laws and Regulations:

42 USC §671(a)(8): Requires that all state plans involving foster care and adoption assistance provide safeguards which restrict the use or disclosure of information concerning the programs under Title IV-B.

42 USC §671(a)(20)(B)(iii): Requires that all state plans have in place safeguards to prevent the unauthorized disclosure of information in any child abuse and neglect registry maintained by the State, and to prevent any such information obtained pursuant to this subparagraph from being used for a purpose other than conducting background checks in foster or adoptive placement cases.

42 USC §674: Describes federal payments to states for foster care and adoption assistance, and permits/requires imposition of sanctions against states for violations of 42 USC 670, et seq.

42 USC §5106a(b)(2)(A)(viii): Federal grants for child protective services require a state plan to be coordinated with a state plan under Title IV-B of the Social Security Act, including an assurance (among other assurances) that the state has developed methods to preserve the confidentiality of all records in order to protect the rights of the child and of the child's parents or guardians. The methods to preserve the confidentiality can include that reports and records made and maintained pursuant to the purposes of this Act only be made available to individuals who are the subject of the report; federal, state, or local government entities, or any agency of such entities having a need for such information in order to carry out its responsibilities under law to protect children from abuse and neglect; child abuse citizen review panels; a grand jury or court upon a finding that information in the record is necessary for the determination of an issue before the court or grand jury; and other entities or classes of individuals statutorily authorized by the state to receive such information pursuant to a legitimate state purpose.

42 USC §5106a(b)(2)(A)(x): The state plan required by 42 USC 5106(b)(2)(A) also must include provisions which allow for public disclosure of the findings or information about the case of child abuse or neglect which has resulted in a child fatality or near fatality.

42 USC §5106a(c)(4)(B)(i): Members and staff of a state-established citizen review panel related to child abuse and neglect, child fatalities or foster care shall not disclose to any person or government official any identifying information about any child protective case with respect to which the panel is provided information and shall not make public other information unless authorized by state statute.

42 USC §5106a(c)(5)(A): Requires that each state that establishes a citizen review panel provide the panel access to information on cases that the panel desires to review if such information is necessary for the panel to carry out its functions.

42 USC §5106a(c)(6): Requires that each citizen review panel prepare and make available to the public, on an annual basis, a report containing a summary of the activities of the panel.

45 CFR §205.50: The restrictions set out in this regulation were the same ones that restricted the release of Aid for Dependent Children applicant, recipient and former recipient information. This regulation requires that the State plan for financial assistance under Title IV-A restrict the use and disclosure of information concerning applicants and recipients, to purposes directly connected with: (1) the administration of the plan or program; (2) investigations, prosecutions, or criminal or civil proceedings conducted in connection with the administration of any such plans or programs; (3) the administration of any other federal or federally assisted program which provides assistance,

in cash or in kind, or services, directly to individuals on the basis of need; (4) information to the Employment Security Agency as required by law; (5) audits conducted in connection with the administration of any such plan or program, by a government entity authorized by law to conduct such audits; (6) administration of a state unemployment compensation program; and (7) reporting to the appropriate agency or official information on known or suspected child abuse, or negligent treatment or maltreatment of a child receiving aid under circumstances which indicate that the child's health or welfare is threatened. The regulation also requires states to impose sanctions for unauthorized use or disclosure.

Information to be safeguarded includes at least: (1) names and addresses of applicants and recipients; (2) information related to a person's economic and social conditions; (3) evaluation of information concerning a particular individual; and (4) medical data. Release or use of information concerning applicants or recipients is restricted to those persons who are subject to standards of confidentiality comparable to those of the agency administering the financial assistance program. Generally, notice and consent of an individual is required to release information to an outside source. Courts must also be informed of statutory provisions, rules, and policies against disclosure when a recipient or applicant information is subpoenaed. This provision also applies to IV-E information.

45 CFR §1340.14(i): This regulation requires that the State provide by statute that records concerning reports of child abuse and neglect be confidential and that their disclosure be a criminal offense (see RC §§ 2151.141, 2151.421 and §2151.99). This regulation specifies certain circumstances where release of the records would be acceptable but only if the state authorizes it through statute. This regulation permits Ohio to be more restrictive with abuse/neglect information than what is set out in the regulation itself.

45 CFR §1355.21: Requires that each state plan for Titles IV-E and IV-B of the Social Security Act provide for safeguards on the use and disclosure of information which meet the requirements contained in 42 USC 671(a)(8), as well as the provisions in 45 CFR §1355.30.

45 CFR §1355.30(p)(3): Requires that safeguarding of IV-E (adoption) and IV-B (child welfare) information adhere to restrictions set out in 45 CFR §205.50 (see below).

45 CFR §1355.40: Sets forth conditions for receipt of SACWIS funds, and requires states to collect and report foster care and adoption data to the HHS Administration for Children & Families (ACF).

State Laws:

OAC 5101:2-33-70 allows access to PCSAs, (K) Private child placing agencies (PCPAs) and private non-custodial agencies (PNAs), (L) IV-E Juvenile Courts, (M) Prosecutors representing PCSAs, (N) Wendy's Wonderful Kids recruiters and (O) PCSA interns.

(P) No direct access to SACWIS or any other state of Ohio database shall be requested by or on behalf of, nor approved for or granted to, any researcher conducting research under paragraph (Q) of rule 5101:2-33-21 of the Administrative Code.

Resolution

Number 19-0770

Adopted Date June 18, 2019

APPROVE AND AUTHORIZE THE BOARD TO SIGN THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into a Subgrant agreement with the of the Ohio Department of Job and Family Services (ODJFS), beginning on July 1, 2019 and ending on June 30, 2021 in order to define the roles and responsibilities of the parties and to identify the term, conditions and requirements for the administration and use of the Subgrant funds that will be provided under the Agreement for workforce development activities in the Local Area; and

WHEREAS, it is anticipated that making services available through this grant will provide residents of the Local Area access to skills training and help in overcoming employment barriers, improving the quality of the State and Local Area's workforce and enhancing the productivity and competitiveness of the State and Local economy;

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Ohio Department of Job and Family Services in order to acknowledge the requirements of this Agreement and in furtherance of this Agreement the Area 12 Workforce Development Board shall receive grant funds from the State in an amount that shall be determined in accordance with the methods developed by the Ohio Department of Job and Family Services. 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a—Ohio Department of Job & Family Services
Area 12 WDB (WIBBCW)
Workforce Development Board (file)

**OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT**

G-2021-15-0017

RECITALS:

This Subgrant Agreement (Agreement) between the Ohio Department of Job and Family Services (ODJFS) and representatives of Local Workforce Area 12 is hereby created pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA), codified in Title 29, Chapter 32 of the United States Code (USC) and Section 5101.20 of the Ohio Revised Code (ORC), to define the roles and responsibilities of the parties with respect to the funds allocated to the Local Workforce Area by ODJFS for the administration of workforce development activities.

Local Workforce Area 12 representatives include Butler, Clermont, and Warren County Board of Commissioners (SUBGRANTEE), who are the Chief Elected Officials of Local Workforce Area 12, the Local Workforce Development Board (LWDB) for Local Workforce Area 12, and Warren County Board of Commissioners (AGENT), designated by the Chief Elected Officials to serve as the Fiscal Agent for purposes of this Agreement. The AGENT's DUNS number is 083375402.

For purposes of this Agreement, ODJFS is the "pass-through entity", funds provided hereunder are "Subgrant" funds, and SUBGRANTEE is the "subrecipient" as those terms are defined in the United States Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, hereafter referred to as the "OMB Omni-Circular", Title 2, Part 200 of the Code of Federal Regulations (CFR), and the corresponding United States Department of Labor (DOL) regulations, in 2 CFR 2900.

SUBGRANTEE is the party identified in Section 107(d)(12)(B)(i)(II) of WIOA as the entity accountable for the funds allocated under WIOA Sections 128 and 133 and this Agreement. In addition to other responsibilities specified herein, SUBGRANTEE, LWDB, and AGENT must ensure that expenditures of Subgrant funds are for allowable, reasonable, and necessary costs associated with delivery of workforce development programs, services, and activities in the Local Workforce Area.

This Subgrant Agreement is applicable to all funds allocated to the Local Workforce Area for the operation of the local workforce development system to carry out workforce development activities, funded by federal awards from DOL under WIOA, the Wagner-Peyser Act, and other DOL programs. In addition, awards from the United States Department of Health and Human Services (HHS) for Temporary Assistance for Needy Families (TANF) programs are also funded under this Agreement.

Funds authorized under this Agreement include those identified in the table below. However, the list is not all-inclusive as the DOL may award discretionary grants under WIOA. Any subawards of discretionary WIOA funds passed through to the Local Workforce Area will be subject to the terms and conditions of this Agreement. ODJFS reserves the right to require a separate subgrant agreement for any WIOA discretionary subgrant award.

The grant award numbers, federal fiscal years, and program years for each award will be listed in Allocation Memoranda that will be issued to SUBGRANTEE per ARTICLE VII, Section A of this Agreement. The Subgrant funds awarded hereunder are not for research and development purposes.

CFDA Number (Catalog of Federal Domestic Assistance)	Award Title	Authority
17.207	Employment Service/Wagner-Peyser	Wagner-Peyser Act of 1933
17.245	Trade Adjustment Assistance	Trade Act of 1974, as amended, (19 USC 2271-2322)
17.258	WIOA Adult Program	WIOA Section 136(b)
17.259	WIOA Youth Activities	WIOA Section 136(a)
17.267	WIOA Work Incentive Grants	Adult Education and Family Literacy Act (20 USC 9211)
17.277	WIOA National Dislocated Worker Grants	WIOA Section 170(b)(1)
17.278	WIOA Dislocated Workers	WIOA Section 136(c)
17.801	Disabled Veterans Outreach Program	Jobs for Veterans Act (38 USC 4103A)
17.804	Local Veterans Employment Representative Program	Jobs for Veterans Act 38 USC 4104
93.558, 93.475	TANF	Title IV-A of the Social Security Act (42 USC 602)

DEFINITIONS:

All definitions will be consistent with applicable federal and state laws and rules, which include, but are not limited to, those cited within the definitions and in Article I, Section B of this Agreement.

- A. **Chief Elected Officials:** When used in reference to a Local Workforce Area, is the chief elected executive officers of the units of general local government in a Local Workforce Area.
- B. **Comprehensive Case Management and Employment Program (CCMEP)** – Statewide initiative to improve employment and educational outcomes for low-income youth and young adults through the aligned delivery of WIOA Youth and TANF programs. Participating local workforce development boards, WIOA Youth providers, and county departments of job and family services (CDJFSs) collaborate to implement CCMEP strategies.
- C. **Fiscal Agent (AGENT):** An entity appointed by a Local Workforce Area's chief elected officials to be responsible for the administration and disbursement of funds allocated under WIOA for workforce development activities in the Local Workforce Area. WIOA Section 107(d)(12)(B)(i)(II) maintains that designation of a fiscal agent does not relieve the chief elected officials from liability for misuse of funds.
- D. **Infrastructure Costs:** Per WIOA Section 121(h)(4), are the nonpersonnel costs necessary for the general operation of an OhioMeansJobs (aka "One-Stop") center to be shared by the LWDB and local partners per the Local Workforce Area Memorandum of Understanding. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- E. **Local Workforce Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- F. **Local Workforce Area Memorandum of Understanding (MOU):** Required under section 121(c) of WIOA, it is an agreement negotiated and entered into by the local WDB and OhioMeansJobs center partners in agreement with the Chief Elected Officials in a local area. The MOU describes how the parties will provide services and share costs related to the operation of the local workforce development system.
- G. **Local Partners:** The entities referred to in WIOA Section 121(b) as "Required" and "Additional" partners that carry out workforce programs and activities through a Local Workforce Area workforce development system.
- H. **Local WIOA Plan:** The local workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the Local Workforce Area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Combined WIOA Plan that will achieve performance goals.
- I. **Local Workforce Development Board (LWDB):** The board established by chief elected officials per WIOA Section 107 to set policy and to be responsible for administration and oversight of the local workforce development system in collaboration with the required and additional partners and local workforce stakeholders.
- J. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which WIOA and other employment and training services are made available to job seekers and employers in a Local Workforce Area.
- K. **OhioMeansJobs Center:** The physical site in which the programs, services, and activities of the local workforce development system are made available to individuals and to employers in accordance with WIOA Section 121(e). The OhioMeansJobs centers are referred to as "One-Stops" in WIOA.
- L. **Ohio Works First (OHIO WORKS):** Time-limited cash assistance payments to eligible families under the Ohio TANF program who successfully apply through a county job and family services agency. Adults and minor heads of households are required to participate in work activities as a condition of assistance payments and gross household income must not exceed the current limit for eligibility.

- M. **Ohio Works Incentive Program (OWIP):** Local Workforce Areas that place current and certain former Ohio Works First recipients into unsubsidized employment positions will receive incentive payments from ODJFS based on initial placements and specified employment retention periods.
- N. **Planning Region:** Geographic region of the state that may include 1 or more Local Workforce Areas and in which workforce development activities and resources will be coordinated to more effectively serve individuals and employers and promote economic growth.
- O. **Regional Plan:** A 4 year action plan, developed by the LWDBs and chief elected officials in a planning region, that will serve to develop, align, and integrate the region and local area's job driven workforce development systems, and provides the platform to achieve the local area's visions and strategic and operational goals.
- P. **State Infrastructure Funding Mechanism –** Per WIOA Section 121(h), if the LWDB and chief elected officials fail to reach a consensus with local required partners on how infrastructure costs will be shared, the State must determine each partner's proportionate share of infrastructure costs.
- Q. **State WIOA Plan:** The combined state workforce plan developed in accordance with WIOA Section 103, and approved by DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- R. **State TANF Plan:** The current *Temporary Assistance for Needy Families (TANF) Program State Title IV-A Plan* developed pursuant to 42 USC 602, and approved by HHS that describes Ohio's TANF programs and services and outlines service delivery for those programs and services in accordance with TANF requirements.
- S. **State Workforce Development Board:** The Ohio Governor's Executive Workforce Board, established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce system.
- T. **Subgrantee:** Local Workforce Area chief elected officials. For purposes of this Agreement, "subgrantee" has the same meaning as "grantee" as defined in ORC Section 5101.20(A)(3) and "grant recipient" as defined in WIOA Section 107(d)(12)(B):
- U. **Temporary Assistance for Needy Families (TANF):** Programs authorized under Title IV-A of the Social Security Act, and regulated under 45 CFR 260 that provide benefits and services designed to meet 1 of the 4 TANF purposes identified in 45 CFR 260.20 to eligible individuals.
- V. **Workforce Development Activity:** As defined in ORC 6301.01, a program, grant, or other function with the primary goal to achieve 1 or more of the following:
1. Help individuals maximize their employment opportunities;
 2. Help employers gain access to skilled workers;
 3. Help employers retain skilled workers;
 4. Help develop or enhance the skills of incumbent workers;
 5. Improve the quality of the state's workforce;
 6. Enhance the productivity and competitiveness of the state's economy.
- W. **Workforce Innovation and Opportunity Act (WIOA):** Enacted in July, 2014 to supersede the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers. 29 USC Chapter 32.
- X. **Workforce Innovation and Opportunity Act Policy Letters (WIOAPLs):** ODJFS' interpretation of WIOA rules and regulations as they pertain to Local Workforce Areas and local implementation of the WIOA programs and services administered by ODJFS.
- Y. **Terms Relevant to Federal Audits and Cost Principles:** For purposes of this Agreement, the terms "awarding agency," "equipment," "real property," "subgrant," "supplies," "suspension," "termination" "auditee," "auditor," "audit finding," "CFDA number," "federal award," "federal program," "internal control," "management

decision," "non-profit organization," "pass-through entity," and "single audit," have the same meanings as 2 CFR Part 200, Subpart A.

ARTICLE I. PURPOSE OF THE SUBGRANT/SUBGRANT DUTIES

- A. The purpose of this Agreement is to define the roles and responsibilities of the parties and to identify the terms, conditions, and requirements for the administration and use of the Subgrant funds authorized under this Agreement.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that funds provided under this Agreement are expended for workforce development activities in accordance with terms of this Agreement and with all applicable federal, state, and ODJFS requirements and restrictions—including, but not limited to:
1. The federal laws that authorize the expenditure of funds for each program administered by the local workforce area under this Agreement.
 2. WIOA (29 USC Chapter 32) and all corresponding federal regulations in CFR Title 20.
 3. The Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, aka "OMB Omni-Circular" (2 CFR Part 200) and the corresponding DOL regulations (2 CFR 2900) and, as applicable, the HHS exceptions (45 CFR 75).
 4. Section 5101:9-31-01 of the Ohio Administrative Code (OAC).
 5. The Local WIOA Plan, the Regional Plan, and the State WIOA Plan.
 6. The applicable sections of ORC Chapters 307, 330, 5101 and 6301.
 7. As applicable, the approved State TANF Plan developed pursuant to 42 USC 602.
 8. The terms and conditions of each federal grant award—including any amendments.
 9. All federal and state confidentiality provisions—including, but not limited to—those listed in Article XIV of this Agreement.
 10. Any Executive Orders issued by the President of the United States or by the Ohio Governor.
 11. DOL and HHS Guidance Letters.
 12. ODJFS Policies, Guidance Letters, and Procedure Manuals.
 13. Approved statutory waivers for WIOA funds.
 14. The applicable provisions of the current appropriations act.
 15. Approved performance measures and negotiated standards.
 16. Terms, conditions, and instructions included in allocation letters.
 17. The Local Workforce Area MOU.
- C. SUBGRANTEE, LWDB, and AGENT will report to Kip Crist, the ODJFS Agreement Manager, or his successor, who may periodically communicate specific requests and instructions concerning the performance of activities described in this Agreement. SUBGRANTEE, LWDB, and AGENT will comply with any instructions or requests to the satisfaction of ODJFS within 10 days after receipt of the instructions or requests. All parties expressly understand that any instructions are strictly to ensure the successful completion of the activities described herein, and are not intended to amend or alter this Agreement or any part thereof. SUBGRANTEE, LWDB, or AGENT will promptly notify the ODJFS Agreement Manager per Article XI if it is believed that any instructions or requests would materially alter the terms and conditions of this Agreement, including the compensation stated hereunder. When or if such communication is received by the ODJFS Agreement Manager, if appropriate, the ODJFS Agreement Manager will initiate an amendment allowed by Article XII to incorporate any changes to the terms and conditions of this Agreement. SUBGRANTEE, LWDB, and AGENT

agree to consult with the ODJFS Agreement Manager as necessary to ensure comprehension of Subgrant activities and the successful completion thereof.

D. Expenditure of Public Funds for Offshore Services

1. Pursuant to Governor's Executive Order 2019-12D Governing the Expenditure of Public Funds on Offshore Services, SUBGRANTEE, LWDB, and AGENT must ensure that no subcontractors nor subgrantees that will be paid with funds provided from ODJFS under this Agreement complete any work outside of the United States and that no data from programs or activities funded under this Agreement will be stored outside of the United States. Therefore, SUBGRANTEE, LWDB, and AGENT must require assurances from all subcontractors and subgrantees that no work will be performed and no data will be stored outside of the United States.
2. SUBGRANTEE, LWDB, and AGENT understand and agree to immediately notify ODJFS of any change or shift in the location(s) of services performed by SUBGRANTEE, LWDB, AGENT, or any of their subcontractors under this Agreement, and ensure that no services shall be changed or shifted to a location outside of the United States.
3. Termination, Sanction, Damages: ODJFS is not obligated and shall not pay for any services provided under this Agreement that SUBGRANTEE, LWDB, AGENT, or any of their subcontractors or subgrantees performed outside of the United States. If services are performed outside of the United States, this will be treated as a material breach of the Agreement. SUBGRANTEE, LWDB, and AGENT shall immediately return all funds paid for those services to ODJFS. In addition, if SUBGRANTEE, LWDB, AGENT, or any of their subcontractors perform any such services outside of the United States, ODJFS may, at any time after the breach, terminate this Agreement for such breach, upon written notice to SUBGRANTEE, LWDB, and AGENT.

