

Resolution

Number 18-0097

Adopted Date January 30, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO JODI CAMPBELL, ELIGIBILITY REFERRAL SPECIALIST II WITHIN THE JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Jodi Campbell, Eligibility Referral Specialist II; and


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

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
J. Campbell's FMLA file
OMB – Sue Spencer

Resolution

Number 18-0098

Adopted Date January 30, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO KAYLI STRICKLAND, ELIGIBILITY REFERRAL SPECIALIST II WITHIN THE JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Kayli Strickland, Eligibility Referral Specialist II; and

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

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
K. Strickland's FMLA file
OMB – Sue Spencer

Resolution

Number 18-0099

Adopted Date January 30, 2018

APPROVE LEAVE DONATION FOR DEBBIE GRIFFITH, ADMINISTRATIVE ASSISTANT, WITHIN THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT

WHEREAS, the deputy director of the Telecommunications Department has requested that, due to the employee's immediate family member's serious health condition, approve leave donation for Debbie Griffith; and

NOW THEREFORE BE IT RESOLVED, to approve leave donation for Debbie Griffith, Administrative Assistant, within the Telecommunications Department, effective immediately.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
D. Griffith's FMLA File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-0100

Adopted Date January 30, 2018

APPROVE LEAVE DONATION FOR MARK CAMPBELL, SERVICE WORKER I WITHIN THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the director of the Facilities Management Department has requested that, due to the employee's serious health condition, approve leave donation for Mark Campbell; and

NOW THEREFORE BE IT RESOLVED, to approve leave donation for Mark Campbell, Service Worker I, within the Facilities Management Department, effective immediately.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Facilities Management (file)
M. Campbell's FMLA File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-0101

Adopted Date January 30, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JOSHUA MOYER WITHIN THE WARREN COUNTY DEPARTMENT OF TELECOMMUNICATIONS

WHEREAS, Joshua Moyer, Applications Analyst I within the Warren County Department of Telecommunications, has successfully completed a 365-day probationary period, effective January 23, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Joshua Moyer's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$25.21 per hour effective pay period beginning February 3, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecommunications (file)
J. Moyer's Personnel File
OMB – Sue Spencer

Resolution

Number 18-0102

Adopted Date January 30, 2018

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

WHEREAS, William Pryor, Services Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective January 23, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve William Pryor's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.56 per hour effective pay period beginning February 3, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0103

Adopted Date January 30, 2018

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

WHEREAS, Ehren McClelland, Custodial Worker I within the Warren County Department of Facilities Management, has successfully completed a 365-day probationary period, effective January 30, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Ehren McClelland's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$11.09 per hour effective pay period beginning February 3, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0104

Adopted Date January 30, 2018

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JESSICA ANDERSON WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Jessica Anderson, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period, effective January 26, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve Jessica Anderson's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$15.37 per hour effective pay period beginning February 3, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0105

Adopted Date January 30, 2018

HIRE BRITTNEY YOST AS PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Brittney Yost, as Protective Services Caseworker I within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.37 per hour, under the Warren County Job and Family Services, Children Services compensation plan, effective February 20, 2018, subject to a 365 day probationary period.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: Children Services (file)
B. Yost's Personnel file
OMB – Sue Spencer

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

Resolution

Number 18-0106

Adopted Date January 30, 2018

HIRE CARA HARRISON, COMPLIANCE CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Cara Harrison as Compliance Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #5, \$14.91 per hour, under the Warren County Job and Family Services compensation plan, effective February 26, 2018, subject a negative drug screen and a 365 day probationary period.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
C. Harrison's Personnel file
OMB – Sue Spencer

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

Resolution

Number 18-0107

Adopted Date January 30, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A NON-PROFIT BOOTH AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Non-Profit Participation Contract for the Lebanon Expo with the following institution, as attached hereto and made part hereof:


Lebanon Area Chamber of Commerce
212 N. Broadway, Ste. 2
Lebanon, Ohio 45036

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/mbf

cc: c/a – OhioMeansJobs
OhioMeansJobs (file)



2018 LEBANON EXPO REGISTRATION – CONTRACT

March 3, 2018 – 9:00 AM to 2:00 PM

Sponsor Registration: 1/8 to 1/11

Open Registration: 1/12 to 2/9

Please send your registration via email to info@lebanonchamber.org or register in person at the Lebanon Area Chamber Office. All Sponsors qualify for early registration and the opportunity to choose a premium booth location.

Sponsorship Level (Choose a level below) Sponsor registration begins January 8th

\$1,000 Diamond Sponsor

- Multiple sponsorships available.
- Premium booth location included; 16' x 8' size.
- Top Mention on the Chamber website.
- Special recognition on program, posters, & Facebook.
- Special signage on booth at event.
- Company Logo on ALL marketing materials.

\$500 Gold Sponsor

- Multiple sponsorships available.
- Premium booth location included; 10' x 8' size.
- Company listing on the Chamber website.
- Special recognition on program, posters, & Facebook.
- Special signage on booth at event.
- Company listing on marketing materials.

No Sponsorship (Select a booth type below) Open registration begins January 12th

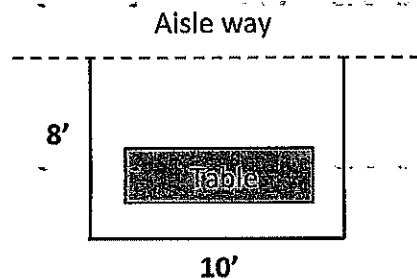
Exhibitor Booth with electric (10' x 8')

- Chamber Member - \$200
- Non-Member - \$250

Exhibitor Booth no electric (10' x 8')

- Chamber Member - \$150
- Non-Member - \$200

Non-Profit - \$75; Limited number of spaces available.



SAMPLE BOOTH LAYOUT

*Note that all booths include: Pipe and drape, six-foot table, tablecloth, and two chairs.

Each business participating in the Expo must complete the entire contract and submit full payment at the time of registration.

Business Name: Ohio Means Jobs - Warren County Main Contact Name: Matt Feltz
 Phone No.: 695-3032 Mobile No: 535-9714 Email: feltzm@ohioworkforce.com
 Contact Name Working the Booth: Michael Stern Mobile No: 535 9714
 Please describe your exhibit: OmJ in fo

Please describe your electrical needs: none

NOTE: Exhibit booths with electricity will be assigned one outlet and one extension cord; 110-volt service only, no-220.

DOOR PRIZE: As an exhibitor, each business must provide at least one prize worth \$25 or more to be raffled at your booth by your business. The exhibitor is responsible for supplying everything needed for the raffle (i.e. entry forms, pens, etc.). The exhibitor draws a winner(s) at a time of his or her choosing and contacts the winner. Entry forms can be used for business leads after the event. PLEASE NOTE: No coupons or discounts permitted.

Door prize: Gift Card

EXHIBITOR RULES AND REGULATIONS

1. Exhibit ownership: Each booth is rented by and assigned to one business. Exhibitors are not permitted to sublet their booth or share their space with another business owner.
2. Expo Times: The Lebanon Expo will be held on **Saturday, March 3, 2018 from 9:00 AM to 2:00 PM at the Lebanon High School**. All Exhibitors shall be present and operate their booth from 9:00 AM-2:00 PM. This contract specifically prohibits the exhibitor from dismantling or removing items from his exhibit before 2:00 PM.
3. Set-Up Times: Exhibitors are required to set up on **Friday, March 2, 2017 between 4:30 PM-- 8:30 PM**. Early arrivals for set up will not be allowed. On Saturday, March 2, doors will open to exhibitors at 8:00 AM for final preparations.
4. Booth Supervision: All booths must be staffed by 9:00 AM and must have at least one person supervising the booth until 2:00 PM. Volunteers will be available throughout the day to give short breaks to solo booth owners.
5. Exhibits must be attractive and non-offensive. Please note the following conditions:
 - a. Direct sales are allowed only within the confines of your booth. No wandering sales.
 - b. Booths with electricity are assigned one socket only. Exhibitors may use one splitter. No power strips allowed.
 - c. Electricity may not be shared with other booths.
 - d. No hand-made signs are allowed. Signage must look professional.
 - e. Displays must be confined to the booth and may not infringe on your neighbors. This includes lighting and audio/visual elements as well.
 - f. All booths and materials must conform to fire code regulations.
 - g. Exhibits may not use water or fire or other materials that could damage flooring.
 - h. No live pets allowed in the building.
6. Lebanon High School regulations must be followed: Exhibitors are guests of Lebanon High School. Please do not bring alcohol, tobacco products, drugs, weapons or any other items deemed unsuitable for a school campus. Gambling is also prohibited on school grounds.
7. End of Event: Expo ends at 2:00 PM. This contract strictly prohibits dismantling booths before 2:00 PM. Please be courteous to the custodial staff and take your materials and supplies with you. **All items must be completely removed by 3:00 PM.** Materials left behind will be discarded.
8. Cancellation by Exhibitor: Exhibitors who cancel their contract on or before February 16, 2018 can receive a full refund. No monies will be refunded for cancellations after February 16. **Please note: Sponsorship dollars are not refundable.**
9. Cancellation by the Chamber: Should the Chamber need to cancel the Expo for any reason beyond its control, such as but not limited to acts of God, fire, tornado, inclement weather and/or act of terrorism, the Chamber will not be held financially liable to the exhibitor.