- E. SUBGRANTEE, LWDB, and AGENT expressly understand that any information that documents performance of a partner program (e.g., participant counts, placement rates, expenditures) and is intended for public distribution must be reviewed and authorized by the partner entity prior to publication or distribution. This restriction is applicable to information distributed via any communication medium—including annual reports, press releases, news articles, public web pages, and social media.

ARTICLE II. ODJFS RESPONSIBILITIES

ODJFS will:

- A. Allocate or issue funding under this Agreement in accordance with the terms and conditions herein and with the applicable provisions of WIOA and other programs funded under this Agreement.
- B. Certify LWDB every two years, provided that LWDB continues to meet the criteria established by ODJFS in accordance with WIOA Section 107(b).
- C. Review the State WIOA Plan every two years and revise as necessary in accordance with WIOA Section 102. Upon DOL approval, ODJFS will make the revisions available to SUBGRANTEE and LWDB for use in the review of the Local WIOA Plan per WIOA Section 108.
- D. Develop state adjusted performance accountability measures and support negotiations with Local Workforce Area representatives to develop adjusted local performance accountability measures per WIOA Section 116.
- E. Monitor SUBGRANTEE, LWDB, and AGENT performance and expenditures under this Agreement to ensure compliance with WIOA Section 184, Wagner-Peyser, the OMB Omni-Circular (2 CFR Part 200), the terms and conditions of the federal awards, state and local performance accountability standards, the nondiscrimination provisions of WIOA Section 188, and all other applicable state and federal laws, requirements, and restrictions as described in Article I of this Agreement.
- F. If necessary, take action against SUBGRANTEE, LWDB, and AGENT pursuant to WIOA Section 184(b), ORC 5101.241, and OAC 5101:9-31-01 for noncompliance with federal or state requirements or restrictions as described in Article I. Any such ODJFS action will be taken in accordance with WIOA Section 184(b), WIOA Section 116(g) with respect to performance accountability standards, and ORC 5101.241 with respect to both performance and expenditures. ODJFS will provide the appropriate written notice to the county auditor(s), SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE may request an administrative review of a proposed action. The request must be submitted in accordance with Section D of ORC 5101.241.

- G. If necessary, implement the State Infrastructure Funding Mechanism in accordance with WIOA Section 121(h) and 20 CFR 678.731.
- H. Review applications and plan modifications for participation in the Ohio Works Incentive Program (OWIP) as well as review and submit approved invoices for payment.

ARTICLE III. SUBGRANTEE RESPONSIBILITIES

With respect to WIOA and the local workforce development system, SUBGRANTEE responsibilities include, but are not limited to:

- A. **Intergovernmental Agreements** - Per 20 CFR 683.710, if the Local Workforce Area includes more than 1 unit of government, the chief elected officials of each local jurisdiction must execute an agreement that specifies the distribution of liability for funding provided hereunder and meets the requirements of Workforce Innovation and Opportunity Act Policy Letter (WIOAPL) 15-18.1. Such an agreement must not remove liability from 1 chief elected official and place it on another. WIOA Section 107(d)(12)(B)(i) specifies that only the agreement of the Governor to assume liability in place of a chief elected official will relieve a chief elected official from liability for WIOA funds.
- B. **Local Workforce Development Board** - With respect to the LWDB, SUBGRANTEE must:
1. Establish by-laws in accordance with 20 CFR 679.310 for local workforce development board membership, participation, administration, and function.
 2. Appoint LWDB members in accordance with WIOA Section 107, state criteria, and the local by-laws. Once appointed, follow the process to obtain certification from the Ohio Governor or the Governor's designee.
 3. Ensure that the LWDB enters into good faith negotiations with local partners to execute a Local Workforce Area MOU in accordance with WIOA Section 121 and with ODJFS policies and guidance.
- C. **Local WIOA Plan** – Work in partnership with the LWDB to develop, and every two years review, a local WIOA plan consistent with the State WIOA Plan, WIOA Section 108 requirements, and 20 CFR 679.550.
- D. **Local Performance Accountability Measures** – In collaboration with LWDB, negotiate and review every two years, local performance accountability measures with the Ohio Governor or the Governor's designee in accordance with WIOA section 116(c), 20 CFR 677, and the state adjusted levels of performance listed in the State WIOA Plan. Local performance measures will be included in the local WIOA plan.
- E. **Regional Plan** – In partnership with LWDB, collaborate with the chief elected officials and LWDB members of other Local Workforce Areas in SUBGRANTEE's planning region to develop a Regional Plan and to execute a regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 – 20 CFR 679.540, and WIOAPL 16-03.
- F. SUBGRANTEE will ensure that any individual identified as an official representative of the Local Workforce Area with the ability to bind SUBGRANTEE through contracts and other agreements for workforce development activities or related purposes has been authorized to do so by an official act of SUBGRANTEE, such as a resolution, motion, or similar action.
- G. SUBGRANTEE will ensure the prompt reimbursement of funds due to ODJFS, pursuant to ORC 5101.241(C), for payment to any entity as a result of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation (FFP), or other sanction or penalty for which SUBGRANTEE, its subrecipients, contractors and/or vendors are responsible.
- H. SUBGRANTEE will take prompt corrective action, including the recapture of funds when necessary, in the event of an adverse finding, sanction, or penalty by ODJFS, the Ohio Auditor of State, any federal agency, or other entity authorized by federal or state law.
- I. SUBGRANTEE will ensure the bonding of every officer, director, agent, or employee authorized to receive or deposit funds provided hereunder or to issue financial documents, checks, or other instruments of payment for workforce development activities funded hereunder to provide adequate protection against loss.

ARTICLE IV. LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) RESPONSIBILITIES

A. As applicable, per WIOA Section 107 and 20 CFR 679.370, LWDB will:

1. In collaboration with SUBGRANTEE, develop, and every two years review, the Local WIOA Plan, which must be consistent with the State WIOA Plan, WIOA Section 108 requirements, and 20 CFR 679.550. If the Local Workforce Area is part of a planning region, LWDB will work in partnership with SUBGRANTEE and other local workforce development boards and chief elected officials in the planning region to renew the Regional Plan and regional planning agreement in accordance with WIOA Section 106(c), 20 CFR 679.510 – 20 CFR 679.540, and WIOAPL 16-03.
2. Conduct workforce research and regional labor market analysis.
3. Convene local workforce development system stakeholders to identify nonfederal expertise and resources to leverage support for workforce development activities.
4. Lead efforts to engage employers in the local workforce development system.
5. Collaborate with secondary and post-secondary education programs to align employment, education, training, and supportive services into career pathway systems.
6. Lead local efforts to identify and promote proven and promising strategies to meet the needs of employers, workers, and jobseekers in the Local Workforce Area.
7. Develop strategies for the use of technology to maximize accessibility and the effectiveness of the local workforce development system.
8. Conduct oversight and monitoring of Youth workforce investment activities providers, training providers, and OhioMeansJobs center operators, and, if applicable, career services providers to ensure compliance with WIOA and all applicable federal and state rules and requirements pertaining to workforce development activities under the respective programs and related expenditures.
9. In collaboration with SUBGRANTEE, negotiate and review every two years, local performance accountability measures with the Ohio-Governor or the Governor's designee in accordance with WIOA section 116(c), 20 CFR 677, and the state adjusted levels of performance identified in the State WIOA Plan. Local performance measures will be included in the Local WIOA Plan.
10. With respect to OhioMeansJobs center operator(s) and service providers:
 - a. Competitively select OhioMeansJobs Center operator(s) every four years in accordance with WIOA Section 121(d), 20 CFR 678.605, and WIOAPL 16-08.
 - b. Competitively select local Youth provider(s) every four years in accordance with WIOA Section 123, 20 CFR 681.400, and WIOAPL 17-03.
 - c. Identify eligible providers of career services in accordance with WIOA Section 134(c)(2) and eligible providers of training services in accordance with WIOA Section 122. Collaborate with the State to ensure sufficient numbers and types of career and training service providers in order to meet consumer choice requirements.
11. Coordinate activities with education and training providers in the Local Workforce Area, including: providers of workforce investment activities; providers of adult basic and literacy education activities; providers of career and technical education; and local Rehabilitation Act programs.
12. Develop a budget for LWDB activities with approval of SUBGRANTEE and provide direction to AGENT on disbursement of local funds.
13. Conduct an annual assessment of the physical and programmatic accessibility of all OhioMeansJobs centers in the Local Workforce Area in accordance with, as applicable, WIOA Section 188 and the Americans with Disabilities Act of 1990, 42 USC 12101.
14. Certify OhioMeansJobs Centers in accordance with WIOA Section 121(d) and WIOAPL16-10

- B. In accordance with WIOA Section 107(h) regarding conflicts of interest, a member of an LWDB, or a member of a standing committee, as applicable, may not:
1. Vote on a matter under consideration by LWDB:
 - a. Regarding the provision of services by the member (or by an entity that such member represents); or
 - b. That would provide direct financial benefit to the member or the immediate family of such member.
 2. Engage in any other activity determined by the Ohio Governor or the Governor's designee to constitute a conflict of interest.
- C. As required under the "sunshine provision" in WIOA Section 107(e), and in accordance with 20 CFR 679.390, LWDB will conduct business in an open manner by making information about the LWDB activities available to the public on a regular basis through electronic means and open meetings.
- D. LWDB will negotiate with local partners in collaboration with SUBGRANTEE to execute a Local Workforce Area MOU in accordance with WIOA Section 121(c). In the event that negotiations fail to reach a consensus on infrastructure costs by May 31 of the current state fiscal year, LWDB will notify ODJFS in accordance with WIOAPL 16-06.
- E. LWDB will conduct ongoing evaluations of workforce development activities per WIOA Section 116(e) as well as collect and provide data to ODJFS and DOL or their subcontractors as necessary for state and federal evaluation activities.
- F. In a timely manner, inform any newly elected SUBGRANTEES of responsibilities and liabilities regarding WIOA and the local workforce development system. Review and update existing written agreements when necessary.
- G. The LWDB has chosen to participate in CCMEP, collaborate with county CCMEP agencies as needed to develop a local CCMEP plan.
1. In order to coordinate CCMEP activities, the LWDB's decision to participate in CCMEP shall be applicable to all of the counties within the Local Workforce Area. LWDB must authorize the use of WIOA Youth funds to support CCMEP in order for the Local Workforce Area to receive TANF funds for CCMEP.
 2. The LWDB's execution of the Authorization to Support CCMEP, included as Attachment B hereto, or the LWDB's execution of an equivalent authorization form, will serve as evidence of the LWDB's decision to participate in CCMEP, and to authorize the use of WIOA Youth funds to support CCMEP. Attachment B shall be incorporated herein by reference.
- H. For participation in OWIP, LWDB will conduct activities in accordance with the program information in the LWDB's approved application.

ARTICLE V. FISCAL AGENT RESPONSIBILITIES

AGENT is designated by SUBGRANTEE as required under OAC 5101:9-31-01(E)(4) to manage local funds under the direction of LWDB and/or SUBGRANTEE. Generally, per 20 CFR 679.420, AGENT will be responsible for the following functions:

- A. Receive funds;
- B. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget (OMB) circulars, WIOA, the corresponding federal regulations, and state policies;
- C. Respond to audit financial findings;

- D. Maintain proper accounting records and adequate documentation;
- E. Prepare financial reports; and
- F. Provide technical assistance to subrecipients with regard to fiscal issues.

ARTICLE VI. EFFECTIVE DATE OF THE SUBGRANT

- A. This Agreement will be in effect from July 1, 2019, through June 30, 2021, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the above expiration date.
- B. In addition to Section A above, it is expressly understood by ODJFS, SUBGRANTEE, LWDB, and AGENT that this Agreement will not be valid and enforceable until the Director of the Ohio Office of Budget and Management certifies, pursuant to ORC 126.07 that there is a sufficient balance in the appropriation that has not already been allocated to pay current obligations.

ARTICLE VII. FUNDING

- A. With the exception of payments for OWIP, funds provided under this Subgrant Agreement will be allocated via electronic funds transfer (EFT) through the County Finance Information System (CFIS). An EFT will generate an alert in CFIS. ODJFS will issue a corresponding budget notice, and an allocation memorandum with terms, conditions, and time periods for spending. The specific dollar amounts of the allocations will be determined by ODJFS in accordance with WIOA, the authorizing federal statutes and funding agreements for each funding source authorized under this Agreement.
- B. ODJFS will issue incentive payments under the OWIP in accordance with the payment guidelines established by ODJFS and upon Local Workforce Area submission of invoices completed in accordance with ODJFS specifications. Funding for OWIP will be encumbered in a State of Ohio Purchase order (PO) and paid through an invoicing process. Allocations other than for OWIP payments will be made through CFIS, in accordance with Section A of this Article.
- C. SUBGRANTEE, LWDB, and AGENT expressly understand that no financial obligations may be incurred under this Agreement until the terms listed in ARTICLE VI, Section B, have been met and until allocations, budget notices, and allocation memoranda have been issued to the Local Workforce Area for all programs authorized under this Agreement, with the exception of OWIP payments, for which costs may not be incurred until the issuance of an approved PO.
- D. SUBGRANTEE, LWDB, and AGENT expressly agree that costs incurred under this Agreement will not exceed the amounts specified in the budget notices for the periods included in the allocation, or, for the OWIP costs, the amount specified in the PO. Further, SUBGRANTEE and Local Workforce Area expressly agree to comply with the limitations prescribed by WIOA with respect to funding.
- E. The authorizing statute and/or funding agreement for each funding source sets forth guidelines and limits for administrative costs. Administrative expenditures from WIOA Youth and Adult/Dislocated Worker funds (under WIOA Sections 128 and 133, respectively) are limited to 10% of the total amount allocated to the Local Workforce Area. Per 20 CFR 683.215, administrative costs are those associated with:
 - 1. Overall general administrative functions and coordination of those functions, including:
 - a. Accounting, budgeting, financial and cash management.
 - b. Property management.
 - c. Personnel management.
 - d. Payroll.
 - e. Resolution of findings from audits, reviews, investigations, and incident reports.
 - f. Audits.
 - g. General legal services.

- h. Development of systems and procedures for administrative functions.
 - i. Fiscal agent responsibilities.
 2. Oversight and monitoring related to WIOA administrative functions.
 3. Costs of goods and services required for administrative functions.
 4. Travel costs incurred for performance of administrative activities.
 5. Costs of information systems related to administrative functions.
 6. Awards to subrecipients or contractors that are solely for administrative functions.
- F. SUBGRANTEE, LWDB, and AGENT acknowledge and expressly agree that funds authorized hereunder for ODJFS' proportionate share of costs as a local partner shall be spent in accordance with the Local Workforce Area MOU. Funds that may be available to ODJFS to pay its share of local partner costs include: Employment Services/Wagner-Peyser; Trade Adjustment Assistance; Re-Employment Services and Eligibility Assessment; WIOA; and Disabled Veterans Outreach Program.
- G. SUBGRANTEE, LWDB, and AGENT will ensure that separate accounting records are maintained for each funding source authorized hereunder.
- H. SUBGRANTEE, LWDB, and AGENT will ensure that Local Workforce Area MOU costs are reconciled and communicated to the local partners in accordance with the Local Workforce Area MOU on at least a quarterly basis per 20 CFR 678.715 and 20 CFR 678.720.
- I. SUBGRANTEE, LWDB, and AGENT will secure prior approval from the federal funding authority or ODJFS for a Local Workforce Area indirect cost allocation plan or inclusion in a county-wide cost allocation plan maintained by the county board of commissioners in order for indirect costs to be reimbursable hereunder.
- J. SUBGRANTEE, LWDB, and AGENT agree to maintain and utilize a procurement system for purchases of all goods and services paid with funds provided hereunder and further agree to conduct procurement transactions in accordance with the procurement and acquisition standards in OAC Chapter 5101:9-4-02 as well as federal procurement requirements (2 CFR 200.318 through 2 CFR 200.320). In the event of a conflict between federal, state, and local procurement standards, the most restrictive standards will be followed.
- K. SUBGRANTEE, LWDB, and AGENT will ensure prompt payment of employment-related costs—including, but not limited to—unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, public employment retirement system contributions, and any other employer taxes and payroll deductions required by law or contract for all employees, trainees, work experience participants, and anyone who receives monetary benefits as a result of participation in workforce investment programs.
- L. SUBGRANTEE, LWDB, and AGENT understand that availability of funds is contingent on appropriations made by the Ohio General Assembly, DOL, or HHS. If at any time the ODJFS Director determines that state or federal funds are insufficient to sustain existing or anticipated spending levels, ODJFS may reduce, suspend, or terminate any allocation, reimbursement, cash draw, or other form of financial assistance as the Director determines appropriate. If the Ohio General Assembly, DOL, or HHS fails at any time to continue funding ODJFS for the payments due under this Agreement, this Agreement will be terminated as of the date funding expires without further obligation of ODJFS or the State of Ohio.
- M. For payments under the OWIP, SUBGRANTEE, LWDB, and AGENT expressly understand that ODJFS does not have the ability to compensate SUBGRANTEE, LWDB, and AGENT for invoices submitted after the State of Ohio PO has been closed. State of Ohio POs are issued per state fiscal year. SUBGRANTEE must submit final invoices for payment for each state fiscal year no later than 90 calendar days after the end date of each state fiscal year, or if earlier, the end date of this Agreement. Failure to do so will be deemed a forfeiture of the remaining compensation due under the OWIP.
- N. **Standards for Financial and Program Management** – Pursuant to WIOA Section 184, SUBGRANTEE, LWDB, and AGENT, as subrecipients of federal funds, hereby expressly acknowledge obligations with respect to the funds provided under this Agreement pursuant to Subparts D and E of the OMB Omni-Circular, and, as

applicable, the corresponding HHS exceptions (45 CFR 75) and DOL exceptions (2 CFR 2900), which include, but are not limited to:

1. **Period of Performance and Availability of Funds** – Pursuant to 2 CFR 200.309, 2 CFR 200.343 and, as applicable, the corresponding HHS provisions (45 CFR 75.309) and DOL provisions (2 CFR 2900.15), SUBGRANTEE, LWDB, AGENT, and any subrecipient(s) may charge to the award only costs resulting from obligations of the funding period specified in ARTICLE VI unless carryover of unobligated balances is permitted by the federal regulations that govern expenditures for a particular program.
 2. **Internal Controls** – SUBGRANTEE, LWDB, and AGENT will ensure that an internal control structure and written policies are maintained to protect personally identifiable and sensitive information, records, contracts, grant funds, equipment, tangible items, and other information that is readily or easily exchanged in the open market that DOL, ODJFS, SUBGRANTEE, LWDB, or AGENT considers to be sensitive. SUBGRANTEE, LWDB, and AGENT will further ensure that subcontractors or subrecipients have effective internal control structures, written policies, and safeguards in place. Internal controls for all recipients and subrecipients of WIOA Title I and Wagner-Peyser funds must be in accordance with 2 CFR 200.303, 20 CFR 683.220, and, as applicable, the corresponding HHS provisions (45 CFR 75.303).
 3. **Cost Sharing or Matching** – Any applicable cost sharing or matching requirements must be satisfied in accordance with 2 CFR 200.306, and, as applicable, 2 CFR 2900.8 and 45 CFR 75.306.
 4. **Program Income** – Per WIOA Section 194(7), income received by SUBGRANTEE, LWDB, or AGENT under any WIOA Title I program funded hereunder must be used to carry out the program. Further, SUBGRANTEE, LWDB, and AGENT will maintain financial records sufficient to determine the amount of such income received and the purposes for which the funds were expended. Program income received for other DOL programs and HHS activities funded under this Agreement will be subject to 2 CFR 200.307 and 45 CFR 75.307.
 5. **Real Property, Equipment, and Supplies** – SUBGRANTEE, LWDB, and AGENT expressly understand that written approval must be obtained from ODJFS prior to purchasing non-expendable personal property or equipment with a cost of Five Thousand and 00/100 Dollars (\$5,000.00) or more for administrative or programmatic purposes. Purchases of real property or new construction are prohibited as are loans of funds provided hereunder. Per WIOA Section 194(11), title use, and disposition of real property, equipment, and supplies will be in accordance with the following:
 - a. Real Property – 2 CFR 200.311, or, if applicable 45 CFR 75.318.
 - b. Equipment – 2 CFR 200.313, or, if applicable, 45 CFR 75.320.
 - c. Supplies – 2 CFR 200.314, or, if applicable, 45 CFR 75.321.
- O. Per 20 CFR 683.235, no WIOA Title I funds may be spent on construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings, except with prior written approval of the Secretary of DOL.
- P. Per 20 CFR 683.250, prohibited costs under WIOA Title I include:
1. The wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.
 2. Public service employment, except as specifically authorized under WIOA Title I.
 3. Expenses prohibited under any other federal, state, or local law or regulation.
 4. Subawards or contracts with parties that are debarred suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.
 5. Contracts with persons falsely labeling products as being made in America.
 6. Foreign Travel costs (prohibited for WIOA Adult, Dislocated Worker, and Youth funds).