The Lebanon Area Chamber of Commerce reserves the right to:

1. Remove any exhibit or part thereof that is not suitable for the family-friendly, professional event. No refund will be given.
2. Remove any exhibitor or his representative who is acting in a disruptive, disrespectful manner or not adhering to the rules and regulations.

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.

EXHIBITOR AGREEMENT: I have read and understand the rules and regulations for the 2018 Lebanon Expo and agree to comply.

Signature: *Tom Grossmann*

Date: 1/30/18

Print Name: Tom Grossmann

FOR OFFICE USE ONLY:

Date Registered: _____

Booth # Requested: _____

Booth # Assigned: _____

Electric

Total Cost: _____

Payment Method:

- Check Number: _____
- Credit Card (processed online)
- Cash

APPROVED AS TO FORM

Keith W. Anderson
Keith W. Anderson
Asst. Prosecuting Attorney

OFFICES OF WARREN COUNTY, OHIO

2018

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 23764 Lebanon, Ohio Date 01-01-18

Vendor Name Lebanon Chamber of Commerce Vendor # 1556 Fund # 258
 Street 212 N Broadway Ste 2 Trans. Code _____ Subfund # _____
 City, State, Zip Lebanon, OH 45036 Prog. Code _____ Function # 5800
 Remittance Address (Required) Class. Code _____ Object # 910
 Street Same Subaccount _____
 City, State, Zip _____

Memo _____ Total P.O. Amount 75.- ✓

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
1	2018 Lebanon Business Expo Registration	75.-
2		

OFFICE OR DEPARTMENT Ohio Means Jobs Warren County SIGNATURE & TITLE Nat'l Galt Director ✓

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

It is hereby certified that the amount (\$ 75.-) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of

County Commissioners (If Applicable)

Fund free from any obligation or certification now outstanding.
 Date Posted 1-5-2018
 By [Signature] Deputy MATT NOLAN, AUDITOR

Date Approved _____

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

Resolution

Number 18-0108

Adopted Date January 30, 2018

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

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

Promark Training Center
8 Prestige Plaza, Suite 110
Miamisburg, Ohio 45342

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

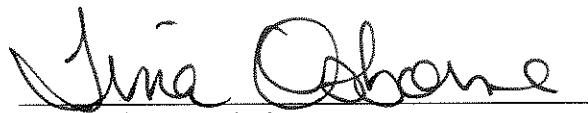
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/mbf

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Promark Training Centers, 8 Prestige Plaza, Suite 110, Miamisburg, Ohio 45342**, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

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

Responsibilities of the Contractor:

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

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

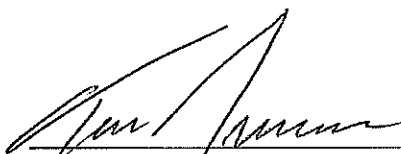
Assurances and Certifications:

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

Signature Page

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

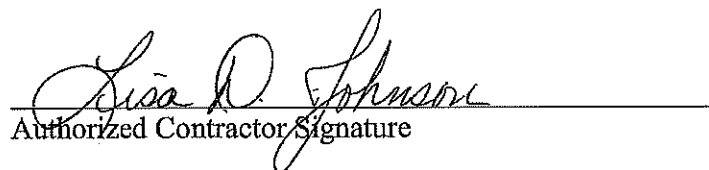
Warren County Board of Commissioners



Tom Grossmann, President

1/30/18
Date

Contractor



Authorized Contractor Signature


1-25-2018
Date

Lisa D. Johnson

Typed Name of Authorized Contractor

1-25-2018
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

1-25-18
Date

OFFICES OF WARREN COUNTY, OHIO

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 24081 Lebanon, Ohio Date 01-25-18

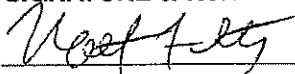
Vendor Name ProMark Training Centers Vendor # _____ Fund # 258
 Street 8 Prestige Plaza #110 Trans. Code _____ Subfund # _____
 City, State, Zip Miamisburg, OH 45342 Prog. Code _____ Function # 5800
 Remittance Address (Required)
 Street (Same as above) Class. Code _____ Object # 663
 City, State, Zip _____ Subaccount _____

Memo ITAs Total P.O. Amount 2,400

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
	Required tuition, fee's, workbooks, textbooks	2,400
	3 media for WIOA participants	

OFFICE OR DEPARTMENT
Ohio Means Jobs

SIGNATURE & TITLE
 Director

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

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

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

*New Vendor Form
 was submitted on
 01/25/2018*

*Please file after
 vendor form clears.*

Resolution

Number 18-0109

Adopted Date January 30, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY REGIONAL PLANNING COMMISSION RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

WHEREAS, Warren County desires assistance with the development of the Assessment of Fair Housing as outlined by the U.S. Department of Housing & Urban Development as a requirement of the Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, the Warren County Regional Planning Commission has agreed to undertake the development of the aforementioned document; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into an Agreement with the Warren County Regional Planning Commission for consideration set forth for services of the development of the Affirmatively Furthering Fair Housing Assessment relative to Warren County's CDBG Entitlement Program, as attached hereto and made a part hereof.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Regional Planning Commission
OGA (file)
RPC (file)

**AGREEMENT
BETWEEN WARREN COUNTY COMMISSIONERS
AND
WARREN COUNTY REGIONAL PLANNING COMMISSION**

This Agreement executed this 30th day of January, 2018, by and between the Warren County Board of Commissioners (hereinafter referred to as "County"), and the Warren County Regional Planning Commission (hereinafter referred to as "RPC"), shall serve to set forth the general terms and conditions for the County and RPC in the undertaking of creating a five year Assessment of Fair Housing (AFH) for the FY 2019 Community Development Block Grant Program (CDBG) funded by the U.S. Department of Housing and Urban Development (HUD).

The following elements and itemized responsibilities for the County and the RPC set forth the basic guidelines and requirements for the respective parties to undertake the aforementioned project:

I. SERVICES

The RPC agrees to perform professional services as outlined in the Scope of Services; and the Client agrees to compensate the RPC for such services as outlined in Method of Payment for the AFH that ultimately, is to be approved by HUD.

II. COMPENSATION

RPC will be compensated by the County for the services listed in the "Scope of Services" for the creation of the Assessment of Fair Housing for the FY 2019 CDBG Program. The billable budget for the services listed in the "Scope of Services" includes the average of the salaries of the Executive Director, Senior Planner and Staff, and any other direct expenses at actual cost. The compensation will be for a "not to exceed" amount of Twelve Thousand Dollars (\$12,000). Invoicing will be no more often than 30 day intervals and will be detailed in compliance with the rate of \$70.00 per hour.

III. METHOD OF PAYMENT

The RPC shall submit written invoices to the Office of Grants Administration for the professional services performed in carrying out this Agreement. All costs eligible for reimbursement must be incurred pursuant to actual work performed on this Agreement. Such invoices shall be detailed, giving an hourly accounting of all charges for all services rendered, and recorded in a manner consistent with general accepted accounting principles. Invoices are due and payable by the County within thirty (30) days after receipt, provided the professional services have demonstrated sufficient progress and are accepted by the County.

IV. SCOPE OF SERVICES

The Warren County Regional Planning Commission (RPC) shall perform the following professional services for the Board of Warren County Commissioners (County):

Description: Completion of a five-year Assessment of Fair Housing (including an Action Plan) to be approved by HUD, which basically includes the analysis, goals, actions to be taken for implementation and a form of maintaining records. Said assessment would be utilized under the implementation of applicable HUD programs, including the CDBG Program. The AFH will be developed as per the AFFH Rule guidebook Version 1, as published by the U.S. Department of Housing and Urban Development.