ARTICLE VIII. RECORDS AND REPORTING

- A. SUBGRANTEE, LWDB, and AGENT will maintain complete and accurate records sufficient to fulfill reporting requirements, to assess performance, and to permit the tracing of funds at a level that is adequate to ensure that funds have not been spent unlawfully.
- B. SUBGRANTEE, LWDB, and AGENT will ensure that all records relevant to programs and activities funded hereunder are available during normal business hours and as often as needed for audit by federal and state government entities that include but are not limited to: DOL, HHS, the United States Comptroller General or designee, ODJFS, the Ohio Auditor of State, the Ohio Inspector General and all duly authorized law enforcement officials.
- C. SUBGRANTEE, LWDB, and AGENT will retain all records related to funds provided hereunder in accordance with 2 CFR 200.333 through 200.337, OAC 5101:9-9-21, and all state and federal record retention requirements for a minimum of 3 years after SUBGRANTEE receives the last allocation or payment issued under this Agreement. If an audit, litigation or similar action is initiated during this time period, the records must be retained until the action is concluded and all issues are resolved or until the end of the 3-year period, whichever is later.
- D. SUBGRANTEE, LWDB, and AGENT acknowledge, in accordance with ORC 149.43, that financial records related to the performance of services under this Agreement are presumptively deemed public records with the exception of wage records, those that contain personally identifiable information or otherwise deemed confidential under the federal or state laws that govern the collection and use of program information. ARTICLE XIV provides a list of confidentiality laws applicable to workforce development programs and generally outlines the roles and responsibilities with respect to confidentiality.
- E. SUBGRANTEE, LWDB, and AGENT will enroll and track participants and services in the Ohio Workforce Case Management System (OWCMS) and the County Finance Information System (CFIS) WIOA Client Tracking. SUBGRANTEE, LWDB, and AGENT will further ensure that information is maintained in accordance with DOL guidelines and that reports are created and submitted in the appropriate formats within the appropriate timeframes prescribed by ODJFS.
- F. **Maintenance of Additional Records** – Pursuant to WIOA Section 185(f), SUBGRANTEE, LWDB, and AGENT must maintain records with respect to programs and activities carried out under this title that identify:
1. Any income or profits earned, including such income or profits earned by subrecipients; and
 2. Any costs incurred that are otherwise allowable except for funding limitations.

ARTICLE IX. AUDITS OF SUBGRANTEE

- A. Subject to the threshold requirements of OMB Omni-Circular, 2 CFR 200.501 and, as applicable, the corresponding HHS requirements (45 CFR 75.501) and DOL requirements (2 CFR 2900), SUBGRANTEE, LWDB, and AGENT must have an entity-wide single audit and must send 1 copy of every audit report to the ODJFS Office of the Chief Inspector at 30 East Broad Street, 37th Floor, Columbus, Ohio 43215, within 2 weeks of the subrecipient's receipt of any such audit report.
- B. SUBGRANTEE, LWDB, and AGENT have additional responsibilities as an auditee under 2 CFR 200.508 and, as applicable, the corresponding HHS regulation (45 CFR 75.508), which include, but are not limited to:
1. Procure or otherwise arrange for the audit required by this part in accordance with 2 CFR 200.509 and ensure it is properly performed and submitted when due in accordance with 2 CFR 200.512.
 2. Prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510.
 3. Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with 2 CFR 200.511.
 4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

ARTICLE X. SUSPENSION AND TERMINATION, BREACH AND DEFAULT

- A. This Agreement may be terminated in accordance with any of the following:
1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the ODJFS director, SUBGRANTEE, LWDB, and AGENT. The termination agreement must be adopted by resolution of SUBGRANTEE in order to be considered valid. An agreement to terminate is effective on the later of the date stated in the agreement to terminate, the date it is signed by all parties, or the date the termination agreement is adopted by resolution.
 2. Any party to this Agreement may terminate after giving 90 days written notice of termination to the other parties by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 91st day following the receipt of the notice by the other parties.
- B. Notwithstanding the provision of Section A of this Article, ODJFS may suspend or terminate this Agreement immediately upon delivery of a written notice to SUBGRANTEE, LWDB or AGENT if:
1. ODJFS loses funding as described in ARTICLE VII.
 2. ODJFS discovers any illegal conduct on the part of SUBGRANTEE, LWDB or AGENT.
 3. SUBGRANTEE has violated any provision of ARTICLE XIII.
- C. Pursuant to ORC 5101.241 and 2 CFR 200.338, as applicable, if SUBGRANTEE, LWDB, AGENT, or any subrecipients materially fail to comply with any term of an award, federal statute or regulation, an assurance, a state plan or application, a notice of award, the terms of this Agreement, or any other applicable rule, ODJFS may take any or all of the following actions it deems appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the non-federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.
 2. Disallow (that is, deny both use of funds and any applicable matching-credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the federal award.
 4. Submit a recommendation to the federal awarding agency for the initiation of suspension or debarment proceedings authorized under 2 CFR 180.
 5. Withhold further federal awards for the project or program.
 6. Take other remedies that may be legally available.
- D. SUBGRANTEE, LWDB, and AGENT, upon receipt of a notice of suspension or termination, will do all of the following:
1. Cease the performance of the suspended or terminated Subgrant activities under this Agreement.
 2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and subgrant agreements correlated to the suspended or terminated Subgrant activities.
 3. Prepare and submit a report to ODJFS, as of the date that funding expires, that describes the status of all Subgrant activities and includes details of all Subgrant activities performed and the results of those activities.
 4. Perform any other tasks that ODJFS requires.
- E. Upon breach or default by SUBGRANTEE, LWDB, or AGENT of any of the provisions, obligations, or duties embodied in this Agreement, ODJFS will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by ODJFS of any occurrence of breach or default is not a waiver of subsequent occurrences. If ODJFS, SUBGRANTEE, LWDB, or AGENT fails to perform any

obligation hereunder and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

ARTICLE XI. NOTICES

- A. All parties agree that communication regarding Subgrant activities, scope of work, invoice or billing questions, or other routine instructions will be between SUBGRANTEE, LWDB, AGENT, and the ODJFS Agreement Manager identified in ARTICLE I, Section C of this Agreement.
- B. Notices to ODJFS from SUBGRANTEE, LWDB, or AGENT regarding changes to the principal place of operation, billing address, legal name, federal tax identification number, mergers or acquisitions, corporate form, excusable delay, termination, bankruptcy, assignment, and/or any other formal notice regarding this Agreement will be sent to the ODJFS Deputy Director of Contracts and Acquisitions at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215.
- C. Notices to SUBGRANTEE, LWDB, or AGENT from ODJFS concerning termination, suspension, option to renew, breach, default, or other formal notices regarding this Agreement will be sent to the Local Workforce Area representatives at the addresses appearing on the signature page of this Agreement.
- D. All notices in accordance with Sections B and C of this Article will be in writing and will be deemed given when received. All notices must be sent using a delivery method that documents actual delivery to the appropriate address herein indicated (*e.g.*, certified mail).

ARTICLE XII. AMENDMENT AND SUBGRANTS

- A. **Amendment** – This document will constitute the entire agreement among ODJFS, SUBGRANTEE, LWDB, and AGENT with respect to all matters herein. Only a document signed by the authorized representatives of all parties may amend this Agreement. ODJFS, SUBGRANTEE, LWDB, and AGENT agree that any amendments to laws or regulations cited herein, including the terms and conditions of the federal grants issued by the DOL or HHS will result in the correlative modification of this Agreement without the necessity for executing written amendments. Any written amendment to this Agreement will be prospective in nature.
- B. **Subawards**
 - 1. **Subgrants** – Any subgrants by SUBGRANTEE will be made in accordance with 2 CFR 200.201 and, if applicable, corresponding HHS exceptions, 45 CFR 75.352.
 - 2. **Suspension and Debarment** – In accordance with 2 CFR 200.205, 2 CFR Part 2998, and 45 CFR 75.213, SUBGRANTEE, LWDB, and AGENT will not make any award or permit any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under 2 CFR Part 180.
 - 3. **Procurement** – SUBGRANTEE, LWDB, AGENT must ensure that any and all subrecipients maintain a procurement system for purchases of all goods and services paid with funds provided hereunder in compliance with OAC rule 5101:9-4-02, as well as the federal procurement standards prescribed in 2 CFR 200.318 – 2 CFR 200.320, 2 CFR 415.1 and 45 CFR 75.327 – 45 CFR 75.335. In the event of conflict between federal, state, and local requirements, the most restrictive must be used.
 - 4. **Monitoring and Reporting Program Performance** – SUBGRANTEE, LWDB, and AGENT must manage and monitor the routine operations of Subgrant supported activities, including each project, program, subaward, and function supported by the Subgrant, to ensure compliance with all applicable federal requirements, including 2 CFR 200.327, 200.328, 200.330, 200.331, and DOL exceptions at 2 CFR part 2900 and HHS exceptions, 45 CFR 75.342.
- C. **Duties as Pass-through Entity.** With respect to subawards of the funds received under this Agreement to another entity determined to be a subrecipient in accordance with 2 CFR 200.331, SUBGRANTEE, LWDB, and/or AGENT, serving as the pass-through entity, must:
 - 1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the federal award and subaward. Required information includes:

- a. Inform each subrecipient of the proper identification of the federal awards received pursuant to 2 CFR 200.331(a)(1).
 - b. All requirements imposed by the pass-through entity on the subrecipient to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.
 - c. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the federal awarding agency including identification of any required financial and performance reports;
 - d. An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a de minimis indirect cost rate as defined in 2 CFR 200.414;
 - e. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - f. Appropriate terms and conditions concerning closeout of the subaward.
2. Evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:
- a. The subrecipient's prior experience with the same or similar subawards;
 - b. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of 2 CFR 200.331, and the extent to which the same or similar subaward has been audited as a major program;
 - c. Whether the subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the subrecipient also receives federal awards directly from a Federal awarding agency).
3. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR 200.207.
4. Monitor the subrecipient's activities as necessary to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and the terms/conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring must include:
- a. Review of financial and performance reports required by the pass-through entity.
 - b. Follow-up to ensure that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
 - c. Issuance of a management decision for audit findings pertaining to the federal award provided to the subrecipient from the pass-through entity as required by 2 CFR 200.521.
5. Depending upon the pass-through entity's assessment of risk posed by the subrecipient, the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
- a. Training and technical assistance to subrecipient on program-related matters;
 - b. Performance of on-site reviews of the subrecipient's program operations; and
 - c. Arrangement of agreed-upon-procedures engagements as described in 2 CFR 200.425.

6. Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the subrecipient's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR 200.501.
7. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
8. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 for noncompliance of this part and in program regulations.

ARTICLE XIII. CERTIFICATION OF COMPLIANCE WITH SPECIAL GRANT CONDITIONS

By accepting the Subgrant funds provided hereunder and by executing this Agreement, SUBGRANTEE, LWDB, and AGENT hereby affirm current and continued compliance with each condition listed in this Article. SUBGRANTEE's certification of compliance with each of these conditions is considered a material representation of fact upon which ODJFS relied in entering into this Agreement:

- A. If at any time, SUBGRANTEE, LWDB, or AGENT is not in compliance with the conditions affirmed in this Section, ODJFS will consider this Agreement to be *void ab initio* and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. Any funds paid by the State of Ohio under this Agreement for work performed before SUBGRANTEE, LWDB, and AGENT received such notice will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
 1. **Federal Debarment Requirements** – SUBGRANTEE certifies that neither SUBGRANTEE nor any of its principals, LWDB, AGENT, any subrecipients or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. SUBGRANTEE also affirms that within 3 years preceding this agreement neither SUBGRANTEE nor any of its principals, LWDB, AGENT, or subrecipients or subcontractors:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (Federal, State, or local) terminated for cause or default.
 2. **Mandatory Disclosures** – Pursuant to 2 CFR 200.113, SUBGRANTEE, LWDB, and AGENT must disclose in writing to ODJFS in a timely manner all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
 3. **Qualifications to Conduct Business** – SUBGRANTEE, LWDB, and AGENT each affirm that they and any and all subrecipients and subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period SUBGRANTEE, LWDB, AGENT, or any subrecipients or subcontractors, for any reason, become disqualified from conducting business in the Ohio, SUBGRANTEE will immediately notify ODJFS in writing and will take measures to ensure that the disqualified party immediately ceases performance of Subgrant activities.
 4. **Unfair Labor Practices** – SUBGRANTEE, LWDB, and AGENT, each affirm that neither they, nor their principals or any of their subrecipients or subcontractors are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify SUBGRANTEE, LWDB, AGENT, or a subrecipient as having more than 1 unfair labor practice contempt of court finding.
 5. **Finding for Recovery** – SUBGRANTEE affirms that SUBGRANTEE, its principals, LWDB, AGENT, or subrecipients or subcontractors are not subject to a finding for recovery under ORC 9.24, or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

- B. If at any time SUBGRANTEE, LWDB, or AGENT are not in compliance with the conditions affirmed in this Section B, ODJFS may immediately suspend or terminate this Agreement and will deliver written notice to SUBGRANTEE, LWDB, and AGENT. SUBGRANTEE, LWDB, and AGENT will be entitled to compensation only for activities performed during the time the parties were in compliance with the provisions of this Section B. Any funds paid by the State of Ohio for work performed during a period when the parties were not in compliance with this Section B will be immediately repaid or the State of Ohio may commence an action for recovery against SUBGRANTEE.
1. **Americans with Disabilities** – SUBGRANTEE LWDB, AGENT, their officers, employees, members, subrecipients and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990, as amended and Section 504 of the Rehabilitation Act of 1973, as amended.
 2. **Fair Labor Standards and Employment Practices.**
 - a. SUBGRANTEE, LWDB, and AGENT each certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. Pursuant to WIOA Section 188, in carrying out this Agreement, SUBGRANTEE, LWDB, and AGENT will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion, demotion, rate of compensation, and eligibility for in-service training programs.
 - c. SUBGRANTEE, LWDB, and AGENT agree to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. SUBGRANTEE, LWDB, and AGENT agree to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subgrants or subcontracts for the workforce development activities funded hereunder.
 3. **Ethics Laws** – SUBGRANTEE, LWDB, and AGENT certify that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2019-11D pertaining to ethics. SUBGRANTEE, LWDB, and AGENT further agree that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
 4. **Nepotism** – Per 20 CFR 683.200:
 - a. No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.
 - b. To the extent that an applicable state or local legal requirement regarding nepotism is more restrictive than 20 CFR 683.200, the state or local requirement must be followed.
 5. **Conflict of Interest** – In addition to the WIOA restrictions and requirements listed in Article IV, SUBGRANTEE, LWDB, and AGENT must comply with the following, as applicable:
 - a. When a local organization functions simultaneously in 2 or more roles, which may include AGENT, LWDB staff, OhioMeansJobs center operator, and direct provider of career or training services, then the SUBGRANTEE and LWDB, per 20 CFR 679.430, must execute a written agreement with the local organization that specifies how the organization will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations listed in the subsections below. The agreement must be written in accordance with Section IV of WIOAPL 15-18.1.
 - b. SUBGRANTEE, LWDB, and AGENT certify, by executing this Agreement, that no party who holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, 1 or more personal monetary contributions in excess of \$1,000.00 to the current Governor or to the Governor's campaign committee when the Governor was a candidate for office within the previous 2 calendar years.

- c. SUBGRANTEE, LWDB, and AGENT agree to refrain from promising or giving to any ODJFS employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. SUBGRANTEE, LWDB, and AGENT further agree not to solicit an ODJFS employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43 and that SUBGRANTEE, LWDB, AGENT, their officers, members, and employees are compliant with ORC 102.04 and have filed a statement with the ODJFS Chief Legal Counsel if required under ORC 102.04(D)(2).
- d. SUBGRANTEE, LWDB, and AGENT agree that SUBGRANTEE, LWDB, AGENT, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of SUBGRANTEE's, LWDB's or AGENT's functions and responsibilities under this Agreement. If SUBGRANTEE, LWDB, AGENT, their officers, employees, or members acquire any incompatible, conflicting, or compromising interest, SUBGRANTEE, LWDB, and AGENT agree to immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. SUBGRANTEE, LWDB, and AGENT further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS determines that participation would not be contrary to public interest.
- e. SUBGRANTEE, LWDB, and AGENT will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

6. Lobbying Restrictions.

- a. WIOA Section 195 prescribes the following prohibitions on lobbying:
 - (1) Publicity Restrictions- No funds provided under WIOA shall be used for:
 - (a) Publicity or propaganda purposes; or
 - (b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:
 - (i) The enactment of legislation before Congress or any State or local legislature or legislative body; or
 - (ii) Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.
 - (2) Exception - Subparagraph (1) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships;
 - (b) The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
 - (c) Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.
 - (3) Salary Restrictions - No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before Congress or any State government, or a State or local legislature or legislative body.
 - (4) Exception - Subparagraph (3) shall not apply to:
 - (a) Normal and recognized executive-legislative relationships; or

- (b) Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.
- b. SUBGRANTEE, LWDB, and AGENT each affirms that no federal funds paid to SUBGRANTEE, LWDB, or AGENT by ODJFS through this or any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. SUBGRANTEE, LWDB, and AGENT further certify compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
- c. If the amount of funds authorized hereunder exceeds One Hundred Thousand and 00/100 (\$100,000.00), SUBGRANTEE, LWDB, and AGENT each affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
- d. SUBGRANTEE, LWDB, and AGENT each agree to include the language of this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- e. SUBGRANTEE, LWDB, and AGENT each certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
7. **Child Support Enforcement** – SUBGRANTEE, LWDB, and AGENT each agrees to cooperate with ODJFS and any child support enforcement agency in ensuring that SUBGRANTEE, LWDB, AGENT, their employees, and subrecipients and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
8. **Pro-Children Act** – If any activities funded hereunder call for services to minors, SUBGRANTEE, LWDB, and AGENT each agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
9. **Drug-Free Workplace** – SUBGRANTEE, LWDB, AGENT, their officers, employees, members, subrecipients and/or any independent contractors (including all field staff) associated with this Agreement agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. SUBGRANTEE, LWDB, and AGENT will make a good faith effort to ensure that none of their officers, employees, members, subrecipients or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
10. **Work Programs** – SUBGRANTEE, LWDB and AGENT each agrees not to discriminate against individuals who have or are participating in any work program administered by any county department of Job and Family Services under ORC Chapters 5101 or 5107.
11. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 – To the extent possible, SUBGRANTEE, LWDB, and AGENT each agrees to provide priority of service to veterans and covered spouses for any qualified job training program.
12. **Buy American Requirements** (41 USC 8302) – To the greatest extent practicable, per WIOA Section 502, SUBGRANTEE, LWDB, and AGENT each agrees to use funds provided hereunder to purchase American made equipment and products.
13. **Salary and Bonus Limitations** – Per WIOA Section 194(15), SUBGRANTEE, LWDB, and AGENT each agrees to comply with all salary and bonus limitations.

14. **Environmental Protections** – SUBGRANTEE, LWDB, and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. SUBGRANTEE, LWDB and AGENT agree to comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan developed in compliance with the Energy Policy and Conservation Act (42 USC 6201). Violations must be reported to the Federal awarding agency and the Regional Office of the USEPA and ODJFS.
15. SUBGRANTEE, LWDB, and AGENT will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).
16. If applicable, SUBGRANTEE, LWDB, and AGENT will comply with the provision of 2 CFR, Subtitle A, Chapter I, Part 25 regarding Central Contractor Registration and Universal Identifier Requirements.
17. Pursuant to 22 USC 7104(g), Trafficking Victims Protection Act of 2000, as amended, this Agreement may be terminated without penalty if SUBGRANTEE, LWDB, AGENT, or any subcontractor or subgrantee paid with funds provided hereunder:
 - a. Engages in severe forms of trafficking in persons or has procured a commercial sex act during the period this Agreement or any subcontracts or subagreements are in effect; or uses forced labor in the performance of activities under this Agreement or under any subcontracts or subagreements.
 - b. SUBGRANTEE, LWDB and AGENT agree that they shall notify, and require all of its subgrantees or subcontractors to notify, its employees of the prohibited activities.
18. Pursuant to Presidential Executive Order 13043 (April 16, 1997), *Increasing the Use of Seat Belts in the United States*, SUBGRANTEE, LWDB, and AGENT are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
19. Pursuant to Presidential Executive Order 13513: Section 4, *Text Messaging-While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients*, SUBGRANTEE, LWDB, AGENT, and all subcontractors and subrecipients paid with funds provided hereunder are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.
20. **Rights to Inventions** – If applicable, if any products or services provided under this Agreement meet the definition of "funding agreement" under 37 CFR 401.2(a), and SUBGRANTEE, LWDB or AGENT enter into a contract or subgrant with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the SUBGRANTEE, LWDB or AGENT must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the federal awarding agency.
21. **Civil Rights Assurance** – The SUBGRANTEE, LWDB and AGENT hereby agree that as long as SUBGRANTEE is a recipient of federal financial assistance, each will comply with Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d et seq.), the Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and all provisions required by the implementing regulations of the Department of Health and Human Services and Department of Labor. SUBGRANTEE shall require all entities with which it subgrants and contracts to incorporate this Section in all its existing agreements and contracts that are funded in whole or in part with funds from the Department of Labor or Health and Human Services, and shall further require those entities to incorporate the above language in all future agreements and contracts with other entities.
22. **Certification of Compliance** – SUBGRANTEE, LWDB and AGENT certify that they are in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subgrantees or subcontractors.

23. Religious Activities

- a. WIOA Section 188(a)(3) prohibits the use of funds to employ participants to carry out the construction, operation, or maintenance of any part of any facility used for sectarian instruction or as a place for religious worship with the exception of maintenance of facilities that are not primarily used for instruction or worship and are operated by organizations providing services to WIOA participants.
- b. Per 29 CFR 2, Subpart D, WIOA Title I financial assistance may be used to employ or train participants in religious activities only when the assistance is provided indirectly within the meaning Establishment Clause of the United States Constitution and not when the assistance is provided directly.
- c. 29 CFR 2, Subpart D also sets forth requirements for equal treatment of religious organization and protection of the religious liberty of DOL social service providers and beneficiaries.

ARTICLE XIV: CONFIDENTIALITY

- A. SUBGRANTEE, LWDB, and AGENT expressly agree to abide by all applicable federal, state, and local laws regarding confidential information—including, but not limited to:
1. WIOA Section 185(a)(4)(B), which is codified at 29 USC 3245(a)(4)(B).
 2. WIOA Section 501. Protects student records and prohibits the creation of a national database containing personally identifiable information.
 3. The Privacy Act (5 USC 552a).
 4. 7 USC 2020(e)(8).
 5. The Family Educational and Privacy Rights Act (20 USC 1232g), referenced in WIOA Sections 102(b)(2)(C)(v)(III), 116(i)(3), 122(d)(4), and 501(a). This Act is also found in section 444 of the General Education Provisions Act and is intended to protect student records.
 6. 29 USC 701(a)(4) and (c)(2) and 29 USC 751.
 7. 20 CFR 603 regarding confidentiality and disclosure of state Unemployment Insurance (UI) information.
 8. 29 CFR 71.14(a)(2) and (c). Department of Labor regulation on use of non-public information.
 9. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 10. ORC 149.43(A)(1), lists records that are exempted from treatment as public record.
 11. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 12. ORC 1347.01(E).
 13. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 14. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
 15. ORC 4141.21, 4141.22, and 4141.99 regarding use and disclosure of (UI) records.
 16. ORC 5101.27 Restricting Disclosure of identifying information regarding public assistance applicants and recipients.
 17. OAC 5101:1-1-03 regarding confidentiality of TANF applicant/recipient information.
 18. OAC 5101:1-1-36. IEVS.

19. OAC 5101:4-1-13(C) regarding confidentiality of SNAP applicant/recipient information.
 20. OAC 5101:9-9-21(H)(3) and 5101:9-9-25.1. Require county family services and workforce agencies to safeguard and protect all applicant and recipient information and federal tax information, in accordance with state and federal laws and regulations.
 21. OAC Sections 5101:9-22-15 and 5101:9-22-16 regarding release of and access to confidential personal information.
 22. OAC 4141-43-01 and 4141-43-02 regarding confidentiality and permissible uses and disclosures of employment and training information, wage information, employer information, and unemployment claimant information.
 23. OAC 3304-2-63 regarding use of information relative to participants of Ohio's Vocational Rehabilitation Programs.
 24. U.S. Department of Labor Training and Employment Guidance Letter (TEGL) 39-11, "Guidance on the Handling and Protection of Personally Identifiable Information," June 28, 2012.
- B. SUBGRANTEE, LWDB, and AGENT will execute agreements with any third party that will receive data identified as confidential under federal or state law and will include in those agreements all provisions required under the applicable federal or state law. Prior to the execution of such agreements, SUBGRANTEE, LWDB, and AGENT will ensure that the applicable federal and state confidentiality rules that govern a particular source of data allow disclosure to third parties for the purpose the third party is intended to receive it.
 - C. SUBGRANTEE, LWDB, and AGENT will ensure that no ODJFS confidential information is disclosed to third parties or to unauthorized individuals without the express written consent of ODJFS.
 - D. SUBGRANTEE, LWDB, and AGENT will ensure that the collection and use of any information, systems, or records that contain confidential data will be limited to purposes of the specific programs and activities to which the data pertains or for which the data was generated or collected.
 - E. SUBGRANTEE, LWDB, and AGENT will ensure that access to software systems and files under its control that contain confidential information will be limited to authorized staff members who are assigned responsibilities in support of the program or service to which the data pertains and who must access the information to perform those responsibilities. SUBGRANTEE, LWDB and AGENT expressly agree to take measures to ensure that no confidential information is accessible by unauthorized individuals.
 - F. SUBGRANTEE, LWDB, and AGENT will maintain a current list of staff members who are authorized to access confidential information and will identify the types of data and data sources that the authorized staff members will be permitted to access.
 - G. SUBGRANTEE, LWDB, and AGENT will ensure that all staff members authorized to access confidential data are aware of the requirements and restrictions pertinent to the data and the penalties for disclosure or misuse.

ARTICLE XV. MISCELLANEOUS PROVISIONS

- A. **Limitation of Liability:** To the extent permitted by law, ODJFS agrees to be responsible for any liability directly relating to any and all acts of negligence by ODJFS. To the extent permitted by law, SUBGRANTEE, LWDB, and AGENT each agrees to be responsible for any liability directly related to any and all of their own acts of negligence. In no event will any party be liable for any indirect or consequential damages, even if ODJFS, SUBGRANTEE, LWDB, or AGENT knew or should have known of the possibility of such damages. This provision is not intended to relieve SUBGRANTEE from exclusive liability per WIOA Section 107(d)(12)(B)(i) for the misuse of WIOA funds allocated hereunder per WIOA Sections 128 and 133.
- B. **Choice of Law; Partial Invalidity:** This Agreement will be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Subgrant Agreement be found unenforceable by operation of statute or by administrative or judicial decision, the remaining portions of this Subgrant Agreement will not be affected as long as the absence of the illegal or unenforceable provision does not render the performance of the remainder of this Agreement impossible.
- C. **Construction:** Nothing in this Agreement is to be construed to provide an obligation for any amount or level of funding, resources, or other commitment by ODJFS to the Local Workforce Area, SUBGRANTEE, LWDB,

AGENT, or any other entity, agency or individual, unless specifically set forth in state or federal law. Nothing in this Agreement is to be construed to provide a cause of action in any state or federal court or in an administrative forum against the State of Ohio, ODJFS, or any of the officers or employees of the State of Ohio or ODJFS.

- D. **Liens:** SUBGRANTEE will not permit any lien or claim to be filed or prosecuted against ODJFS or the State of Ohio because of any labor, services, or materials furnished. If SUBGRANTEE, LWDB or AGENT fails, neglects, or refuses to make prompt payment of any claims for labor, services, or materials furnished to SUBGRANTEE, LWDB, or AGENT in connection with this Agreement, ODJFS or the State of Ohio may, but is not obligated to, pay those claims and charge the amount of payment against the funds due or to become due to SUBGRANTEE, LWDB, and AGENT under this Agreement.
- E. **Delay:** No party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delaying party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. The delaying party must also describe the cause of the delay and its proposal to remove or mitigate the delay. Notices will be sent pursuant to ARTICLE XI. In the event of excusable delay, the date of performance or delivery of products may be extended by amendment, if applicable, for a time period equal to that lost due to the excusable delay. Reliance on a claim of excusable delay may only be asserted if the delaying party has taken reasonable steps to mitigate or avoid the delay. Items that are controllable by any subcontractor or subrecipient of SUBGRANTEE, LWDB, or AGENT will be considered controllable by SUBGRANTEE except for third-party manufacturers supplying commercial items and over whom SUBGRANTEE has no legal control. The final determination of whether an instance of delay is excusable lies with ODJFS in its discretion.
- F. **Intellectual Property Rights.**
1. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 - a. The copyright in all products developed with funds provided hereunder, including a subgrant or subcontract; and
 - b. Any rights of copyright to which ODJFS, SUBGRANTEE, LWDB, AGENT, or a subrecipient or contractor purchases ownership under an award (including but not limited to: curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.
 2. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."
- G. **Risk Assessment.** In accordance with 2 CFR 200.331 and 2 CFR 200.207, ODJFS as a pass-through entity evaluates SUBGRANTEE, LWDB, and AGENT's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward. If deemed required, SUBGRANTEE, LWDB, and AGENT agree to comply with specific conditions and monitoring requirements posed by ODJFS to ensure proper accountability and compliance with program requirements and achievement of performance goals.

H. **Counterpart Language.** This Agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

Signature Page Follows:
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OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
LOCAL WORKFORCE DEVELOPMENT SYSTEM
SUBGRANT AGREEMENT

SIGNATURE PAGE

G-2021-15-0017

The parties have executed this Subgrant Agreement as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

Signatures must include the Chief Elected Official(s) and authorized representatives of the Local Workforce Development Board and the Fiscal Agent.

Warren County Board of Commissioners
406 Justice Drive, Suite 311
Lebanon, Ohio 45036

Ohio Department of Job and Family Services
30 East Broad Street, 32nd Floor
Columbus, Ohio 43215

David Young, Vice President
Printed Name & Title

Kimberly L. Hall, Director

*  6/18/19
Signature Date

Date

Printed Name & Title

Printed Name & Title

* _____
Signature Date

Signature- Date

Tom Grossmann,
Printed Name & Title

Printed Name & Title

*  6/18/19
Signature Date

Signature Date

Printed Name & Title

Printed Name & Signature

Signature Date

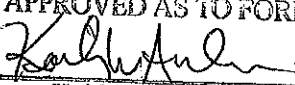
Signature

Printed Name & Title

Printed Name & Title

Signature Date

Signature Date

APPROVED AS TO FORM

Keith W. Anderson
Asst. Prosecuting Attorney
LEBANON, OHIO

**DEPARTMENT OF ADMINISTRATIVE SERVICES/OHIO DEPARTMENT OF
JOB AND FAMILY SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2019-12D

Banning the Expenditure of Public Funds on Offshore Services

This form must be completed and signed by every bidder, offeror, applicant, grantee, or vendor seeking to do business with Ohio Department of Job and Family Services. This form must either be submitted as part of the response to any invitation to bid, request for proposals, state term schedule, multiple award contract, request for quotations, informal quotations, and statement of work or submitted during the negotiation of a business relationship but prior to the execution of an agreement.

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the Signee affirms, understands and will abide by the requirements of Executive Order 2019-12D issued by Ohio Governor Mike DeWine. If awarded an agreement, the Signee becomes the Contractor/Grantee and affirms that both the Contractor/Grantee and any of its subcontractors/subgrantees shall perform no services requested under this Agreement outside of the United States. The Executive Order is attached and is available at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

The Signee shall provide all the name(s) and location(s) where services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the Signee not responsive and no further consideration will be given to the response. Signee's offering will not be considered. If the Signee will not be using subcontractors/subgrantees, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor/Grantee:

(Address)

(City, State, Zip)

Name/Principal location of business of subcontractor(s)/subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor/Grantee:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s)/subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor/Grantee:

(Address)

(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s)/subgrantees:

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor/Grantee:

(Address)

(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s)/Subgrantee(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

By signing below, I hereby certify and affirm that I have reviewed, understand, and will abide by the Governor's Executive Order 2019-12D, I attest that no funds provided by ODJFS for this project will be used to purchase services provided outside the United States or to contract with a subcontractor who will use the funds to purchase services provided outside the United States, I will promptly notify ODJFS if there is a change in the location where any of the services relating to this project will be performed. If I am signing this on behalf of a company, business, or organization. I hereby acknowledge that I have the authority to make this certification on behalf of that entity.

Signature

Date

Entity Name

Address (Principal Place of Business)

Printed name of individual authorized to sign
on behalf of entity

City, State, Zip

**AUTHORIZATION to SUPPORT the COMPREHENSIVE CASE MANAGEMENT
EMPLOYMENT PROGRAM**

The Workforce Development Board for Area _____ met in regular session on the ____ of _____, 2019, with the following members present:

WHEREAS, The Comprehensive Case Management and Employment Program (CCMEP), established under Section 5116.02 of the Ohio Revised Code (ORC), to provide employment, training and other supportive services to youth ages 14 to 24 with barriers to employment, based upon a comprehensive assessment of an individual's employment and training needs;

WHEREAS, Participation in CCMEP allows Workforce Innovation and Opportunity Act (WIOA) Youth funds allocated to local workforce development areas to be braided with Temporary Assistance for Needy Families (TANF) funds allocated to CCMEP lead agencies;

WHEREAS, ORC 5116.20 acknowledges that local workforce development area participation in CCMEP is at the discretion of the local workforce development board;

WHEREAS, Each local workforce development board that elects to participate in CCMEP must formally authorize the use of WIOA youth funds for CCMEP before braiding with TANF funds may occur.

THEREFORE, the Workforce Development Board for Area _____ hereby authorizes use of WIOA Youth funds for the Comprehensive Case Management and Employment Program during the 2020-2021 State Fiscal Biennium that begins July 1, 2019 and ends June 30, 2021.

[Printed Name & Title] Date

[Printed Name & Title] Date

[Printed Name & Title] Date

Resolution

Number 19-0771

Adopted Date June 18, 2019

APPROVE AND AUTHORIZE THE WARREN COUNTY PROSECUTOR'S OFFICE TO SUBMIT A GRANT APPLICATION FOR VICTIMS ASSISTANCE FUNDS

BE IT RESOLVED, to approve and authorize the submission of 2019-2020 Application for Victims of Crime Act (VOCA) Program and the State Victims Assistance Act (SVAA) to the Attorney General's Office on behalf of the Warren County Prosecutor's Office, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to authorize the President and/or Vice President of this Board to sign documents relative thereto; and


BE IT FURTHER RESOLVED, in the event funding is not available, the Warren County Board of Commissioners has no further obligation to fund this program.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Vsp\

cc: Prosecutor (file).
OGA

Your Request | View

[View](#) [Details](#) [Essays](#) [Budget](#) [Documents](#) [Preview](#)

Grant Request

Request: #132692245
Program Name: 2020 Warren County Prosecutor's Office VOCA Grant
SVAA Amount Requested: \$3,453.00
VOCA Amount Requested: \$96,256.95
Organization: Warren County Prosecutor's Office
Request Status: Created

Please review to ensure application is filled out in its entirety. Applications with missing information may not be reviewed.

Organization Documents

[Articles of Incorporation and Amendments](#)

[IRS Determination Letter](#)

Project Overview

Prior Funding? Yes	Ohio Congressional District(s) 7
Type of Applicant Public Agency (Local)	Ohio House District(s) 1
Type of Application SVAA,VOCA	Ohio Senate District(s) 54/62
Assistance Establishment Date 07/01/1982	

Fiscal Officer of Project

Fiscal Officer Name David P. Fornshell	Fax (513)695-2962
Email david.fornshell@warrencountyprosecutor.com	Phone Number (513)695-1325

Organization Accounting System

Pick One County Auditor's Office
Name, Phone, Email of Third Party Agent
Other Accounting System Explain

Counties Served

Current Warren
Proposed Warren

Priority Crime Categories and Underserved Victims

Indicate the percentage of the applicant's service that is aimed at the following crime categories

Child Abuse 7.10 %	Sexual Assault 1.80 %
Domestic Violence 27.20 %	Other 63.90 %

Indicate the percentage of the applicant's service that is aimed at the following types of victims.

Elderly 1.00 %	Lesbian, Gay, Bisexual, Transgender 0.25 %
Victims with Disabilities 2.67 %	

Program Service Summary

Please indicate your primary program classification.