Cost: The cost of this AFH preparation is not to exceed \$12,000.00. This cost may be renegotiated upon mutual agreement by both parties.

Time: Completion time is August 1, 2018.

RPC Project Manager: Stanley Williams, Executive Director, shall serve as the primary point of daily contact for the County. In Mr. Williams' absence, it is warranted that the remaining RPC staff shall be available to perform this function.

V. RESPONSIBILITIES OF THE COUNTY

The Grants Coordinators shall serve as the main point of contact between the County and the RPC on a daily basis, or in their absence, the County Administrator. If the services performed by the RPC are dependent upon the County furnishing data or other information to the RPC, all such data, information, reports, maps and other graphic material as are existing, available and necessary for the carrying out of the work shall be furnished to the RPC without charge by the County, and the County shall cooperate with the RPC in every way possible in carrying out the professional services program.

VI. PERSONNEL

The RPC represents that it currently employs all personnel required in performing the services under this agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with the County, but shall be subject to necessary supervision as defined in the Scope of Services.

VII. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the RPC arising out of or relating to this Agreement or the breach thereof will be decided by non-binding

mediation, and if mediation is unsuccessful, in the Warren County Court of Common Pleas.

VIII. EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

During the performance of this Agreement, the RPC agrees as follows:

1. The RPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The RPC will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The RPC will, in all solicitations or advertisements for employees placed by or on behalf of the RPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The RPC will send to each Labor Union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County contracting officer, advising the Labor Union or Worker's representative of the Corporation's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The RPC will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor.
5. The RPC will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the RPC's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the RPC may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

7. The RPC will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the RPC becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the RPC may request the United States to enter into such litigation to protect the interest of the United States.

IX. SEGREGATED FACILITIES

RPC will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

X. CONFLICT OF INTEREST

RPC will abide by the provision that non-member, officer or employee of the County, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

XI. COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

RPC agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The RPC shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XII. INTEREST OF CERTAIN FEDERAL OFFICIALS

RPC agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XIII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

RPC certifies that remuneration under this Agreement shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of

applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

XIV. CIVIL RIGHTS ACT OF 1964, AS AMENDED

Under the Title I of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

XVI. "SECTION 504" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

1. RPC will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The RPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. RPC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the RPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of labor issued pursuant to the Act.

4. RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the RPC's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. RPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the RPC is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. RPC will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the Corporation which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

XVIII TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, RPC shall fail to fulfill in a timely and proper manner its obligations under this contract, or it RPC shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the RPC of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the RPC under this contract shall, at the option of the County, become its property and the RPC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the RPC shall not be relieved of liability to the County for damages sustained by the County, by virtue of any breach of the contract by the RPC, and the County may withhold any payments to the RPC for the purpose of set-off until such time as the exact amount of damages due the County from the RPC is determined.

XIX. SECTION 402 VETERANS OF THE VIETNAM ERA (CONTRACTS OVER \$10,000)

Affirmative Action for Disable Veterans and Veterans of the Vietnam Era

1. The RPC will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant or employment is qualified. The RPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The RPC agrees that all suitable employment openings of the RPC which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the RPC other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The RPC further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants and nothing herein is intended to relieve the RPC from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph (b) of this clause will include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the RPC has more than one hiring location in a State, with the central office of the state employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled Veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hire, and (4) the total number of disabled veterans of the Vietnam era hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The RPC shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The RPC shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related

documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the RPC becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the RPC is contractually bound to these provisions and has so advised the State system, there is need to advise the State system where it is no longer bound by this contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
7. The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the RPC proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than 3 days duration and part time employment. It does not include openings which the RPC proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for the listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of the listing would otherwise not be for the best interest of the Government.
 - a. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - b. "Openings which the RPC proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the RPC's organization (including any affiliates, subsidiaries, and the

parent companies) and includes any openings which the RPC proposes to fill from regularly established "recall" lists.

- c. "Openings which the RPC proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the RPC proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the RPC and representatives of his employees.
9. The RPC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.
10. In the event of the RPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.
11. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the RPC's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.
12. The RPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the RPC is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
13. The RPC will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

XX. DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension". This list contains the names of parties debarred, suspended or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

XXI WAIVERS OR REVISIONS

To be valid, any waiver or revision of any portion of this agreement shall be in writing and shall not take effect until signed by the below duly authorized representatives of the County and the RPC.

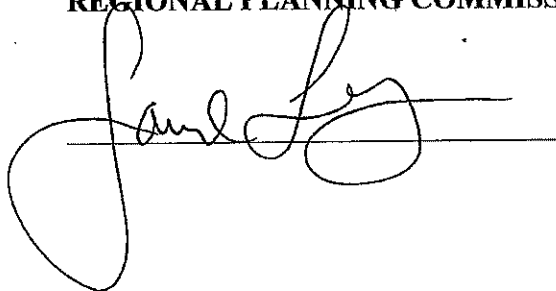
XXII AUTHORITY

The County and the RPC warrant that they have taken all necessary steps, in accordance with the Ohio Revised Code, to lawfully empower their representatives signed below, to execute this agreement and any revisions thereto.

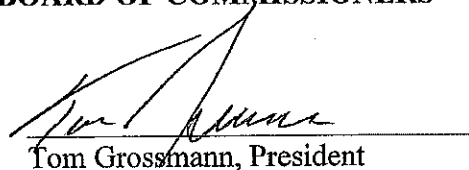
XXIII EXECUTION

IN WITNESS WHEREOF, the Warren County Board of Commissioners and the Warren County Regional Planning Commission have executed this Agreement as of the date included herein.

**WARREN COUNTY
REGIONAL PLANNING COMMISSION**

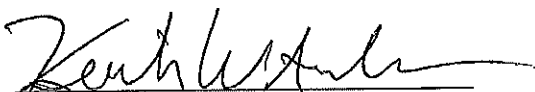


**WARREN COUNTY
BOARD OF COMMISSIONERS**



Tom Grossmann, President

APPROVED AS TO FORM:



Keith Anderson, Assistant Prosecutor

L:\RPC Agreement-AFFH 2018

Resolution

Number 18-0110

Adopted Date January 30, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY REGIONAL PLANNING COMMISSION RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

WHEREAS, Warren County desires assistance with the development of a Consolidated Plan as outlined by the U.S. Department of Housing & Urban Development as a requirement of the Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, the Warren County Regional Planning Commission has agreed to undertake the development of the aforementioned plan; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into an Agreement with the Warren County Regional Planning Commission for an amount not to exceed \$20,000, as set forth for services of the development of a Consolidated Plan relative to Warren County's CDBG Entitlement Program, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Regional Planning Commission
OGA (file)
RPC (file)

**AGREEMENT
BETWEEN WARREN COUNTY COMMISSIONERS
AND
WARREN COUNTY REGIONAL PLANNING COMMISSION**

This Agreement executed this 30th day of January, 2018, by and between the Warren County Board of Commissioners (hereinafter referred to as "County"), and the Warren County Regional Planning Commission (hereinafter referred to as "RPC"), shall serve to set forth the general terms and conditions for the County and RPC in the undertaking of creating a five year Consolidated Plan for the FY 2019 Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development.

The following elements and itemized responsibilities for the County and RPC, set forth the basic guidelines and requirements for the respective parties to undertake the aforementioned project:

I. SERVICES

The RPC agrees to perform professional services as outlined in the Scope of Services; and the Client agrees to compensate the RPC for such services as outlined in Method of Payment for a Consolidated Plan to be completed in accordance with the U.S. Department of Housing and Urban Development regulations 24 CFR Part 91.

II. COMPENSATION

RPC will be compensated by the County for the services listed in the "Scope of Services" for the creation of the Consolidated Plan for the FY 2019 CDBG Program. The billable budget for the services listed in the "Scope of Services" include salaries of the Executive Director, Deputy Director and Staff, mileage and any other direct expenses at actual cost.. The compensation will be for a "not to exceed" amount of Twenty Thousand Dollars (\$20,000). Invoicing will be no more often than 30 day intervals and will be detailed in compliance with the following division and rates:

Executive Director	\$72 per hour
Senior Planner	\$50 per hour
Staff	\$25 per hour
Mileage	\$0.45 per mile

III. METHOD OF PAYMENT

The WCRPC shall submit written invoices to the Office of Grants Administration for the professional services performed in carrying out this Agreement. All costs eligible for reimbursement must be incurred pursuant to actual work performed on this Agreement. Such invoices shall be detailed, giving an hourly accounting of all charges for all services rendered, and recorded in a manner consistent with general accepted accounting principles. Invoices are due and payable by the County within thirty (30) days after receipt, provided the professional services have demonstrated sufficient progress and are accepted by the County.