Pick (use control to select multiple) Prosecutor or Law Enforcement based program

Sub programs

Rape Crisis Programs

Advocacy Programs Assess and make referrals for medical & social services, Assess the safety of the victim(s) & assist with a safety plan, Inform the victim(s) of rest victim of any public court proceedings with the accused, Provides services to cases regardless of their ability to be prosecuted fully., Response to

Domestic violence shelters

General programs

Types of criminal victimization categories the agency projects to serve for this grant period.

Pick (use control to select multiple) Adult Sexual Assault, Arson, Assault, Child Physical Abuse, Child Sexual Abuse, Domestic Violence, DUI/DWI Crashes, Elder Abuse, Harassment, Stalking, Other, Robbery, Stalking, Survivors of Homicide Victims, Terrorism, Vehicular Assault

Explanation Our division will serve these victims by providing information regarding the criminal justice system and its process. We will notify victims of court We will accompany victims into the courtroom and assist them in making statements to the court. We will provide information and referrals to all agencies. We will also make mandatory referrals to the appropriate children services agency.

Types of services to be provided by the agency for this grant period.

Pick (use control to select multiple) Assistance in Filling Compensation Claims, Criminal Justice Support/Advocacy, Emergency Legal Advocacy, Follow-up, Information and Referral (Informational and Referral, Training for Other Service Providers, Transportation

Explanation These services will be provided by 1. Assessing and making referrals for medical and social services, assessing the safety and trauma to the vi requests for restitution and apply for Victims of Crime Compensation. 3. Informing the victims of their rights and of any public court proceeding. crisis support, as well, as following up with information and assessing their needs.

Coordinated Services Information

Judges or Court Administrators

Law Enforcement

Name Judge Joseph Kirby
Email Jdg.Joseph.Kirby@co.warren.oh.us

Law Enforcement Name Detective Nick
Email Nick.Behymer@

City/County Prosecutor

Other Victim Service Provider

Name Bethany Bennett
City Email bethanysbennett@yahoo.com

Name Melissa Murphy
Email arcs-murphy@

How is your project different from similar projects at other organizations in your service area?

Details The Warren County Prosecutor's Office Victim Witness Division Project is different from similar projects in our service area by being directly unc the county when someone has been charged with a criminal offense. Each court in the county is assigned its own victim witness coordinator fro

Is your organization a member of a national or regional organization?

Select Yes

Are these services standardized through this membership?

Select No

Is your organization accredited?

Select No

Does your program/organization collect data on any facet of your service or service population?

Data Collection Yes

Essays

Given that crime is a pervasive problem creating further problems within a community, define the need that your program has recognized/identified and seeks to serve or address. Contextualize this program operates. **Please note, this question asks you to reflect on your response to crime, not the existence of crime itself.**

Community Need

What resources are available within the community that could or do contribute to addressing this need(s)? Resources can include things like availability of childcare, access to internet, ease of tran

Community Resources

How do you identify, reach out to, or make contact with the victims of crime that you intend to serve? Do you have any outreach practices in place to reach historically underserved, underrepresent

Underserved Populations

What direct services and/or activities does your program provide for crime victims? **Please include ALL direct services and/or activities for crime victims, not just those funded by VOCA and/or SV

Direct Services

How do you ensure that these services and/or activities are trauma-informed?

Trauma Informed Services

What plans do you have in place to address historical trauma? Please address historical trauma from the perspective of both an individual victim with a history of victimization and a group of people victimization/discrimination.

Historical Trauma

What kind of data or information do you collect in the course of your service, and how do you use it to judge the effectiveness of your program?

Data Collection

How do you utilize existing resources within the community to create the services and/or activities you provide?

Existing Resources

How do you ensure equal access to your program's services, activities, and materials? Access can be related to overcoming barriers associated with language, developmental abilities, physical ch

Equal Access

Provide specific details of how you collaborate or coordinate with other organizations. How do you work together to meet a need? How do you prevent unnecessary duplication of services?

Collaboration and Coordination

How do you create a trauma-informed environment within your program and how do you ensure that this is reflected in your services, activities, and materials?

Trauma Informed Environment

Describe the immediate change/benefit that occurs or that you perceive as a result of the services you provide. How does this change or benefit effectively respond to the need you stated in Quest

Change/Benefits

Discuss how you ensure your program's sustainability. Please include how you maintain flexibility and responsiveness to changes in social trends, victimization, technology, etc.

Program Sustainability

How do you create accountability within your program or organization?

Accountability

In 2017, Ohio voters passed Marsy's Law. The law will work to ensure crime victims in Ohio have specific rights in the criminal justice process. Describe how your organization ensures that victims you refer victims to other service providers for information about their rights, detail that process.

Victims' Rights

Budget

Cultural Diversity of Applicant Agency

Caucasian Volunteers	0	Caucasian Staff	37	*Caucasian Governin
African American Volunteers	0	African American Staff	0	*African American G
Hispanic Volunteers	0	Hispanic Staff	0	*Hispanic Governin
Asian Volunteers	0	Asian Staff	1	*Asian Governin
Native American Volunteers	0	Native American Staff	0	*Native American G
Other Volunteers	0	Other Staff	0	*Other Staff Governin
Volunteer Totals	0	Staff Total	38	Governing Bc

Service Areas

Export 1-1 of 1

Action	ID	African American	Asian	Caucasian	Created At	Created By	Hispanic	Name	Name
View Del	132701176	3.60 %	5.80 %	86.40 %	06/06/2019 12:46 PM	Jessi Flint	2.70 %		Warren County

Project Budget

Projected Budget  Victim Witness Division Salaries and Benefits.pdf (74 KB)

Funding Sources

xport 1-1 of 1

Action	ID	Created At	Created By	Federal Funds	Federal Revenue	Fiscal Site Visits	Requests
View Del	132701661	06/06/2019 02:38 PM	Jessi Flint	VOCA	\$96,256.95		2020 Warren County Prosecutor's Office VOCA Grant

xport 1-1 of 1

Action	ID	Created At	Created By	Fiscal Site Visits	Request	State Funds	State Funds
View Del	132701662	06/06/2019 02:38 PM	Jessi Flint		2020 Warren County Prosecutor's Office VOCA Grant	SVAA	

xport 1-1 of 1

Action	ID	Created At	Created By	Local Revenue	Projected Revenue	Request
View Del	132701663	06/06/2019 02:38 PM	Jessi Flint	WARREN COUNTY COMMISSIONERS	\$125,347.89	2020 Warren County Prosecutor's Office VOCA

xport 1-1 of 1

Action	ID	Created At	Created By	Other Revenue	Other Revenue	Projected Revenue	Request
View Del	132701664	06/06/2019 02:38 PM	Jessi Flint	MUNICIPAL COURT FUND		\$80,000.00	2020 Warren County Prosecutor's Office VOC/

Budget Narrative

Details

Costs & Budget Table


Void Cost	Budget Computation	Cost Category	Total Amount	Cost Item	Cost Per Unit/Hour	Units/Hours	Fringe Benefits	Type	Match Amount	Match Type	Cost	Import Adj
SVAA												
	ERROR: Error missing ; before statement (line #1) in formula: '2020 Warren County Prosecutor's Office	Travel	\$2,000.00	COURT TRAVEL	\$0.50	4,000.00	\$0.00	SVAA	\$0.00		COURT TRAVEL	
	ERROR: Error missing ; before statement (line #1) in formula: '2020 Warren County Prosecutor's Office	Printing	\$303.00	FIRST RESPONDER CARDS	\$3.03	100.00	\$0.00	SVAA	\$0.00		FIRST RESPONDER CARDS	
	ERROR: Error missing ; before statement (line #1) in formula: '2020 Warren County Prosecutor's Office	Other	\$1,000.00	IN STATE TRAINING	\$200.00	5.00	\$0.00	SVAA	\$0.00		IN STATE TRAINING	
	ERROR: Error missing ; before statement (line #1) in formula: '2020 Warren County Prosecutor's Office	Other	\$150.00	EMERGENCY	\$2.00	75.00	\$0.00	SVAA	\$0.00		EMERGENCY	
	Subtotal		\$3,453.00						\$0.00			
VOCA												
	ERROR: Error missing ; before statement (line #1) in formula: '2020 Warren County Prosecutor's Office	Personnel	\$72,582.34	MELISSA KENNARD	\$23.81	2,080.00	\$23,057.54	VOCA	\$14,516.47	Cash	MELISSA KENNARD	
	ERROR: Error missing ; before statement (line #1) in formula: '2020 Warren County Prosecutor's Office	Personnel	\$47,738.85	LAUREN MAY	\$17.36	2,080.00	\$11,630.05	VOCA	\$9,547.77	Cash	LAUREN MAY	
	Subtotal		\$120,321.19						\$24,064.24			
	Page Total		\$123,774.19						\$24,064.24			
	Grand Total		\$123,774.19						\$24,064.24			

Budget Table

Cost Category	VOCA Request	Cash Match	In-Kind Match	Total C
Personnel	\$96,256.95	\$24,064.24	\$0.00	\$120,321.19
Consultants	\$0.00	\$0.00	\$0.00	\$0.00
Contract Help	\$0.00	\$0.00	\$0.00	\$0.00
Rent	\$0.00	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Groceries	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00
Other (Includes Equipment, Furnishing, & Appliances)	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$96,256.95	\$24,064.24	\$0.00	\$120,321.19

Request Documentation

Board Information

Job descriptions for personnel listings  Job Descriptions.pdf (897 KB)

Samples for material to be printed  First Responder Cards.doc (40 KB)

Request for Volunteer Waiver

Match Waiver Request

Reason for Match Waiver

Ready To Submit?

Budget Computation "ERROR: Error missing ; before statement (line #1) in formula:'2020 Warren County Prosecutor's Office VOCA Grant'" has been updated.

Your Request | Budget

[View](#) [Details](#) [Essays](#) [Budget](#) [Documents](#) [Preview](#)

Demographic Information

Cultural Diversity of Applicant Agency

Caucasian Volunteers	0	Caucasian Staff	37
African American Volunteers	0	African American Staff	0
Hispanic Volunteers	0	Hispanic Staff	0
Asian Volunteers	0	Asian Staff	1
Native American Volunteers	0	Native American Staff	0
Other Volunteers	0	Other Staff	0
Volunteer Totals	0	Staff Total	38

Demographic Profile: Service Area

Please define the geographical area(s) services are provided and provide demographic data

Service Areas

Name	Caucasian	African American	Hispanic	Asian	Native American	Other	
Warren C	86.40	3.60	2.70	5.80	0.20	2.70	Delete

Project Budget

Organization/Agency Budget Information

Please attach your organization's projected budget for the next fiscal year. Larger organizations may upload a unit- or section-specific budget. **Please note this is not a space to upload the budget you are requesting for your VOCA grant. This is the budget for your agency or program as a whole excluding VOCA money.**

Projected Budget No file chosen

(2048 KB max)

Victim Witness Division Salaries and Benefits.pdf (74 KB) Remove

Program Specific Budget Information

Add in lines to describe your program's projected revenue for the next fiscal year. This applies to the funded victim-oriented program only. For example, a Prosecutor-based program would include revenues toward it's victim-witness division here, but would not include funding used for prosecution.

Federal

Federal Funds	Federal Revenue	
VOCA	\$96,256.95	Delete

State

State Funds	State Revenue	
SVAA	\$3,453.00	Delete

Local

Local Revenue	Projected Revenue	
WARREN COUNTY COMMIS	\$125,347.89	Delete

Other Revenue

Other Revenue	Projected Revenue	
MUNICIPAL COURT FUND	\$90,925.03	Delete

Budget Narrative

Provide a written narrative and discussion for each cost requested within the budget computation (done below). Be sure to fully discuss rationale for all costs and detail how projections were made. Fringe benefits should be discussed in detail. Employee raises over prior years must be discussed and justified. Successful budget narratives will be able to show the need of budgeted items toward completing the project and goals discussed during the essay questions portion of this application. The source of matching funds may also be discussed.

- Project match is required for all VOCA grants; match must be 20% of the total project. In-kind or cash may used to match any budgeted costs
- SVAA grants do not require match
- Indirect costs are allowable up to 10% of total direct costs using the Modified Total Direct Costs. If you have an established federal indirect cost rate, you are permitted to use that.

Details

Indirect Costs

Does your organization intend to charge indirect costs to this VOCA award?

Indirect Costs

No

If your organization is utilizing a Federally Negotiated Indirect Costs Rate, please upload the Indirect Cost Rate Agreement/Approval here:

Indirect Cost Rate Agreement

Choose File

No file chosen

(80 MB max)

Budget Computation

Use the Budget Computations link below to edit the proposed budget within this system. Add costs for each item the organization is requesting.

*****IMPORTANT*** If you are requesting a match waiver, you MUST enter all match you wish to be waived as in-kind match, otherwise the request may not be considered.**

[View Budget Computation](#)

[Save & Continue](#)

[View](#)

[Details](#)

[Essays](#)

[Budget](#)

[Documents](#)

[Preview](#)

PERSONNEL (Position 1) -One full-time Victim Witness Coordinator for crimes being prosecuted in Warren County Common Pleas Court

This position is currently held by Melissa Kennard. Melissa has eight years of experience at the Warren County Prosecutor's Office and over thirteen years of collective experience in the field. Melissa's job description is attached.

VOCA funds for this position are needed to provide victim services for crime victims in Warren County's felony court system. Melissa received a 3% raise in 2019 based on merit, drive, passion and dedication to crime victims which was evident over this past year and documented in her annual evaluation. Funds are greatly needed for this full-time position. Melissa has served nearly 300 victims of felony related crimes over the last year. Without these funds, too many crime victims would not get the services needed and required.

Hourly Rate per Annual Hours = Annual Salary
 $\$23.81 \times 2080 = \$49,524.80$

Fringe benefits for this position include Medicare, health insurance, life insurance, unemployment required workers compensation, and PERS. The total cost for fringe benefits for this position is \$23,057.54. Total compensation for Position 1 is \$72,582.34. A cost breakdown for Melissa Kennard is listed in the attached in the 2020 budget spreadsheet.

PERSONNEL (Position 2)-One full-time Victim Witness Coordinator for crimes being prosecuted in Warren County Juvenile Court

This position is currently held by Lauren May. Lauren has almost two years of experience at the Warren County Prosecutor's Office. Lauren's job description is attached.

VOCA funds for this position are needed to provide victim services for crime victims in Warren County Juvenile Court. Funds for full-time hours are greatly needed for this position. Warren County Juvenile Court has three magistrates and one judge handling cases five days a week. This position handles cases and serves victims in court five days a week, as well as multiple meetings with victims and follow up work. Lauren has served approximately 300 victims of crime in Warren County Juvenile Court over the last year. Without these funds, too many crime victims would not get the services needed and required.

Hourly Rate per Annual Hours = Annual Salary
 $\$17.36 \times 2080 = \$36,108.80$

Fringe benefits for this position include Medicare, health insurance, life insurance, unemployment required workers compensation, and PERS. The total cost for fringe benefits for this position is \$11,630.05. Total compensation for Position 2 is \$47,738.85. A cost breakdown for Lauren May is listed in the attached in the 2020 budget spreadsheet.

This program also requests SVAA funding for travel, training, and emergency for victims of crime and printing.

PRINTING

Printing cost not to exceed \$303.00 will include First Responder Cards to distribute to law enforcement for crisis and hospital calls.

TRAVEL

The Victim Witness Division of Warren County offers full-time victim services to three municipal courts and is requesting \$2,000.00 in SVAA funds to cover the cost of travel. Each of the courts is in session two or three days per week x 52 weeks a year. The total annual mileage for Franklin Municipal Court is 24.92×2 (times per week) $\times 52$ (weeks per year) $\times \$0.50$ (per gallon) = \$1,295.84. The total annual mileage for Mason Municipal Court is 19.38×2 (times per week) $\times 52$ (weeks per year) $\times \$0.50$ (per gallon) = \$1,007.76.

Additional travel funds will be used for crisis call response mileage.

OTHER CATEGORIES

In-State Training and Emergency Services

The proposed request of \$1,000.00 will include registration fees, lodging and mileage reimbursement for, but not limited to, Ohio Attorney General's Office, Two Days in May, Advanced Academy and Ohio Domestic Violence Network Trainings.

The Warren County Prosecutor's Office serves crime victims of domestic violence and sexual assault that may require immediate financial assistance not to exceed \$150.00 in SVAA grant funds. Request for assistance includes, but is not limited to; transportation to court, lock changes to protect victims from their offenders, and proper court attire.

Resolution

Number 19-0772

Adopted Date June 18, 2019

DECLARE VARIOUS ITEMS WITHIN COUNTY COURT, CLERK OF COURTS-LEGAL, FACILITIES MANAGEMENT, JUVENILE, WATER & SEWER – SEWER, TELECOMMUNICATIONS AND WATER & SEWER – WATER AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS

BE IT RESOLVED, to authorize disposal of various items from County Court, Clerk of Courts-Legal, Facilities Management, Juvenile, Water & Sewer- Sewer, Telecommunications and Water & Sewer- Water in accordance with the Ohio Revised Code; list of said items 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sr

cc: 2019 Auction file
Facilities Management (file)
Brenda Quillen, Auditor's Office

Warren County Facilities Management

GovDeals #

CCT19007

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

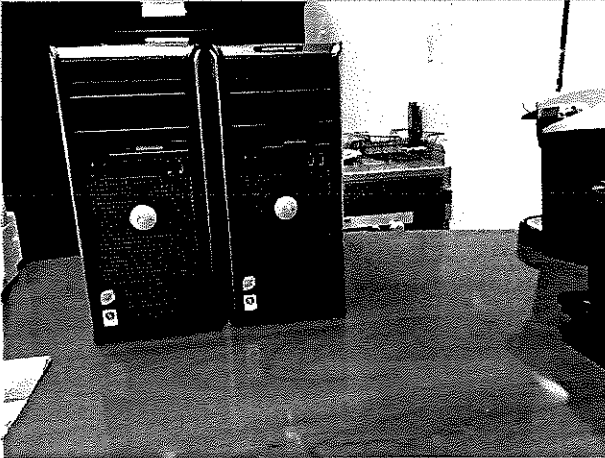
County Court

Date

Feb 21, 2019

007

(DELL OPTIPLEX 755 PC / HARD DRIVE REMOVED)



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	DELL	755	YES	OPTIPLEX 755 — WILL NEED HARD DRIVE

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: CONNIE VANHOOK

Title: CHIEF DEPUTY CLERK

Phone Number #2465

Location of Item: 822 MEMORIAL DRIVE LEBANON ,OHIO 45036 (WARREN COUNTY COURT)

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

CKL19003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

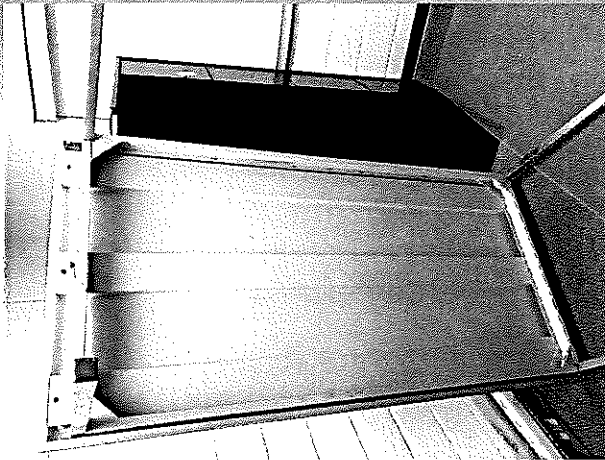
GovDeals Item Inspection Form

Clerk of Courts - Legal

Date:

003

(TABLE)



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 4/19/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: DAVID GILREATH

Title: CHIEF DEPUTY

Phone Number 695-1785

Location of Item: GOV DEALS ROOM

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

CKL19004

Michael D. Shadoan
Director

GovDeals Item Inspection Form

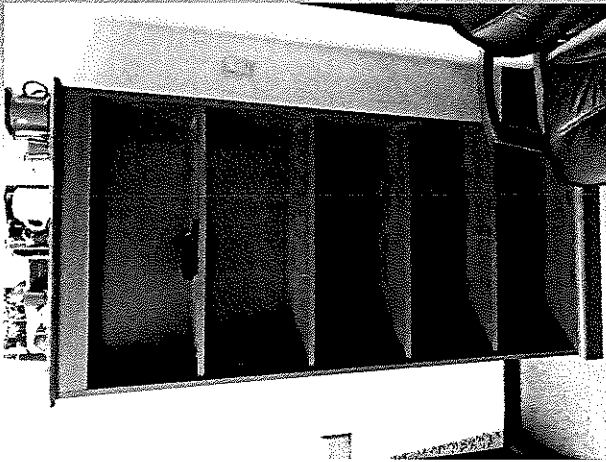
Clerk of Courts - Legal

Date:

5/2/19

004

(OFFICE FURNITURE)



Select Item Type

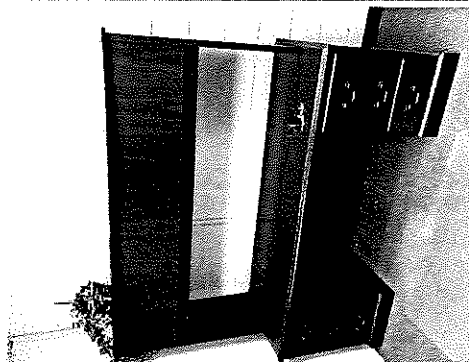
Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1				DESK
1				BOOK SHELF
1				FILE DRAWER
1				DESK CABINET

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: DAVID GILREATH

Title: CHIEF DEPUTY

Phone Number 695-1785

Location of Item: GOV DEALS ROOM

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC19024

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

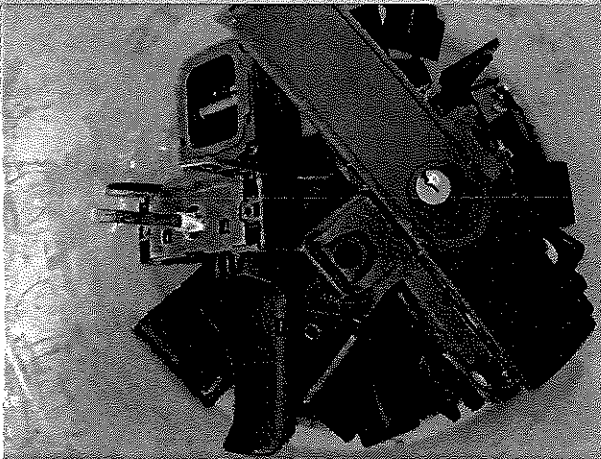
Facilities Management

Date:

May 3, 2019

024

LOT OF DOOR LOCKS



Select Item Type

Single Item

Category Builders Supplies

Brand D&D TECHNOLOGIES

Model # LOKK LATCH MAGNETIC

Serial #

Date Removed From Service 3/29/19

Did Item Work When Removed?

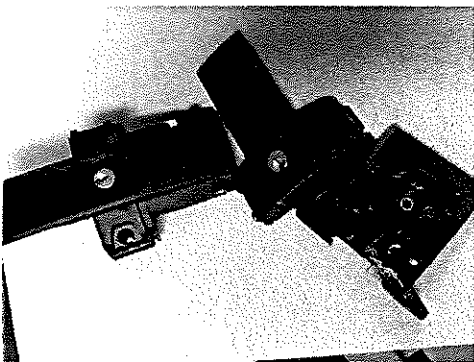
Yes

No

Unknown

Additional Comments

The locks no longer function and was removed.



(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 430 JUSTICE DRIVE, LEBANON, OHIO 45036- My Office

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy. click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # FAC19025

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Mar 29, 2019

025

Air Compressor



Select Item Type

Single Item

Category

Compressors

Brand

Husky

Model #

1001574543

Serial #

Date Removed From Service

3/29/19

Old Item Work When Removed?

Yes

No

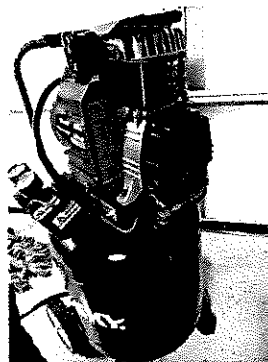
Unknown

Additional Comments

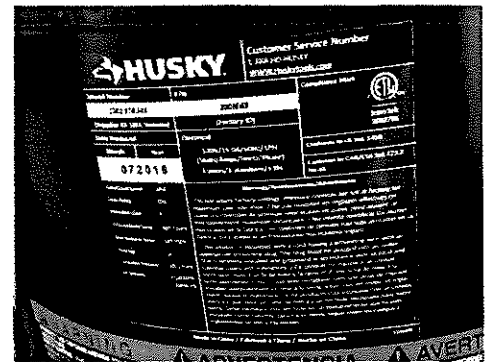
The seals were blown and doesn't hold any pressure. 10 gallon tank. 135 max psi. 4.5 scfm @ 40 psi and 3.8 scfm @ 90psi. 1.4 HP. 120V



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON, OHIO 45036- BASEMENT OF ADMIN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Warren County Facilities Management

GovDeals

FAC19035

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

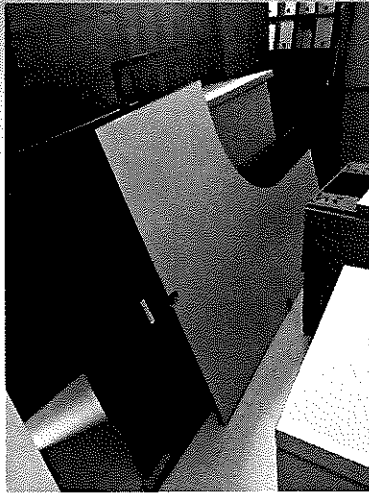
Facilities Management

Date:

Jun 13, 2019

035

2 Desk Tops



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1				corner laminated L shape desktop
1				corner laminated L shape desktop

Additional Comments

THE DESTOPS WERE REPLACED WHEN DEPARTMENT UPDATED TWO OF THERE OFFICE WORKSTATION.

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON, OHIO 45036- BASEMENT OF ADMIN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Jun 13, 2019

036

5 SANITAIRE VACUUMS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
5	SANITAIRE	SC887		CORD PUSH VACUUM

Additional Comments

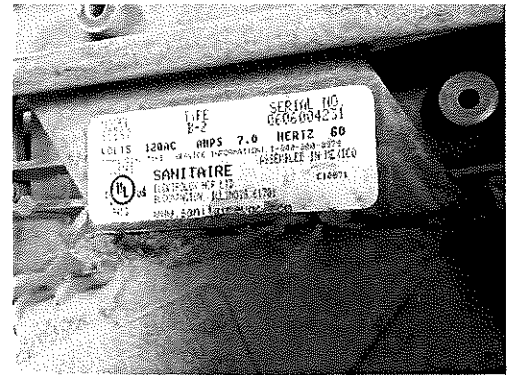
EZ KLEEN COMMERCIAL VACUUMS NO LONGER WORK.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON, OHIO 45036- BASEMENT OF ADMIN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

FAC19037

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Facilities Management

Date:

Jun 13, 2019

037

LOT OF BASE CABINETS



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
10				24" x 30" BASE CABINETS

Additional Comments

THREE PULL OUT DRAWER WITH BRASS TYPE HANDELS IN MIDDLE. ALL TEN CABINETS ARE THE SAME.



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: SAM ROBERTS

Title: ASSOCIATE ARCHITECT

Phone Number 513-695-3125

Location of Item: 406 JUSTICE DRIVE, LEBANON, OHIO 45036- 3RD FLOOR OF ADMIN

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # JUV19001

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Apr 23, 2019

001

(2) Office Chairs



Select Item Type

Single Item

Category Office Equipment/Supplies

Brand

Model #

Serial #

Date Removed From Service 4/19/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

1 mauve chair & 1 gray chair - Show signs of wear and tear but were in use when replaced



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513)695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

JUV19002

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Apr 23, 2019

002

HP LaserJet Printer



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

HP

Model #

4250n

Serial #

Date Removed From Service

4/5/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

HP LaserJet 4250n Printer only - Unknown working condition

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

JUV19003

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Juvenile

Date:

Apr 24, 2019

003

(3) Computer Desks



Select Item Type

Single Item

Category Furniture/Furnishings

Brand

Model #

Serial #

Date Removed From Service 4/24/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments

(3) Computer Desks - 36" W X 30" D X 30" H - Used in classroom setting - Used but usable



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Stephen Johnson

Title: Corrections Officer

Phone Number (513) 695-1392

Location of Item: Juvenile Storage - Silver Street Annex

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Water & Sewer - Sewer

Date:

Jun 12, 2019

007

Printers and Toners



Select Item Type

Lot of Multiple Items

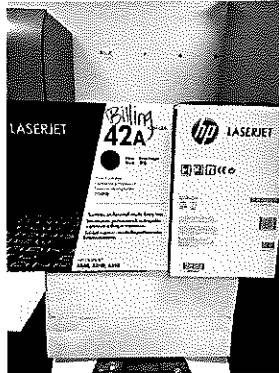
Qty	Brand	Model	Working Condition Y/N	Description
1	HP	4250N		Printer
1	HP	4015TN		Printer
2	HP	42A		Toners/goes with 4250N printer
4		ML1B10		Toner

Additional Comments

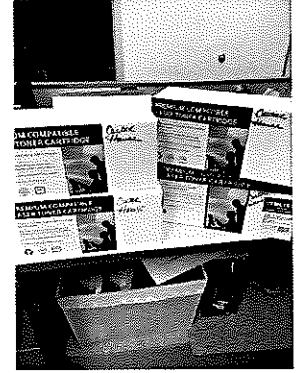
Printers were working but jamming.



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst

Phone Number 513 695 2307

Location of Item: 406 Justice Dr Lebanon Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals # TEL19024

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications Date: Apr 22, 2019 024

Kodak Scanners

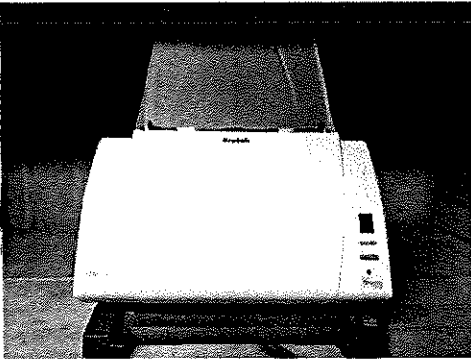


Select Item Type:

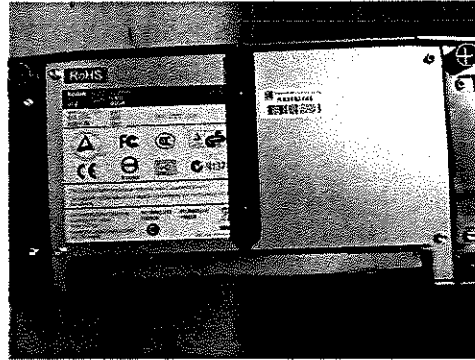
Qty	Brand	Model	Working Condition Y/N	Description
5	Kodak	11220	UNK	See below for Serial Numbers

Additional Comments

43826254, 43831132, 43343172, 43853665, 43830393



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Becky Trovillo Title: Admin. Support Phone Number 513-695-2494

Location of Item: 500 Justice Drive, Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals

TEL19025

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

Telecommunications

Date:

Apr 23, 2019

025

HP Compaq DC5750



Select Item Type

Single Item

Category

Computers, Parts and Supplies

Brand

HP

Model #

Compaq DC5750

Serial #

2UA8300GR7

Date Removed From Service

4/23/19

Did Item Work When Removed?

Yes

No

Unknown

Additional Comments



(Click above to add additional picture)



(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Drive, Telecom, Lebanon, Ohio 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals #

TEL19026

Michael D. Shadoan
Director

GovDeals Item Inspection Form

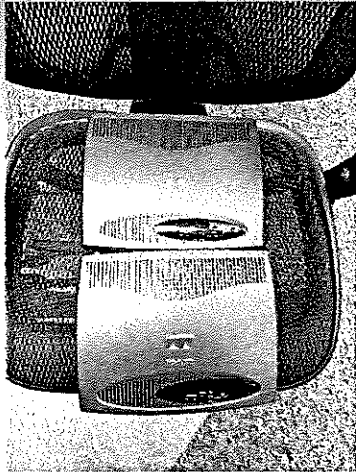
Telecommunications

Date:

Apr 26, 2019

026

Cisco 1601/1602 Series Router



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
1	Cisco	1601 Series	Y	1601 Series Router SN: 581USA-32588-DE-N
1	Cisco	1602 Series	Y	1602 Series Router SN: 581USA-24125-XD-N

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, OH 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy. click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

430 South East Street
513-695-1463

GovDeals

TEL19027

Michael D. Shadoan
Director

GovDeals Item Inspection Form

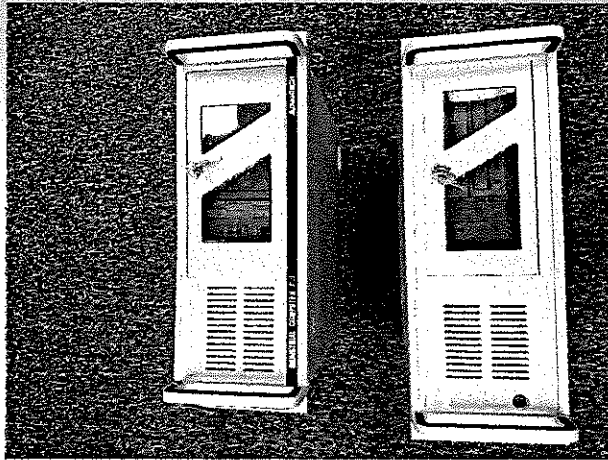
Telecommunications

Date:

May 2, 2019

027

Amanda



Select Item Type

Lot of Multiple Items

Qty	Brand	Model	Working Condition Y/N	Description
2	Amanda	N/A	Y	SN: A00L024145, CD17002106

Additional Comments

(Click above to add additional picture)

(Click above to add additional picture)

(Click above to add additional picture)

Name: Becky Trovillo

Title: Admin. Support

Phone Number 513-695-2494

Location of Item: 500 Justice Dr., Telecom, Lebanon, Oh 45036

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. *Note: This is the only way auction items will be accepted.*

Warren County Facilities Management

GovDeals #

WAT19009

430 South East Street
513-695-1463

Michael D. Shadoan
Director

GovDeals Item Inspection Form

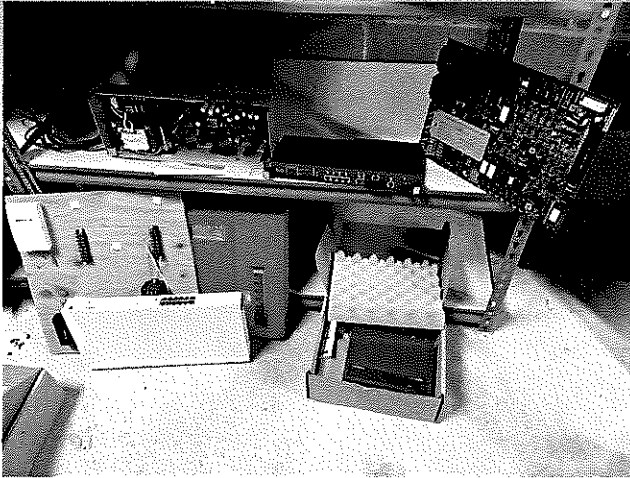
Water & Sewer - Water

Date:

6/11/2019

009

ANDOVER INFINITY EQUIPMENT



Select Item Type

Single Item

Category

Communication/Electronic Equipment

Brand

ANDOVER

Model #

Serial #

Date Removed From Service

Did Item Work When Removed?

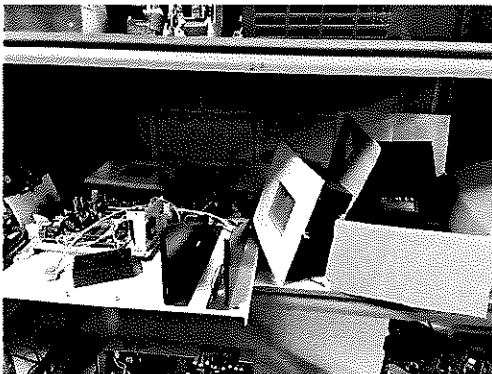
Yes

No

Unknown

Additional Comments

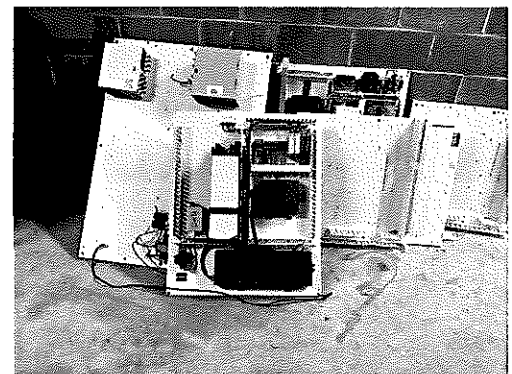
VARIOUS ANDOVER INFINITY EQUIPMENT



(Click above to add additional picture)



(Click above to add additional picture)



(Click above to add additional picture)

Name: Amy Hensley

Title: Admin Asst.

Phone Number 513 695 2307

Location of Item: 3386 Townsley Dr Loveland, Ohio 45140

IMPORTANT: Please print this form off and tape it to the item(s) you are listing (excluding vehicles).
Check your listing for accuracy, click the button below to submit by email. Note: This is the only way auction items will be accepted.