IV. SCOPE OF SERVICES

The Warren County Regional Planning Commission (RPC) shall perform the following professional services for the Board of Warren County Commissioners (County):

Description: Completion of a five-year Consolidated Plan (including a one year Action Plan) in accordance with 24 CFR Part 91, which describes community needs, resources, priorities and proposed activities to be undertaken under certain U.S. Department of Housing and Urban Development (HUD) programs, including the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Emergency Shelter Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA). The Consolidated Plan will contain the following elements:

1. A housing and homeless needs assessment;
2. A housing market analysis;
3. A strategic plan (5 years in length); and
4. A one-year Action Plan

Cost: The cost of this Consolidated Plan preparation is estimated at \$20,000.00. This cost is a maximum/not to exceed amount and will be renegotiated if both parties voluntarily modify the Scope of Services after execution of the agreement.

Time: Estimated completion time is five (5) months, per a planning meeting with the Office of Grants Administration (OGA).

RPC Project Manager: Stan Williams, Director, shall serve as the primary point of daily contact for the County. In Mr. William's absence, it is warranted that the remaining RPC staff shall be available to perform this function.

V. RESPONSIBILITIES OF THE COUNTY

The Grants Coordinators shall serve as the main point of contact between the County and the RPC on a daily basis, or in their absence, the County Administrator. If the services performed by the RPC are dependent upon the County furnishing data or other information to the RPC, all such data, information, reports, maps and other graphic material as are existing, available and necessary for the carrying out of the work shall be furnished to the RPC without charge by the County, and the County shall cooperate with the RPC in every way possible in carrying out the professional services program.

VI. PERSONNEL

The RPC represents that it currently employs all personnel required in performing the services under this agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with the County, but shall be subject to necessary supervision as defined in the Scope of Services.

VII. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the RPC arising out of or relating to this Agreement or the breach thereof will be decided by non-binding mediation, and if mediation is unsuccessful, in the Warren County Court of Common Pleas.

VIII. EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

During the performance of this Agreement, the RPC agrees as follows:

1. The RPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The RPC will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The RPC will, in all solicitations or advertisements for employees placed by or on behalf of the RPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The RPC will send to each Labor Union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County contracting officer, advising the Labor Union or Worker's representative of the Corporation's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The RPC will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor.
5. The RPC will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the RPC's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the RPC may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and

remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

7. The RPC will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the RPC becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the RPC may request the United States to enter into such litigation to protect the interest of the United States.

IX. SEGREGATED FACILITIES

RPC will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

X. CONFLICT OF INTEREST

RPC will abide by the provision that non-member, officer or employee of the County, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

XI. COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

RPC agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The RPC shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XII. INTEREST OF CERTAIN FEDERAL OFFICIALS

RPC agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XIII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

RPC certifies that remuneration under this Agreement shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of

applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

XIV. CIVIL RIGHTS ACT OF 1964, AS AMENDED

Under the Title I of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

XVI. "SECTION 504" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

1. RPC will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The RPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. RPC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the RPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of labor issued pursuant to the Act.
4. RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the RPC's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. RPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the RPC is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. RPC will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the Corporation which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

XVIII TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, RPC shall fail to fulfill in a timely and proper manner its obligations under this contract, or it RPC shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the RPC of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the RPC under this contract shall, at the option of the County, become its property and the RPC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the RPC shall not be relieved of liability to the County for damages sustained by the County, by virtue of any breach of the contract by the RPC, and the County may withhold any payments to the RPC for the purpose of set-off until such time as the exact amount of damages due the County from the RPC is determined.

XIX. SECTION 402 VETERANS OF THE VIETNAM ERA (CONTRACTS OVER \$10,000)

Affirmative Action for Disable Veterans and Veterans of the Vietnam Era

1. The RPC will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant or employment is qualified. The RPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The RPC agrees that all suitable employment openings of the RPC which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the RPC other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The RPC further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants and nothing herein is intended to relieve the RPC from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph (b) of this clause will include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the RPC has more than one hiring location in a State, with the central office of the state employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled Veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hire, and (4) the total number of disabled veterans of the Vietnam era hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The RPC shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The RPC shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the RPC becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the RPC is contractually bound to these provisions and has so advised the State system, there is need to advise the State system where it is no longer bound by this contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
7. The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the RPC proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than 3 days duration and part time employment. It does not include openings which the RPC proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for the listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of the listing would otherwise not be for the best interest of the Government.
 - a. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - b. "Openings which the RPC proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the RPC's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the RPC proposes to fill from regularly established "recall" lists.
 - c. "Openings which the RPC proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the RPC proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the RPC and representatives of his employees.

9. The RPC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.
10. In the event of the RPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.
11. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the RPC's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.
12. The RPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the RPC is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
13. The RPC will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

XX. DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension". This list contains the names of parties debarred, suspended or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

XXI WAIVERS OR REVISIONS

To be valid, any waiver or revision of any portion of this agreement shall be in writing and shall not take effect until signed by the below duly authorized representatives of the County and the RPC.

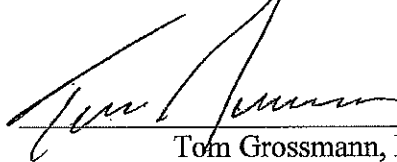
XXII AUTHORITY

The County and the RPC warrant that they have taken all necessary steps, in accordance with the Ohio Revised Code, to lawfully empower their representatives signed below, to execute this agreement and any revisions thereto.

XXIII EXECUTION

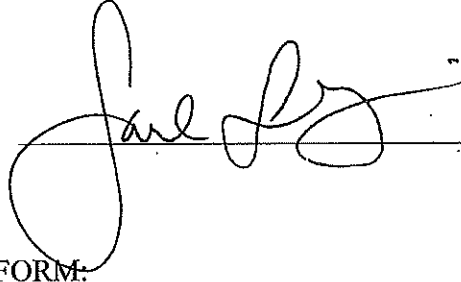
IN WITNESS WHEREOF, the Warren County Board of Commissioners and the Warren County Regional Planning Commission have executed this Agreement as of the date included herein.

WARREN COUNTY BOARD OF COMMISSIONERS




Tom Grossmann, President

WARREN COUNTY REGIONAL PLANNING COMMISSION



APPROVED AS TO FORM:



Keith Anderson, Assistant Prosecutor

L:\Grants\RPC Agreement-Consolidated Plan 2019

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

Resolution

Number 18-0111

Adopted Date January 30, 2018

APPROVE CLIENT AGREEMENT WITH NEW HORIZONS COMPUTER LEARNING CENTERS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to authorize the President of the Board to sign a Client Agreement with New Horizons Computer Learning Centers, for staff training, on behalf of Warren County Telecommunications; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – New Horizons Computer Learning Centers
Telecom (file)



Price Quote

QUOTED TO		QUOTE FROM
CLIENT:	Warren County Telecom	New Horizons Computer Learning Centers
ADDRESS 1:	500 Justice Drive	10653 Techwood Circle
ADDRESS 2:		Suite 100
CITY, STATE & ZIP:	Lebanon, OH 45036	Cincinnati, OH 45242
CONTACT:	Gary Estes	Ken Bryant
PHONE:		513-554-0111
EMAIL:	Gary.Estes@wcoi.net	Ken.Bryant@nhohiovalley.com
Please return the completed quote to: Ken.Bryant@nhohiovalley.com		
Remit payments to: New Horizons CLC, PO Box 679083, Dallas, TX 75267-9083		

SERVICES PURCHASED					Quote ID: Q100-20074-G06M1C
QTY	ITEM	LOCATION	STUDENT/EMAIL	DATE	COST
1	New Horizons IT 5 Pack	n/a	n/a	n/a	\$9,995.00
3	Microsoft Office Appclasses	n/a	n/a	n/a	\$0.00

IF APPLICABLE, SALES TAX:	\$0.00
TOTAL:	\$9,995.00
This Pricing Expires On:	1/31/18

COMMENTS

NH IT Technical 5 PACK includes:

- All Microsoft Technical Training courses of 5 days or less with a maximum retail price of \$2,975 (including 20461, 20462, 20463, 20464, 20465, 20466, and 20467 for SQL MCSA SQL, MCSA: Data Platform, and MCSE: BI certifications)
- All CompTIA 5 day courses with a maximum retail price of \$2,475
- Cisco ICND1 and ICND2 courses (both \$3,295 at retail)
- PMP Certification Training (\$2,995.00 at retail)

- Additionally, once the 5 courses have been utilized additional Microsoft and CompTIA Technical courses within the defined parameters can be purchased at 50% off of retail for each class within 12 months of 5 Pack purchase.

- The below Premium Courses can also be selected using their discounted Add-On prices:
 - VMWare vSphere ICM \$99/day
 - VMWare Horizon View ICM \$99/day
 - VMWare Advanced (Partner) \$425/day
 - VMWare FastTracks (Partner) \$600/day
 - Cisco Advanced (Global OLL) \$99/day
 - Cisco Advanced (Partner) \$300/day
 - Citrix, IBM, Red Hat \$400/day



Price Quote

HORIZONS COMPUTER LEARNING CENTERS & CLIENT AGREEMENT

The client understands this form is an agreement between New Horizons and Company. By signing this agreement, Company authorizes New Horizons to invoice for the above items and agrees to payment upon receipt. This agreement confirms that signer has read and agreed to comply with the "Enrollment Policies" information located at <http://www.nhcomputerlearning.com/oa>, and is authorized to sign for Company. Terms: All discounts are void if portions of the above training are cancelled. New Horizons guarantees only those services set forth in this agreement. Verbal agreements will not be honored without written confirmation on the date of purchase from a New Horizons representative. Company agrees not to employ any New Horizons employee for a period of one (1) year after the completion of the training ordered under this Agreement. In the event client breaches this provision, client agrees to pay New Horizons, as liquidated damages, an amount equal to 40% of the annual salary of the person hired.

Email responses agreeing to the order details and payment terms will be considered a signed document. I acknowledge that I agree to the New Horizons Terms and Condition:

SIGNATURE	PRINTED NAME	TITLE	DATE SIGNED
	Tom Grossmann	President	11/30/18

Invoices are sent at the time the agreement is signed and are due upon receipt.

- Credit Card Payment (For your protection and to comply with the Payment Card Industry Data Security Standard Council, you will receive an email with a link to pay via credit card. This payment should be processed the same day.)
- Due Upon Receipt Invoice (Include a copy of your company purchase order)

CLICK BELOW FOR MORE INFORMATION ABOUT THE SERVICES WE OFFER

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[Custom Training](#) [E-Learning](#) [Room Rentals](#)
[Microsoft Software Assurance](#) [Training Vouchers](#) [Cisco Learning Credits](#)
www.nhcomputerlearning.com

APPROVED AS TO FORM

Kathryn M. Horvath
 Asst. Prosecuting Attorney

Resolution

Number 18-0112

Adopted Date January 30, 2018

APPROVE CUSTOMER SERVICE ORDER FORM WITH CDWG ON BEHALF OF
WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to authorize the President of the Board to sign a Customer Service Order form with CDWG for software licenses on behalf of Warren County Telecommunications; copy attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – CDWG
Telecom (file)

CDW Customer Service Order Form

Proofpoint

Terms:

TERMS AND CONDITIONS - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at Third Party Cloud Services Terms and Conditions, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

SUBSCRIPTION TERM START DATE -- The subscription term will start on the date that Proofpoint activates the applicable Cloud Service.

PAYMENT - Customer will pay all Fees (as defined herein) for the use of the Cloud Services and the implementation services as set forth in Seller's invoice ("Implementation Services"), within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Cloud Services and the Implementation Services, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cloud Services. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Cloud Services purchased. Seller will invoice Customer on a one-time basis, in advance for the Implementation Services. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Cloud Services and the Implementation Services and all additional fees due hereunder are collectively referred to as "Fees".

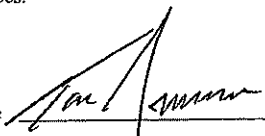
ADD-ON ORDERS - Any orders submitted by Customer to Seller for Proofpoint Cloud Services (and any associated Implementation Services) over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Proofpoint Cloud Service, any associated Implementation Services, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Proofpoint Cloud Services on behalf of Customer.

NON-CANCELLABLE/NON-REFUNDABLE - The Cloud Services purchased under this Cloud Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.


SERVICE SUSPENSION -- In addition to any other rights Seller may have, Seller may suspend or terminate the Cloud Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

BY CLICKING AGREE, Customer acknowledges and agrees that it is receiving the Cloud Services directly from Proofpoint, Inc. ("Proofpoint") pursuant to Proofpoint's standard terms and conditions. Customer further acknowledges that Proofpoint and not Seller will be responsible for performance of the Cloud Services.

Customer Authorized Signature/Date

 1/12/18

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

OFFICES OF WARREN COUNTY, OHIO

PURCHASE ORDER - REQUISITION - CERTIFICATE

ORDER NO. 23384 ✓ Lebanon, Ohio Date 1-3-18

Vendor Name CDWG Vendor # 76600 ✓ Fund # 101
 Street 75 Remittance Dr. Ste 1515 Trans. Code _____ Subfund # _____
 City, State, Zip Chicago, IL 60675-1515 Prog. Code _____ Function # 2812
 Remittance Address (Required) _____
 Street Same Class. Code _____ Object # 400
 City, State, Zip _____ Subaccount _____

Memo "Renewal" WCPN # NIPA Contract #130733 ✓ Total P.O. Amount \$2,592.80 ✓
Renewal - Email Spam + Attachment Defense

Auditor's Use Only:

QUANTITY	DESCRIPTION OF SERVICES	PRICE
112	#3657683 Proof Point Essentials Business License @ \$23.15 ✓	\$2,592.80 ✓
1	#3669568 Proof Point Essential Support	-0-
	Per Quote JLJW237	

Bill to/Ship to: Warren Co. Telecom 500 Justice Dr. Lebanon OH 45036

OFFICE OR DEPARTMENT Warren Co. Telecom SIGNATURE & TITLE [Signature] ✓
 (Gary Estes, Deputy Director)

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.) County Commissioners (If Applicable)

It is hereby certified that the amount (\$2592.80) required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the County Treasury or in the process of collection to the credit line of Telecom

Fund free from any obligation or certification now outstanding.
 Date Posted 1/20/18
 By Jana Walker Deputy MATT NOLAN, AUDITOR Date Approved 1.8.18

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

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

ORIGINAL

Resolution

Number 18-0113

Adopted Date January 30, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN TASK COMPLETION REPORT 50 WITH TRITECH SOFTWARE SYSTEMS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Paul Kindell, Director of Telecommunications, has reviewed, verified, and recommended that the Board of County Commissioners sign the TriTech Software Systems Task Completion Report 50; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Report 50 in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County-Sales Order 6395, as attached hereto and made a part hereof.

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

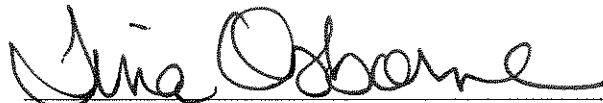
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – TriTech Software Systems
Telecom (file)



Warren County Sales Order 6395 Task Completion Report 50

Effective Date: 01/17/2018

The purpose of the Task Completion Report (this "Document") is to document the mutual agreement between TriTech and the Client on the items listed in this report, in reference to CAD/Mobile/RMS/Jail Implementation Project for the Warren County – Sales Order 6395.

Acknowledgement: JMS Interface and RMS/JMS data conversion agenda

Document Referenced: JMS interface review

Resource: Kevin Cosentino

Project Manager: Jameson Gartner

SOW: WarrenCo_CADMobile_RMSFBR_Jail_SOW v4

Change Order: CO3976

The agenda for this on site visit was emailed to Gary Estes on Jan 16, 2018.

Approval of this Task Completion Report does not generate an invoice related to this Project.

The Client is responsible to approve this Task Completion Report within 10 business days, or provide a written notification to TriTech detailing the reason that this document cannot be approved. Lack of approval by the Client within this timeframe will not result in default or automatic approval of the document. However, any delays in approval process may have a cascading impact on project timelines.