Resolution

Number 19-0773

Adopted Date June 18, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/11/19 and 6/13/19 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-0774

Adopted Date June 18, 2019

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR GRAND COMMUNITIES, LTD., FOR COMPLETION OF PERFORMANCE OF CONSTRUCTION OF IMPROVEMENTS AND ENTER INTO THE MAINTENANCE SECURITY FOR SHAKER RUN, SECTION FIVE, PHASE "C", SITUATED IN TURTLECREEK TOWNSHIP

WHEREAS, the developer has completed the performance of the construction of improvements subject of the bond referenced below, and upon recommendation of the County Engineer the bond amount for performance may be reduced to zero, but the bond shall remain in effect for maintenance security to secure the performance of all maintenance upon the completed improvements; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances performance bond reduction and the two year maintenance period:

BOND REDUCTION

Bond Number	:	18-009 (P/S-M)
Development	:	Shaker Run, Section Five, Phase "C"
Developer	:	Grand Communities, Ltd.
Township	:	Turtlecreek
Reduction Amount	:	\$22,247.94
Surety Company	:	RLI Insurance Company (CMS0330490)


BE IT FURTHER RESOLVED, that the original amount of bond was \$54,042.69 and after the above reduction, the remaining bond amount is \$31,794.75.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Grand Communities, Ltd, Daniel DiCarlo, 3940 Olympic Blvd, Ste 100, Erlanger, KY 41018
RLI Insurance Company, Attn: Susan A. Yeazell, 525 W. Van Buren, Ste 350, Chicago Il 60607
Engineer (file)
Bond Agreement file

Resolution

Number 19-0775

Adopted Date June 18, 2019

APPROVE A STREET AND APPURTENANCES BOND RELEASE FOR TWIN CREEK ESTATES, LLC FOR COMPLETION OF IMPROVEMENTS IN HIDDEN TRAILS, SITUATED IN WAYNE TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to approve the following street and appurtenances bond release:

BOND RELEASE

Bond Number	:	14-013 (P-M)
Development	:	Hidden Trails
Developer	:	Twin Creek Estates, LLC
Township	:	Wayne
Amount	:	\$45,180.32
Surety Company	:	National Bank & Trust (LOC #424)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Twin Creek Estates, LLC Attn: Chad Ellis, 7620 Paragon Rd., Centerville, OH 45459
National Bank and Trust, c/o Peoples Bank, N.A., 95 Edgebrook Dr., Springboro, OH 45066
Engineer (file)
Bond Agreement file

Resolution

Number 19-0776

Adopted Date June 18, 2019

APPROVE CARTER DRIVE IN HIDDEN TRAILS FOR PUBLIC MAINTENANCE BY WAYNE TOWNSHIP

WHEREAS, the Warren County Engineer has verified that Carter Drive has been constructed in compliance with the approved plans and specifications; and

Street Number	Street Name	Street Width	Street Mileage
1183-T	Carter Drive	5'-24'-5'	0.298

NOW THEREFORE BE IT RESOLVED, to accept the above street name for public maintenance by Wayne Township; and

BE IT FURTHER RESOLVED, that the Clerk of the Board of Commissioners certify a copy of this resolution to the County Engineer, Warren County, 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Map Room (Certified copy)
Township Trustees
Ohio Department of Transportation
Engineer (file)
Developer
Bond Agreement file

RESOLUTION 2019-33

**ACCEPTING "HIDDEN TRAILS" AND THE SECTION OF CARTER DRIVE
WITHIN THE SUBDIVISION FOR PUBLIC MAINTENANCE**

WHEREAS, Carter Drive is a street within the subdivision of "Hidden Trails", and;

WHEREAS, "Hidden Trails" is a subdivision that has been reviewed and approved under County Subdivision Standards and by the Warren County Engineer's Office, along with the Wayne Township Road Supervisor, and;

WHEREAS, the Warren County Engineer has requested the street be turned over to the local public entity for maintenance, and;

NOW THEREFORE BE IT RESOLVED, the Wayne Township Trustees agree to accept the streets of "Hidden Trails" subdivision into the Wayne Township Road inventory for public maintenance. The length of said Carter Drive extension being 0.299 miles in length.

Mr. Foley moved for the adoption of the foregoing resolution.

Mr. Patrick second the motion and upon call of the roll thereon the vote resulted as follows:

Mr. Foley ---	<u>Stephen Foley J</u>	---	<u>yes</u>
Mr. Patrick ---	<u>JR</u>	---	<u>yes</u>
Mr. Coffman ---	<u>Darrell E Coffman</u>	---	<u>yes</u>

This resolution is hereby adopted this the 4th day of June, 2019.

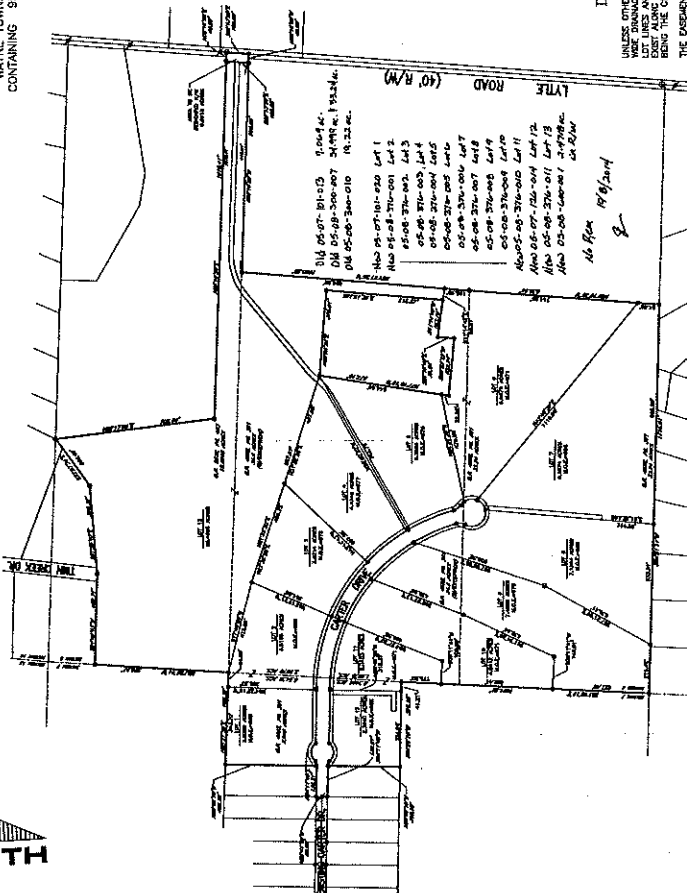
Wayne Township Board of Trustees

Darrell E Coffman
Darrell E. Coffman, Fiscal Officer



HIDDEN TRAILS

RECORD PLAN
SECTIONS 7 & 8, TOWN 3, RANGE 5
WAYNE TOWNSHIP WARREN COUNTY, OHIO
CONTAINING 95.1576 ACRES JANUARY, 2014



SUPERIMPOSED AREA

SCALE 1"=250'

- NOTES:**
- 1.) LINES OF OCCUPATION WHERE EXISTING, AGREE IN GENERAL WITH THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 20th DAY OF DECEMBER, 2014.
 - 2.) ALL LOTS SHALL BE 30' WIDE UNLESS OTHERWISE SPECIFIED.
 - 3.) BEARINGS BASED ON S.R.89-8B.
 - 4.) PROTECTIVE COVENANTS AND RESTRICTIONS ARE RECORDED IN WARREN COUNTY, OHIO.

APPROVAL:
WARREN COUNTY REGIONAL PLANNING COMMISSION
THIS PLAN WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS 20th DAY OF DECEMBER, 2014.

WARREN COUNTY HEALTH DISTRICT
I HEREBY APPROVE THIS PLAN ON THIS 20th DAY OF DECEMBER, 2014.
WARREN COUNTY HEALTH DISTRICT OFFICER

COUNTY ENGINEER:
I HEREBY APPROVE THIS PLAN ON THIS 20th DAY OF DECEMBER, 2014.
WARREN COUNTY ENGINEER

COUNTY AUDITOR: I have audited the records of this plan and find the same correct and true.
WARREN COUNTY AUDITOR

COUNTY RECORDER:
FILE NO. 201412072664
RECORDED ON THIS 23rd DAY OF DECEMBER, 2014 AT 10:04 A.M.
RECORDED IN PLAT BOOK NO. 392, PAGE 1284.
WARREN COUNTY RECORDER

UNLESS OTHERWISE DESIGNATED ON THIS PLAN, A FIFTEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG THE ENTIRE LENGTH OF THE LOT BOUNDARY LINE. THE CENTERLINE OF THIS EASEMENT SHALL BE THE CENTERLINE OF THE LOT BOUNDARY LINE.

THE EASEMENT AREAS SHALL BE MAINTAINED ACCORDING TO THE MAINTENANCE SCHEDULES SET FORTH IN THE PLAT. THE EASEMENT AREAS SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AT THE OWNER'S EXPENSE. THE EASEMENT AREAS SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AT THE OWNER'S EXPENSE.

UNLESS OTHERWISE DESIGNATED ON THIS PLAN, A FIFTEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG THE ENTIRE LENGTH OF THE LOT BOUNDARY LINE. THE CENTERLINE OF THIS EASEMENT SHALL BE THE CENTERLINE OF THE LOT BOUNDARY LINE.

THE EASEMENT AREAS SHALL BE MAINTAINED ACCORDING TO THE MAINTENANCE SCHEDULES SET FORTH IN THE PLAT. THE EASEMENT AREAS SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AT THE OWNER'S EXPENSE. THE EASEMENT AREAS SHALL BE MAINTAINED AT ALL TIMES AND SHALL BE REPAIRED AT THE OWNER'S EXPENSE.

THE HANDMAKER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY. THE HANDMAKER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING DRAINAGE/RETENTION BASINS, AND SWALE BASINS.

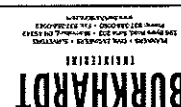
CERTIFICATION:
THE MEASUREMENTS ARE EXPERTLY CORRECT AND ACCURATE IN ACCORDANCE WITH WARREN COUNTY STANDARDS FOR BOUNDARY SURVEYS.
CLIVED DISTANCES ARE INDICATED ON THE PLAN.

STANDARD REQUIRED CONSERVATION PROVISIONS & RESTRICTIONS:
(A) THE DEDICATION OF BONES INVASIVE WOODS VEGETATION, INCLUDING OF HAZARDOUS WEEDS (FOR PURPOSES HEREIN DOES NOT INCLUDE THE REMOVAL OF WEEDS FROM A LOT OR THE REMOVAL OF WEEDS FROM A LOT), SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT TO BE MAINTAINED AND RESTORED TO ORIGINAL CONDITION. THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND RESTORATION. THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND RESTORATION.
(B) THE REMOVAL OF BONES INVASIVE WOODS VEGETATION, INCLUDING OF HAZARDOUS WEEDS (FOR PURPOSES HEREIN DOES NOT INCLUDE THE REMOVAL OF WEEDS FROM A LOT OR THE REMOVAL OF WEEDS FROM A LOT), SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE LOT TO BE MAINTAINED AND RESTORED TO ORIGINAL CONDITION. THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND RESTORATION. THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REMOVAL AND RESTORATION.
(C) THE REMAINS OF TREES AND SHRUBS TO BE REMOVED SHALL BE REPLACED WITH THE SAME OR BETTER SPECIES AND SHALL BE MAINTAINED AND RESTORED TO ORIGINAL CONDITION. THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REPLACEMENT AND MAINTENANCE.
(D) THE REMAINS OF TREES AND SHRUBS TO BE REMOVED SHALL BE REPLACED WITH THE SAME OR BETTER SPECIES AND SHALL BE MAINTAINED AND RESTORED TO ORIGINAL CONDITION. THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REPLACEMENT AND MAINTENANCE.
(E) THE REMAINS OF TREES AND SHRUBS TO BE REMOVED SHALL BE REPLACED WITH THE SAME OR BETTER SPECIES AND SHALL BE MAINTAINED AND RESTORED TO ORIGINAL CONDITION. THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REPLACEMENT AND MAINTENANCE.

COUNTY COMMISSIONERS:
I HEREBY APPROVE THIS PLAN ON THIS 20th DAY OF DECEMBER, 2014.

COMMISSIONERS:
I HEREBY APPROVE THIS PLAN ON THIS 20th DAY OF DECEMBER, 2014.

DEED REFERENCE:
SITUATED IN SECTIONS 7 AND 8, TOWN 3, RANGE 5, WARREN COUNTY, OHIO, CONTAINING 95.1576 ACRES OF LAND, 7,889 ACRES, 3,499 ACRES, AND 3,222 AS DESCRIBED BY IN RECORDS 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



Revision	No.	Date
	1	

Checked: *[Signature]*
Date: 12/11/2014
Scale: 1"=250'

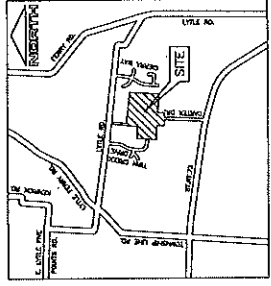
RECORD PLAN
HIDDEN TRAILS
SECTIONS 7 & 8, TOWN 3, RANGE 5
WAYNE TOWNSHIP
WARREN COUNTY, OHIO

RECORD PLAN
HIDDEN TRAILS
SECTIONS 7 & 8, TOWN 3, RANGE 5
WAYNE TOWNSHIP
WARREN COUNTY, OHIO

SCALE
DATE 1-1997
DWG. 7/23/97
DATE 1-1997

No.	Revision	Date

BURKHARDT
SURVEYORS & ENGINEERS
1000 W. STATE ST. SUITE 200
WARREN, OHIO 44481
PHONE 371-3300 • FAX 371-3303

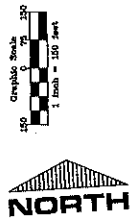
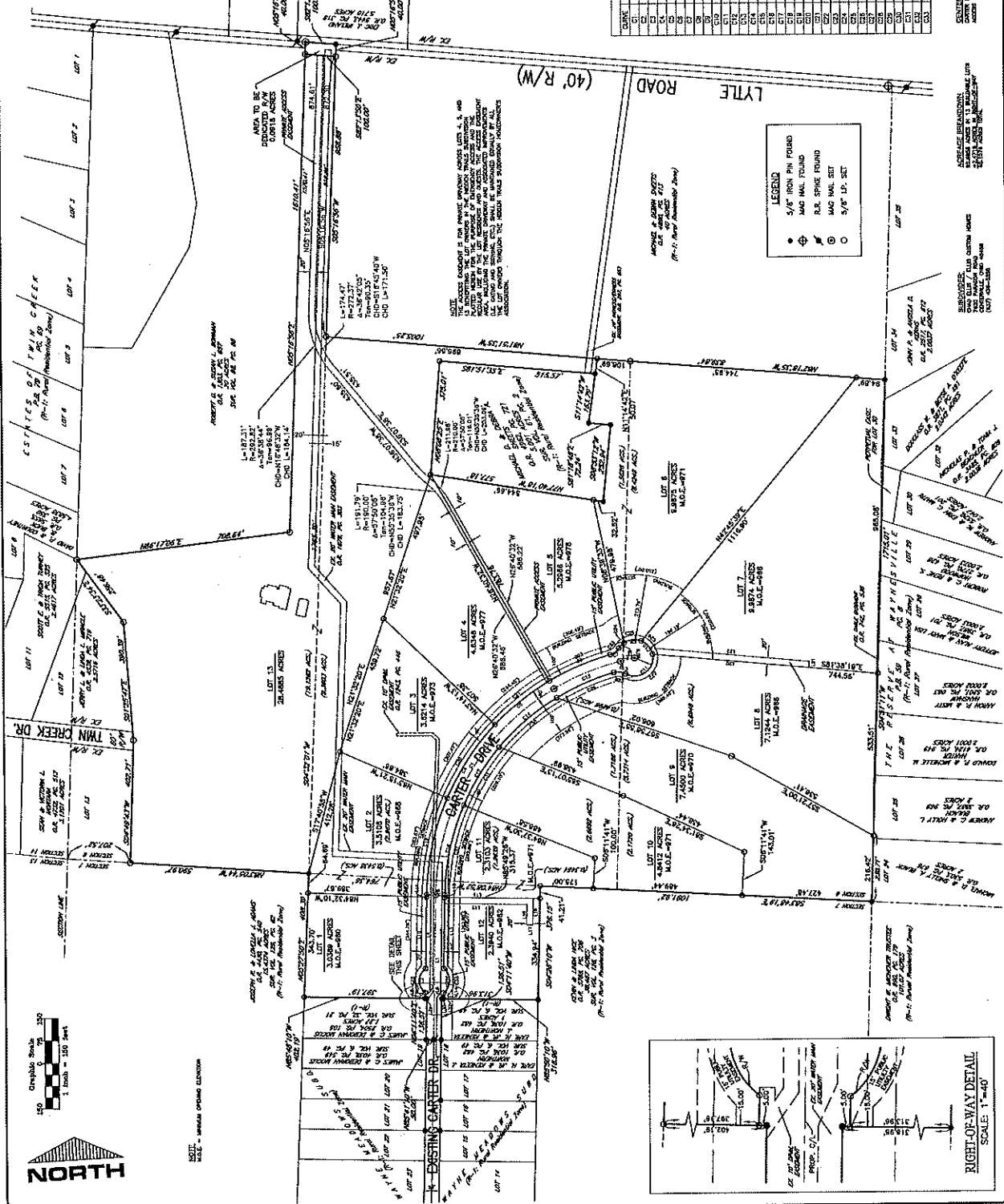


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04	100.00	S 89.10° E 100.00	100.00
05	100.00	S 89.10° E 100.00	100.00
06	100.00	S 89.10° E 100.00	100.00
07	100.00	S 89.10° E 100.00	100.00
08	100.00	S 89.10° E 100.00	100.00
09	100.00	S 89.10° E 100.00	100.00
10	100.00	S 89.10° E 100.00	100.00
11	100.00	S 89.10° E 100.00	100.00
12	100.00	S 89.10° E 100.00	100.00
13	100.00	S 89.10° E 100.00	100.00
14	100.00	S 89.10° E 100.00	100.00
15	100.00	S 89.10° E 100.00	100.00
16	100.00	S 89.10° E 100.00	100.00
17	100.00	S 89.10° E 100.00	100.00
18	100.00	S 89.10° E 100.00	100.00
19	100.00	S 89.10° E 100.00	100.00
20	100.00	S 89.10° E 100.00	100.00
21	100.00	S 89.10° E 100.00	100.00
22	100.00	S 89.10° E 100.00	100.00
23	100.00	S 89.10° E 100.00	100.00
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97	100.00	S 89.10° E 100.00	100.00
98	100.00	S 89.10° E 100.00	100.00
99	100.00	S 89.10° E 100.00	100.00
100	100.00	S 89.10° E 100.00	100.00

3 WORKING DAYS BEFORE YOU DIG
CALL THE 800-362-7164
FOR THE TRENCHING CODE

CENTERS IN BALANCE OF STREETS
CARRY OVER TO NEXT SHEET
PLEASE SHOW TRENCHING DATA

ADVERSE BEHAVIORS
CARRY OVER TO NEXT SHEET
PLEASE SHOW TRENCHING DATA



NOTE: - UNLESS OTHERWISE SPECIFIED

Resolution

Number 19-0777

Adopted Date June 18, 2019

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL APPROPRIATIONS INTO THE BOND RETIREMENT SPECIAL ASSESSMENT FUND 3327 TO RECORD PAYOFFS OF DEBT ISSUES 2002 STRIKER RD, 2003 VARIOUS PURPOSE SA BONDS, 2007 BUNNELL HILL AND BARDES DR SA BONDS, AND 2008 VARIOUS PURPOSE SA BONDS THAT WERE REFINANCED THROUGH THE WARREN COUNTY PORT AUTHORITY'S BOND FUND

NOW THEREFORE BE IT RESOLVED, to accept an Amended Certificate in the amount of \$3,290,000.00 in fund 3327 and approve the following supplemental appropriations to allow for the payoff of said bonds:

\$ 425,000.00	into	# 33273119 5512	(Striker Road)
\$ 870,000.00	into	# 33273903 5512	(2003 Issue)
\$ 325,000.00	into	# 33273906 5512	(2007 Issue)
\$1,670,000.00	into	# 33273907 5512	(2008 Issue)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
Amended Certificate file
Supplemental App. file

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES


Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, June 14, 2019

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2019, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Debt Fund	Jan. 1st, 2019	Taxes	Other Sources	Total
Bond Retirement Special Assessment	\$273,640.63	\$0.00	\$4,190,000.00	\$4,463,640.63
Fund 3327				
TOTAL	\$273,640.63	\$0.00	\$4,190,000.00	\$4,463,640.63

_____)
 _____)
) Budget
 _____) Commission
 _____)

AMEND 19 10
Fund 3327-45000 +3,290,000.00

JUN 14 '19 RCVD
RECEIVED ONB0000

Resolution

Number 19-0778

Adopted Date June 18, 2019

APPROVE A SUPPLEMENTAL APPROPRIATION INTO WIA FUND #2258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$17,800.00 into #22585800-5663 (Classroom Training)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
OhioMeansJobs (file)