Please sign, scan and return this document to TriTech via e-mail PDF attachment to Jameson Gartner (jameson.gartner@tritech.com)

Approvals

Client Project Manager Print Name:

Signature:

Tom Grossmann

Date:

1/30/18

TriTech Project Manager Print Name: Jameson Gartner

Signature:

Jameson Gartner

Date: 01/17/2018

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

Resolution

Number 18-0114

Adopted Date January 30, 2018

ADVERTISE FOR BIDS FOR THE LANDEN SEWER LINING PROJECT

BE IT RESOLVED, to advertise for bids for the Landen Sewer Lining Project for the Warren County Water and Sewer Department; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet Web Site, beginning the week of February 11, 2018; bid opening to be February 27, 2018 @ 9:20 a.m.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

EH\

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 18-0115

Adopted Date January 30, 2018

APPROVE AN EMERGENCY REPAIR OF THE ELECTRICAL WIRING FOR THE GRAVITY FILTERS AT THE RICHARD A RENNEKER WATER TREATMENT PLANT

WHEREAS, on 01/21/18 personnel discovered the filter system was not working properly for water treatment at RAR Water Treatment Plant; and

WHEREAS, Lake Erie Electric was called to diagnose and repair the Electrical Wiring for the Gravity Filter System; and

WHEREAS, said Gravity Filter System must be operational in order to provide treated water within EPA standards; and

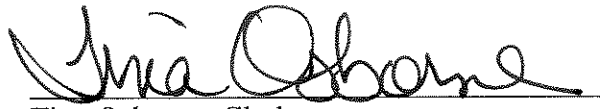
NOW THEREFORE BE IT RESOLVED to declare an emergency and approve Purchase Order #24313 to Lake Erie Electric in the amount of \$3000.00 for the estimated costs associated with repairing the Filter System.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jmb

cc: Auditor Y
Water/Sewer (file)
OMB

Resolution

Number 18-0116

Adopted Date January 30, 2018

ACKNOWLEDGE COUNTY ENGINEER'S PARTICIPATION IN FUNDING AGREEMENT
RELATIVE TO IMPROVEMENTS AT THE INDIANA AND OHIO RAILROAD CROSSING
ON MORROW-ROSSBURG ROAD IN HARLAN TOWNSHIP

WHEREAS, pursuant to a complaint relative to safety concerns at the Indiana and Ohio Railroad Crossing on Morrow-Rossburg Road in Harlan Township, the County Engineer requested a field study to determine actual warrants for signal and gate installation; and

WHEREAS, the Public Utilities Commission of Ohio (PUCO) conducted a data search of the crossing that indicated that said crossing qualified for flashing signals and gates at a proposed cost of \$250,000; and

WHEREAS, funding for said project is proposed at PUCO 65%, Indiana & Ohio Railroad 10% and a local match from Warren County of 25%; and

WHEREAS, Ohio Department of Transportation through the Ohio Rail Development commission has agreement to pay the required 20% local match of Warren County; and

WHEREAS, with no county funding in the project, the County Engineer signed a funding agreement between Warren County, the PUCO and Indiana and Ohio Railroad relative to said project; and

NOW THEREFORE BE IT RESOLVED, to acknowledge the County Engineer's participation in a funding agreement relative to improvements at the Indiana and Ohio Railroad Crossing on Morrow-Rossburg Road in Harlan Township; additional information attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: C/A—PUCO
C/A—Indiana Ohio Railroad
Engineer (file)



Memorandum

January 22, 2018

To: Warren County Board of County Commissioners
Tiffany Zindel
Bruce McGary
From: Neil Tunison

**Re: Signal and Gate Installation at Indiana and Ohio Railroad Crossing on Morrow-Rossburg Road
(County Road 27) in Harlan Township**

This memo contains good news. The Warren County Engineer's Office was advised by the Public Utilities Commission of Ohio in August 2016 of a complaint by a Warren County motorist about lack of adequate sight distance at the referenced railroad crossing. I submitted a request in September 2016 for a field study to determine actual warrants for the signal and gate. PUCO conducted a data search of the crossing that indicated that it qualified for a flashing signals and gates.

In November 2017, I was advised in a phone conversation from a PUCO representative the final study report that included the cost of the installation. An agreement would be based on a price of \$250,000 with a split in funding as follows:

PUCO match: 65% for a total of \$162,500
I&O RR match: 10% for a total of \$25,000
Local match by Warren County: 25% for a total of \$62,500

I was further advised that the ODOT through the Ohio Rail Development Commission (ORDC) may upon review of the final report contribute to the local match up to 25%. ODOT is proactive in improving safety at 5,800 of public road railroad grade crossing. I would be receiving a funding agreement that would stipulate the final project amount along with the various match percentages.

On December 8, 2017, I received the agreement. The final funding split is as follows:

PUCO match: 65% for a total of \$162,500
I&O RR match: 10% for a total of \$25,000
ORDC match: 25% for a total of \$62,500
Warren County match: 0%, therefore funding required by the county

Because the crossing is on a county road, Warren County is required to sign the agreement. With no county funding in the project, please be advised I have signed the agreement and forwarded to PUCO for them to schedule the project. The gates and signals will be installed by the I&O Railroad. The installation time has not been set. The parties are to be notified by the railroad before construction begins.

Though not addressed in the agreement or anticipated, if any changes in the project delivery that would require funding by Warren County, you will be advised.



**Public Utilities
Commission**

Asim Z. Haque, Chairman

Commissioners

Lynn Slaby
M. Beth Trombold
Thomas W. Johnson
M. Howard Petricoff

September 12, 2016

Mr. Neil Tunison
Warren County Engineer
210 W. Main Street
Lebanon, OH 45036

27
Re: Morrow-Rossburg Road/CR ~~677~~ Indiana & Ohio
Railway/DOT#151-316B

Dear Mr. Tunison:

As a follow-up to a concern by Autumn Ballard (enclosed) concerning the safety at the above-mentioned grade crossing, I am forwarding to you a pamphlet of Ohio's Highway-Railroad Grade Crossing Upgrade Programs, a state funded evaluation form for upgrading warning devices, and a supplemental assistance program form.

Warning devices are upgraded in one of three ways (as described in the pamphlet):

- 1) Federal Grade Crossing Improvement Program
- 2) State Grade Crossing Improvement Program
- 3) Through direct negotiations between communities and railroads.

Under the latter two methods, a portion of the costs is borne by the Local Highway Authority (Warren County) with jurisdiction over the highway involved.

If the County would like to explore the amount of assistance that the state can provide (through the State Funded Program) at the subject grade crossing, please complete the enclosed evaluation application and return to the Public Utilities Commission of Ohio. At that time, an inspector will do a field survey to be used to complete a matrix and a financial proposal may be extended to the County to upgrade to active warning devices at the subject grade crossing.

If you have any additional questions, I can be reached at 614-466-0435.

Sincerely,

Jill Henry
Rail Specialist
PUCO Railroad Division

Henry, Jill

From: PUCO RailDivision
Sent: Friday, September 09, 2016 3:04 PM
To: Jones, Brenda; Henry, Jill
Subject: FW: Ohio Dangerous Crossing Report

vegetation
Lights and gates

From: PucO webmaster
Sent: Friday, September 09, 2016 9:04 AM
To: Schumacher, Randall <randall.schumacher@puco.ohio.gov>; Martin, Alan <alan.martin@puco.ohio.gov>; PUCO RailDivision <RailDivision@puco.ohio.gov>
Subject: FW: Ohio Dangerous Crossing Report

From: Autumn Ballard
Sent: Friday, September 9, 2016 9:02:29 AM (UTC-05:00) Eastern Time (US & Canada)
To: info@angelsontrack.org
Cc: lawrence.kuhn@dot.gov; PucO webmaster; DOT ORDC Safety; robert@stonekap.com
Subject: Ohio Dangerous Crossing Report

This form identifies a dangerous railroad grade crossing. I have made such an identification because the crossing has one or more of the following characteristics, which are listed below.

Form submitted by Autumn Ballard (lutz42@yahoo.com) on Sep 9, 2016 at 9:02:28 AM

Form ID: 339235348216682369;
Sender internet address (IP): 216.68.236.9

<u>Question</u>	<u>Answer</u>
Admin Notes	edit
Latitude	39.281944
Longitude	-84.09151500000001
Location	<u>Map</u>
Crossing ID (DOT #)	151316B - Crossing Info: <u>PUCO</u> , <u>FRA</u> (guide)
Street	9854 Morrow Rossburg Road
City/Town	Pleasant Plain
County	Warren County
Railroad who owns the tracks	IORY
Visual Obstruction	
Humped Crossing	

Rough Track
Blocked Crossing
Missing Equipment
Short-Time Warning
Activation Failure
False Activation
Train Horn Not Blown

Missing Equipment

OTHER (explain)

No Train Horn Warning

There are absolutely no indications if there is a train coming. Trees are blocking the view!! There are NO flashing lights! There are NO arm bars to keep people fry flying through! There are two stop signs, one on each side of the tracks. People RARELY stop at these signs and this needs fixed before someone gets killed!! There is a youtube video-Morrow Rossburg railroad track.

More info

Take / attach a Picture
Date Reported
Your Name
Phone Number
E-Mail Address
Zip Code
Street Address
City/Town

IMG_20160909_071906905.jpg
09-09-2016 7:20 AM
Autumn Ballard
(513)-5087320
lutza42@yahoo.com
45107
404 E main st
blanchester

Resolution

Number 18-0117

Adopted Date January 30, 2018

RESCIND RESOLUTION #14-1606 AND APPROVE AND ENTER INTO CONTRACT WITH TYRONE BORGER FOR PUBLIC DEFENDER SERVICES WITHIN WARREN COUNTY COURT

WHEREAS, pursuant to Resolution #14-1606, this Board approved a contract with Tyrone Borger for public defender services within Warren County Court; and

WHEREAS, said contract is in need of being updated and the Assistant Prosecutor has made the needed revisions; and

NOW THEREFORE BE IT RESOLVED, to approve and enter into a contract with Tyrone Borger for public defender services within Warren County Court; said contract as attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: C/A— Borger, Tyrone
County Court (file)

Personal Services Contract – County Court Public Defender

This Personal Services Contract for County Court Public Defender (the “Agreement”) is entered into between the Warren County Board of Commissioners, hereinafter referred to as the “County,” and Tyrone P. Borger, whose professional office address is 62 Remick Road, Springboro, Ohio 45066, hereinafter referred to as the “Public Defender”.

RECITALS:

WHEREAS, the County requires the services of one or more Public Defenders in the Warren County Court; and

WHEREAS, Tyrone P. Borger, Attorney, meets the professional eligibility requirements and desires to provide the services as one of the Public Defenders of the Warren County Court, hereinafter referred to as “the Court.”

NOW, THEREFORE, for the mutual consideration recited herein, the parties agree to the following terms, conditions and obligations:

I. DUTIES OF THE PUBLIC DEFENDER:

The Public Defender will competently and professionally provide legal representation in cases where the Public Defender is appointed by the Court to represent indigent adults charged with loss of liberty offenses under state statutory law, as well as comply with the Ohio Rules of Professional Conduct; be present in Court during regularly scheduled public defender Court sessions and when requested with reasonable notice by a Warren County Court Judges, judicial designee, assignment commissioner or County Court Clerk; carry out all applicable orders of the Court; and be available for telephone consultation during non-business hours. The Public Defender will reasonably determine the method, details, and means of performing the services. The Public Defender shall be solely responsible for any expenses incurred in performance of his services under this Agreement, including without limitation supplying all of his own computer equipment, office supplies and any other materials, professional apparel, and transportation required to perform the services under this Agreement.

The Public Defender will promptly complete all necessary reports upon completion of each case, and cause the same to be promptly provided to the Court for forwarding to the Warren County Auditor in order that the County may secure the appropriate percentage reimbursement from the Ohio Public Defender Commission.

II. TERM:

This Agreement shall become effective on February 1, 2018, and shall remain in force and effect indefinitely, unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

The Public Defender will act in a nondiscriminatory manner, and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

IV. RELATIONSHIP OF PARTIES:

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The Public Defender expressly acknowledges and agrees that the services to be performed in accordance with this Agreement shall be as an independent contractor, and not as an employee of the Court or the County, which is a material condition of this Agreement. The Public Defender further acknowledges and agrees that with respect to any payments made to him hereunder that the Payroll and Accounting Department of the County Auditor's Office will issue a form *1099-MISC* to the Public Defender who will be solely responsible for his own income tax obligations including but not limited to being subject to Self-employment Tax, and the Payroll and Accounting Department of the County Auditor's Office shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for the Public Defender; (ii) withhold or make contributions to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. The Public Defender also acknowledges that as an independent contractor, he will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the Court or the County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

The Public Defender shall complete the form w-9 [Request for Taxpayer Identification Number and Certification] attached hereto and return the completed original of the form with this Agreement to the County.

The Public Defender shall also complete OPERS' form PEDACKN [Independent Contractor Acknowledgment] attached hereto and return the completed original of the form with this Agreement to the County. By execution of said OPERS form, the Public Defender acknowledges that the Court and County have informed him that the County has classified him as an independent contractor and not a public employee for the services to be performed hereunder, and that no contributions to OPERS will be made on his behalf for such services. In the event the Public Defender timely requests a determination by OPERS, or OPERS sua sponte determines that Public Defender is a public employee and subject to the mandates of the Ohio Public Employment Retirement System, the County may elect to terminate this Agreement at any time and whereupon all rights and obligations herein shall be held null and void.

V. GOVERNING LAW AND VENUE:

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 fully performed in the State of Ohio. The parties stipulate that venue for litigation over all matters arising out of this Agreement shall exclusively be in the Warren County Court of Common Pleas, and the parties further waive the right to have any litigation arising out of this Agreement initiated or removed to any other state or federal court.

VI. CONFLICT OF INTEREST:

The Public Defender and the County covenant that neither presently has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performances of services required under this Agreement. No members of, nor delegates to, the Congress of the United States of America, and no resident commissioner nor County official shall share in any part thereof or any benefits arising therefrom.

VII. INDEMNIFICATION:

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

VIII. PARTIES:

Whenever the term the "County" is used herein, this term shall include without exception the successors, assigns, and/or authorized representatives of the County. Whenever the term the Public Defender is used, this term shall be limited to the person identified as the Public Defender under this Agreement, and shall not include any agents, employees, representatives, successor or assigns, as this Agreement is not assignable.

IX. COMPLIANCE WITH LAWS AND REGULATIONS:

In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the applicable provisions, if any, of Public Defender services, including, but not limited to, Chapter 120 of the Ohio Revised Code.

X. COMPENSATION:

The Public Defender shall be compensated at the following rate for services rendered under this Agreement:

Twenty Two Thousand Eight Dollars (\$22,008) per year, payable in equal monthly installments during the term of this Agreement.

XI. INSURANCE:

The Public Defender shall carry professional liability and malpractice insurance providing single limit coverage, with no interruption of coverage during the entire term of this Agreement. The Public Defender further agrees that in the event his professional liability and malpractice policies are maintained on a "claims made" basis, and in the event that this Agreement is terminated, the Public Defender shall continue such policies in effect (or purchase a tail policy) for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Agreement. The policies of insurance referenced herein shall expressly provide thirty (30) days' notice of cancellation or non-renewal to the County, c/o Warren County Administrator, 406 Justice Drive, Lebanon, OH 45036. The Public Defender shall provide the County with certificates of insurance evidencing such insurance coverage and return such certificates with this Agreement to the County. Failure to produce or maintain valid certifications of insurance, or cancellation or non-renewal of insurance shall be grounds for automatic termination of this Agreement without delay.

XII. LICENSURE:

The Public Defender shall maintain in good standing his license to practice law in the State of Ohio and shall immediately report to the Court any involuntary suspension or termination of his license to practice law in this or any other state. Involuntary suspension or termination of the Public Defender's license in this or any other state shall be grounds for automatic termination of this Agreement without delay.

XIII. ENTIRE AGREEMENT:

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

XIV. MODIFICATION OR AMENDMENT:

No modification or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party or parties to be bound

thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

XV. CONSTRUCTION:

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

XVI. WAIVER:

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

XVII. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

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

XVIII. HEADINGS:

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

XIX. NOTICES:

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

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

TO: Name: Tyrone P. Borger
Address: 62 Remick Road
Address: Springboro Ohio 45066
Telephone: (937) 748-1004

XX. TERMINATION:

This Agreement may be terminated by either party with or without cause with forty-five (45) days' written notice to the other party. The forty-five (45) days shall begin on the day of mailing.

XXI. AVAILABILITY OF FUNDS:

The signatures of the County to this Agreement is certification that the funds required for this Agreement will be available as required herein, for each appropriation period through the end of the term of this Agreement.

XXII. EXECUTION:

IN EXECUTION WHEREOF, the parties hereto have executed this Agreement by on the dates shown below.

This Agreement is entered into by Resolution No. 18-0117 of the Warren County Board of Commissioners dated January 30, 2018.