Resolution

Number 19-0779

Adopted Date June 18, 2019

APPROVE SUPPLEMENTAL APPROPRIATIONS INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #2289

BE IT RESOLVED, to approve the following supplemental appropriations:


\$ 2,300.00	into	BUDGET-BUDGET	22891220-5102	(Salaries-Regular)
\$ 1,500.00	into	BUDGET-BUDGET	22891220-5811	(PERS)
\$ 5,600.00	into	BUDGET-BUDGET	22891220-5820	(Health & Life Ins)
\$31,000.00	into	BUDGET-BUDGET	22891224-5102	(Salaries-Regular)
\$16,270.00	into	BUDGET-BUDGET	22891224-5210	(Materials & Supplies)
\$12,000.00	into	BUDGET-BUDGET	22891224-5400	(Purchased Services)
\$ 4,400.00	into	BUDGET-BUDGET	22891224-5811	(PERS)
\$18,700.00	into	BUDGET-BUDGET	22891224-5820	(Health & Life Ins)
\$ 2,000.00	into	BUDGET-BUDGET	22891224-5850	(Training-Education)
\$ 700.00	into	BUDGET-BUDGET	22891224-5871	(Medicare)
\$26,000.00	into	BUDGET-BUDGET	22891227-5102	(Salaries-Regular)
\$ 7,000.00	into	BUDGET-BUDGET	22891227-5400	(Purchased Services)
\$ 4,300.00	into	BUDGET-BUDGET	22891227-5811	(PERS)
\$27,500.00	into	BUDGET-BUDGET	22891227-5820	(Health & Life Ins)
\$ 400.00	into	BUDGET-BUDGET	22891227-5871	(Medicare)
\$ 2,500.00	into	BUDGET-BUDGET	22891227-5910	(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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

Resolution

Number 19-0780

Adopted Date June 18, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO JUVENILE/PROBATE COURT
EXPANSION PROJECT FUND #4499

BE IT RESOLVED, to approve the following supplemental appropriation:

\$13,000.00 into 44993725-5320 (Capital Projects)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental Appropriation file
Facilities Management (file)

Resolution

Number 19-0781

Adopted Date June 18, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00 from #11011300-5317 (Non Cap Purchase)
 into #11011300-5318 (Non Cap Purchase w/Data Board)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 19-0782

Adopted Date June 18, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE BUILDING AND ZONING
DEPARTMENT FUND #11012300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 45.76 from #11012300-5830 (Workers' Comp)
 into #11012300-5317 (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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Building/Zoning (file)

Resolution

Number 19-0783

Adopted Date June 18, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN VETERANS FUND #11015210

BE IT RESOLVED, to approve the following appropriation adjustment:

\$485.00 from #11015210-5114 (Overtime)
 into #11015210-5840 (Unemployment)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Veterans (file)

Resolution

Number 19-0784

Adopted Date June 18, 2019

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN DOG AND KENNEL FUND
#2206

BE IT RESOLVED, to approve the following appropriation adjustment:

\$600.00	from	#22062700-5855	(Clothing/Personal Equip)
	into	#22062700-5910	(Other Expense)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Dog & Kennel (file)

Resolution

Number 19-0785

Adopted Date June 18, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE COUNTY COURT CLERK
COMPUTER FUND #2275

BE IT RESOLVED, to approve the following appropriation adjustment:

\$623.00	from	#22751410 5317	(Non Capital Purchase)
	into	#22751410 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Clerk of Courts (file)

Resolution

Number 19-0786

Adopted Date June 18, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00 from 22892326-AAEXPENSE 22891224-5102 (Regular Salaries)
into 22892326-AAEXPENSE 22891224-5317 (Non Capital Purchase)

\$ 1,745.00 from 22892328-AAEXPENSE 22891224-5102 (Regular Salaries)
into 22892328-AAEXPENSE 22891224-5317 (Non 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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas (file)

Resolution

Number 19-0787

Adopted Date June 18, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, in order to process vouchers with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$1,200.00 from #22997000-5400 (Purchased Services)
 into #22997000-5910 (Misc. Expense)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Auditor
Appropriation Adj. file
Transit (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-0788

Adopted Date June 18, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN WATER REVENUE FUND #5510

BE IT RESOLVED, to approve the following appropriation adjustment:

\$20,000.00	from	55103200-5998	(Reserves)
	into	55103200-5910	(Other Misc)

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jad

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

Resolution

Number 19-0789

Adopted Date June 18, 2019

APPROVE THE CREEK SONG PUD STAGE 2 IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met the 18th day of June 2019, to consider the Creek Song PUD Stage 2, High Point Custom Homes, developer for Stephen Deger, owner of record, in Turtlecreek Township; and

WHEREAS, this Board has considered the recommendation of the Regional Planning Commission Executive Committee and all those present to speak in favor of or in opposition to said application; and

NOW THEREFORE BE IT RESOLVED, to approve the Creek Song PUD Stage 2 subject to the following conditions:

1. All plans and proposals of the applicant shall be made conditions of approval, unless modified by one of the following conditions.
2. Compliance with the Warren County Rural Zoning Code & the Warren County Subdivision Regulations.
3. PUD Stage 3 shall fully conform to all standards & requirements presented in the Stage 1 & 2.
4. The applicant shall submit a traffic impact study to the Ohio Department of Transportation and Warren County Engineer's Office and shall install any required road improvements as determined by the ODOT or the WCEO if deemed necessary.
5. If community amenities such as a clubhouse are proposed the applicant shall state the timing of such amenities upon submittal of the preliminary plan.
6. Detailed design for the cluster mailbox facility and southern street stub shall be submitted at preliminary plan.
7. The Preliminary Plan submittal shall include confirmation of central water service, in a form of a letter, from either The City of Lebanon or Warren County.
8. Compliance with stormwater management standards to the satisfaction of the Warren County Engineer's Office.
9. Compliance with all requirements of the Warren County Soil and Water Conservation District (SWCD), including extra sediment and erosion control measures if deemed necessary by the SWCD.
10. The proposed wastewater treatment system shall be approved by the Ohio EPA prior to final plat.
11. Submittal of a staff approved landscaping plan prior to PUD Stage 3 submission.
12. Compliance with all other Township, County, State, and other agency requirements.

RESOLUTION #19-0789
JUNE 18, 2019
PAGE 2

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 a 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Tina Osborne". The signature is written in black ink and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: RPC
RZC
Administrative Hearing File
Mike Williams, High Point Development

Resolution

Number 19-0790

Adopted Date June 18, 2019

A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$25,000,000 OF HEALTHCARE FACILITIES REFUNDING REVENUE BONDS, SERIES 2019 (OTTERBEIN HOMES OBLIGATED GROUP); AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS OF LEASE AND SUBLEASES IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST (BOND INDENTURE) TO SECURE SUCH SERIES 2019 BONDS; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID SERIES 2019 BONDS; AND AUTHORIZING A PRELIMINARY AND FINAL OFFICIAL STATEMENT, A TAX EXEMPTION CERTIFICATE AND AGREEMENT, VARIOUS RELEASES AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2019 BONDS

WHEREAS, the County of Warren, Ohio (the "County") has previously issued its \$12,000,000 Healthcare Facilities Improvement Revenue Bonds, Series 2016B (Otterbein Homes Obligated Group) (the "2016B Bonds") pursuant to provisions of the Indenture of Trust (Bond Indenture) dated as of May 10, 2016 by and between the County and U.S. Bank National Association, as trustee, for the purpose of (1) financing the acquisition, construction and equipping of certain "hospital facilities," as that term is defined in Section 140.01 of the Ohio Revised Code (the "Hospital Facilities"), which consist of the rebuilding, repair, acquisition, construction, installation and equipping of a building which will house the campus beauty shop, a wood shop, bistro, large laundry area and other amenities, as well as three floors of apartments (forty-five units) above the common area, located at 580 N. State Route 741, Lebanon, Ohio and 585 N. State Route 741, Lebanon, Ohio (the "2016B Project"), which are owned and operated by Otterbein Homes, an Ohio non-profit corporation (the "Corporation") and/or its affiliate, Otterbein Lebanon, LLC, and which are part of the Existing Facilities (as defined in such Indenture of Trust) and (2) paying certain costs of issuance in connection with the Series 2016B Bonds; and

WHEREAS, the County has previously issued its \$15,000,000 Healthcare Facilities Revenue Bonds, Series 2017 (Otterbein Homes Obligated Group) (the "Series 2017 Bonds") pursuant to the Indenture of Trust (Bond Indenture) dated as of December 1, 2017 by and between the County and U.S. Bank National Association, as trustee, for the purpose of financing the acquisition, construction, installation and equipping of Hospital Facilities consisting of (i) the renovation and repurposing of the Campus Center Building, including the skilled nursing facility, located at 580 N. State Route 741, Lebanon, Ohio 45036 and 585 N. State Route 741, Lebanon, Ohio 45036, at the approximate cost of \$13,000,000, the initial owner, operator or manager of which is [Otterbein Homes, an Ohio not-for-profit corporation], [Otterbein Lebanon, an Ohio not-for-profit corporation], [Otterbein Lebanon, LLC, an Ohio not-for-profit limited liability company], and (ii) the construction, equipping and installation of sixteen independent living patio homes, to be located at 11230 State Route 364, St. Mary's, Ohio 45885, at an approximate cost of \$3,500,000, the initial owner, operator or manager of which is Otterbein St. Mary's LLC

(the "2017 Project" and also part of the Existing Facilities), (2) capitalized interest, and (3) costs of issuance in connection with the Series 2017 Bonds; and

WHEREAS, there are approximately \$12,000,000 of the Series 2016B Bonds outstanding and \$15,000,000 of the Series 2017 Bonds outstanding; and

WHEREAS, at the request the Corporation, Otterbein Lebanon, LLC and Otterbein St. Mary's, LLC, the Board of County Commissioners (the "Board") of the County has determined to authorize the issuance of not to exceed \$25,000,000 of County of Warren, Ohio Healthcare Facilities Refunding Revenue Bonds, Series 2019 (Otterbein Homes Obligated Group) (the "Series 2019 Bonds") for the purpose of (1) refunding the outstanding 2016B Bonds and Series 2017 Bonds and (2) paying certain costs of issuance; and

WHEREAS, it is necessary for the County to enter into a Public Hospital Agencies Agreement with the County of Auglaize, Ohio (the "Public Hospital Agencies Agreement") permitting the County to issue its revenue bonds the proceeds of which will refinance Hospital Facilities located in such counties; and

WHEREAS, this Board is authorized by the authority contained in Chapter 140, Ohio Revised Code, to issue health care facilities revenue bonds for the aforesaid purposes; and

WHEREAS, at the request of the Corporation and its affiliates, this Board has determined to authorize such Series 2019 Bonds and to award the sale thereof to Fifth Third Securities, Inc.; and

WHEREAS, the County will acquire a leasehold interest in the Existing Facilities (which includes the 2016B Project and the 2017 Project) pursuant to certain Agreements of Lease (each a "Lease" and collectively, the "Leases") between the Corporation or one of its affiliates (together, "Otterbein Lessees") and the County, and will sublease such Existing Facilities to the Otterbein Lessees, each of which is an Ohio nonprofit corporation or limited liability company, the sole member of which is the Corporation, no part of the net earnings of which inures or may lawfully inure to the benefit of any private shareholder or individual and which has authority to operate Hospital Facilities pursuant to certain Subleases (each a "Sublease" and collectively, the "Subleases") between the County and the Otterbein Lessee(s); and

WHEREAS, it is necessary in connection with the issuance of the Series 2019 Bonds and the refunding of the outstanding 2016B Bonds and 2017 Bonds for the County to enter into the Indenture of Trust (Bond Indenture) between the County and U.S. Bank National Association, as trustee (the "Indenture"); and

WHEREAS, it is necessary in connection with the issuance of such Series 2019 Bonds to also provide for the authorization of a Bond Purchase Agreement and a Tax Exemption Certificate and Agreement and distribution of a Preliminary and Final Official Statement for the Series 2019 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Warren, Ohio:

SECTION 1. That for the purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County of Warren, Ohio, hereby determines that revenue bonds shall be issued pursuant to Section 140.06, Ohio Revised Code, in the principal amount of not to exceed \$25,000,000 for the purposes set forth in the preambles hereto. Such bonds shall be designated County of Warren, Ohio Healthcare Facilities Refunding Revenue Bonds, Series 2019 (Otterbein Home Obligated Group). The Series 2019 Bonds shall be issued in the forms and denominations and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, and be payable on the dates, all as exactly provided in the Indenture and by the Bond Purchase Agreement hereinafter authorized. The Series 2019 Bonds shall be retired either at stated maturity or by mandatory sinking fund redemption over a period not to exceed 30 years as set forth in the Indenture herein authorized.

SECTION 2. That the Series 2019 Bonds shall be payable at the designated corporate trust office of U.S. Bank National Association, as trustee (the "Bond Trustee"), or any successor trustee.

SECTION 3. That each of the Series 2019 Bonds authorized hereby shall bear on its face a statement that the Series 2019 Bonds are not general obligations, debt or bonded indebtedness of the County of Warren, Ohio or the State of Ohio or any political subdivision thereof, and the holders or owners of the Series 2019 Bonds are not given the right, and have no right, to have excises or taxes levied by the County of Warren, Ohio or the State of Ohio or any political subdivision thereof, for the payment of the bond service charges on such Series 2019 Bonds and that the right to such payment is limited to the revenues and special funds pledged for such purpose under the Indenture herein authorized.

SECTION 4. That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute on behalf of the County, the Indenture with the aforesaid Bond Trustee, in substantially the form presented to this Board and on file with the Clerk, and the Trust Estate as therein defined shall be pledged and the other agreements, covenants and promises therein made on behalf of the County shall be conclusively binding upon the County and in full force and effect from and after delivery of the aforesaid Series 2019 Bonds to their purchasers pursuant to the terms of said Indenture. Said Indenture shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Indenture as aforesaid.

SECTION 5. That this Board and said Trustee are hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2019 Bonds and the Indenture to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2019 Bonds and Indenture shall be effected, including taking all actions

necessary to complete the sale of the Series 2019 Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

SECTION 6. That this Board hereby determines that the leasing of the Existing Facilities from the Otterbein Lessees and the subleasing of the Existing Facilities to the Otterbein Lessees, which will operate the Existing Facilities, providing health care to the general public without discrimination by reason of race, creed, color or national origin, is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County and the State of Ohio by enhancing the availability, efficiency and economy of Hospital Facilities and the services rendered thereby.

SECTION 7. That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and enter into, on behalf of the County the Leases with each of the Otterbein Lessees. The Leases shall be substantially in the forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Leases as aforesaid. It is hereby determined that such Leases will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 8. That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County the Subleases with each of the Otterbein Lessees. The Subleases shall be substantially in the forms presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Subleases as aforesaid. It is hereby determined that such Subleases will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

SECTION 9. That the County Administrator or any member of this Board be and is hereby authorized and directed to execute and deliver on behalf of the County a Bond Purchase Agreement providing for the sale of the Series 2019 Bonds substantially in the form heretofore presented to this Board by Fifth Third Securities, Inc., so long as the terms of purchase contained therein are within the guidelines established in Section 1 of this Resolution. Such Bond Purchase Agreement shall set forth the underwriting discount, principal amounts, maturities, redemption provisions and interest rate or rates on the Series 2019 Bonds, and the execution and delivery of the Bond Purchase Agreement by such County Administrator or member of this Board shall be conclusive evidence of the authorization by this Board of such underwriting discount, principal amounts, maturities, redemption provisions and interest rate or rates on the Series 2019 Bonds.

SECTION 10. That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County a Tax Exemption Certificate and Agreement in substantially the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this

Board, which approval shall be conclusively evidenced by the execution of said Tax Exemption Certificate and Agreement as aforesaid.

SECTION 11. That at least two members of this Board and/or the County Administrator be and are hereby authorized and directed to execute and deliver on behalf of the County a Public Hospital Agencies Agreement in substantially the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution of said Public Hospital Agencies Agreement as aforesaid.

SECTION 12. That this Board, for and on behalf of the County of Warren, Ohio, hereby covenants that it will restrict the use of the proceeds of the Series 2019 Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. Any member of this Board or any other officer of the County having responsibility with respect to the issuance of said Series 2019 Bonds is authorized and directed to give an appropriate certificate on behalf of the County, on the date of delivery of said Series 2019 Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder.

SECTION 13. That the Preliminary Official Statement with respect to the Series 2019 Bonds, a draft copy of which is on file with the Clerk of this Board, is hereby approved. The use and distribution of the Preliminary Official Statement by Fifth Third Securities, Inc. and the Corporation and the Otterbein Lessees prior to the date of adoption of this Resolution is hereby expressly ratified and confirmed. That any member of this Board or the County Commissioners is hereby authorized and directed to execute and deliver on behalf of the County the Official Statement substantially in the form heretofore presented to this Board.

SECTION 14. That the appropriate officers of the County, including the appropriate members of this Board, be and they hereby are authorized to execute and deliver on behalf of the County such other releases, cancellation, certificates, documents and instruments in connection with the issuance and public sale of the Series 2019 Bonds, and the refunding of the 2016B Bonds and the 2017 Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to ensure compliance of the Series 2019 Bonds with the Internal Revenue Code, letters of representation to securities depositories, documentation relating to any qualified hedges, conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property and cancellations of leases. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

SECTION 15. That this Board of County Commissioners, as the "applicable elected

representative” of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2019 Bonds in the maximum principal amount of not to exceed \$25,000,000, the proceeds of which will be made available to refund the outstanding 2016B Bonds and the 2017 Bonds, the proceeds of which were previously described.

SECTION 16. That all resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 17. The Board hereby finds and determines that all formal actions of this Board, concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees resulting in such formal action, were in meeting open to the public, in full compliance with the law.

SECTION 18. That this resolution shall be effective from and after its adoption.

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads "Tina Osborne". The signature is written in black ink and is positioned above a horizontal line.

Tina Osborne, Clerk

cc: Auditor (certified)
Bond File
Abbot Thayer – Dinsmore & Shohl

CERTIFICATE

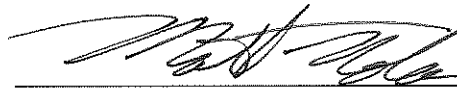
I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Board of County Commissioners on June 18, 2019, together with a true extract from the minutes of the meeting at which such resolution was adopted to the extent pertinent to consideration and adoption thereof; and further, that such a copy of the same has been filed this 18th day of June, 2019, with the County Auditor.



Clerk of the Board of County Commissioners

RECEIPT

18th The County Auditor of the County of Warren, Ohio, hereby acknowledges the filing, this day of June, 2019, of a certified copy of the foregoing resolution to proceed.



County Auditor

Resolution

Number 19-0791

Adopted Date June 18, 2019

APPROVE APPOINTMENT THE MENTAL HEALTH RECOVERY SERVICES OF
WARREN AND CLINTON COUNTIES BOARD OF DIRECTORS

BE IT RESOLVED, to approve the following appointment to the Mental Health Recovery Services of Warren and Clinton Counties Board of Directors to replace James Field's term expiring on June 30, 2019:

Sharon Woodrow appointment (to replace James Field) term from 7/1/19 – 6/30/23
4155 Lakeknoll Drive
Mason, Ohio 45040

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. Grossmann – yea
Mr. Young – yea

Resolution adopted this 18th day of June 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Mental Health Recovery Services (file)
 Appointees
 Appointments file
 Laura Lander