COUNTY:

SIGNATURE: [Signature]

NAME: Tom Grossmann

TITLE: President

DATE: 1/30/18

Witness:

SIGNATURE: [Signature]

NAME: Melissa Conway

DATE: 1/23/18

PUBLIC DEFENDER:

SIGNATURE: [Signature]

NAME: Tyrone R. Burger

DATE: 1/23/18

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

[Signature]
By: BRUCE A. McGARY, Asst. Prosecutor

Resolution

Number 18-0118

Adopted Date January 30, 2018

ENTER INTO A BUSINESS ASSOCIATE AGREEMENT WITH HCC LIFE INSURANCE COMPANY FOR STOP LOSS COVERAGE RELATIVE TO THE WARREN COUNTY HEALTHCARE PLAN EFFECTIVE JANUARY 1, 2018

WHEREAS, pursuant to Resolution # 17-1941 adopted December 12, 2017, the Board of County Commissioners applied for and obtained excess loss insurance with HCC Life Insurance Company; and

WHEREAS, in order to administer the coverage a Business Associate Agreement (BAA) is needed between Warren County and HCC Life as set forth in HIPAA Standards; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board of Commissioners to enter into a Business Associate Agreement with HCC Life Insurance Company effective January 1, 2018; agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a – HCC Life Insurance Company
Horan & Associates
OMB Benefit File
Tammy Whitaker

BUSINESS ASSOCIATE AGREEMENT FORM

Part I - Preamble

- A. **Effective Date:** The effective date of this Business Associate Agreement ("Agreement") is 01/01/2018.
- B. **Parties:** The parties to this Agreement, **Warren County Board of Commissioners Employee Benefit Plan** ("Covered Entity"), and **HCC Life Insurance Company** ("HCC Life" and "Business Associate"), an Indiana corporation. HCC Life is a stop loss insurance carrier and all references in this agreement to "stop loss insurance carrier" refer to HCC Life. For purposes of this Agreement, HCC Life is a business associate (as defined in the HIPAA Rules as defined below) of Covered Entity. Covered Entity and Business Associate agree that there shall be no third party beneficiaries to this Agreement, including but not limited to individuals whose Protected Health Information (defined below) is created, received, used, and/or disclosed by Business Associate in its role as business associate.
- C. **Purpose:** The parties intend that this Agreement comply with the business associate agreement requirements set forth in HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, Subparts A and E, ("Privacy Standards"), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and C ("Security Standards"), and the HIPAA Breach Notification Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and D ("Breach Notification Rule"), as amended from time to time (collectively, the "HIPAA Rules").
- D. In connection with the Business Associate's creation, receipt, use, and/or disclosure of Protected Health Information, the parties agree as follows.

Part II - General Terminology

- A. The following terms shall have the same meaning in this Agreement as is set forth in the HIPAA Rules: breach, data aggregation, designated record set, individual, required by law, Secretary, security incident and unsecured protected health information. Protected Health Information ("PHI") shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.
- B. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the U.S. Department of Health and Human Services ("HHS") or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- C. Where there are provisions in this Agreement additional to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

Part III - Permitted Uses and Disclosures by Business Associate

- A. Except as otherwise provided in this Agreement, Business Associate may receive, use, disclose or maintain PHI on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the HIPAA Rules if done by Covered Entity: (1) those functions, activities, and/or services as are identified in the Stop Loss Policy between the Covered Entity and the Business Associate and/or (2) those functions, activities, and/or services provided by Business Associate in connection with application and underwriting processes.

- B. As part of its providing functions, activities, and/or services to Covered Entity as identified in Part III.A., Business Associate may disclose information, including PHI, to other business associates of Covered Entity and may use and disclose information, including PHI, received from other business associates of Covered Entity as if this information was received from, or originated with, Covered Entity.
- C. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
- D. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.
- E. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by the HIPAA Rules.
- H. Business Associate agrees that it will enter into a written agreement with all subcontractors of Business Associate that: (i) applies the same restrictions and conditions of this Agreement to the subcontractor's disclosure, receipt, maintenance, transmission or use of PHI; (ii) complies with the terms of the HIPAA Rules; (iii) requires the subcontractor to notify Business Associate, who shall in turn promptly notify Covered Entity, of any security incident, breach of other impermissible use of disclosure of PHI that the subcontractor becomes aware-of; and (iv) notifies such subcontractors that they will incur liability under the HIPAA Rules for non-compliance with such provisions.
- I. If Business Associate becomes aware of any use or disclosure of PHI that is not provided for in this Agreement, Business Associate will report that use or disclosure to Covered Entity as soon as reasonably possible. If Business Associate becomes aware of any security incident concerning electronic PHI, Business Associate will report that incident to Covered Entity as soon as reasonably possible.
- J. Business Associate agrees, at the written request of Covered Entity, to provide access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate may require Covered Entity to pay certain fees, as delineated in 45 C.F.R. § 164.524(c)(4), for it to provide copies or summaries of PHI.
- K. Upon receiving written notification from Covered Entity that it has directed or agreed, pursuant to 45 C.F.R. § 164.526, to amend PHI, Business Associate agrees to make PHI available for amendment and incorporate any such amendments to PHI as directed by Covered Entity.

- L. In accordance with 45 C.F.R. § 164.528, Business Associate will retain and make available to Covered Entity, upon written request, the information required by Covered Entity to provide an accounting of disclosures, if so requested by an individual.
- M. For the purpose of the Secretary determining Covered Entity's compliance with the HIPAA Rules, Business Associate shall make available to the Secretary the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Business Associate by virtue of this provision of the Agreement.
- N. Business Associate agrees to, as soon as practicable, but in no case later than 30 calendar days after the discovery of a breach of unsecured protected health information, notify Covered Entity of such breach. A breach shall be treated as discovered as of the first day on which such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer or agent of Business Associate. The notification shall include, to the extent possible, the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the breach. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in the notification to the individual under 45 C.F.R. § 164.404(c) of the HIPAA Rules.
- O. Business Associate agrees to take commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI.
- P. Except as provided for by the stop loss policy, Business Associate will not directly or indirectly receive remuneration in exchange for any PHI of an individual.

Part IV - Obligations of Covered Entity

- A. Upon request, Covered Entity shall provide, in a timely manner, Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520, as well as any changes to such Notice.
- B. Covered Entity shall provide Business Associate with any changes in, or revocation of, permissions by the Covered Entity or any individual to use or disclose PHI if such changes, revocations or permissions affect Business Associate's permitted or required uses and disclosures.
- C. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for Business Associate's management and administrative activities and data aggregation, Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.


Part V - Termination Provisions

- A. This Agreement shall continue until it is terminated by any of the parties or if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier, the Stop Loss Policy expires without renewal. Any party to this Agreement may terminate this Agreement without the necessity of showing cause by the delivery of a written notice from the terminating party to the other parties. However, if a Stop Loss Policy exists between the Covered Entity and the stop loss insurance carrier,

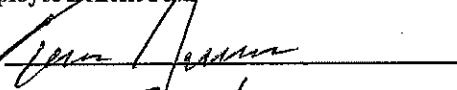
then the termination of this Agreement shall not be effective until either (1) all claims under the Stop Loss Policy are received and processed by Business Associate or (2) the time period delineated in the Stop Loss Policy for claims to be submitted to Business Associate and processed by Business Associate upon the Policy's termination, has expired, whichever event occurs first. If no Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier then the termination is effective ten (10) business days from the date that the party receives such notice. Notwithstanding any other provision of this Agreement, Covered Entity will not withhold PHI from Business Associate so as to prevent Business Associate from using its usual and routine claims processing procedures to process claims under this section.

- B. If Covered Entity determines that Business Associate has violated a material term of this Agreement then Covered Entity shall inform Business Associate in writing of the violation and Business Associate shall either terminate this Agreement under paragraph Part V.A. or endeavor to cure such violation. If Business Associate endeavors to cure the violation but fails to do so in a reasonable period of time, Covered Entity may terminate this Agreement upon written notice. Such termination shall be effective on the date that Business Associate receives the termination notice from Covered Entity which states that Covered Entity wishes to terminate this Agreement under this provision and states the material term of this Agreement that Covered Entity believes has been violated by Business Associate; however, any amounts due from Covered Entity to Business Associate as of the effective date of the termination continue to be so due.
- C. Subject to the Part V.A. above, if a Stop Loss Policy exists between Covered Entity and the stop loss insurance carrier and such Stop Loss Policy is terminated or expires, this Agreement shall be deemed to have terminated at the same moment the Stop Loss Policy's termination or expiration became effective. Similarly, and subject to Part V.A. above, if this Agreement is terminated by any party, all other agreements then existing between Business Associate and Covered Entity, unless otherwise agreed to in writing by Business Associate and Covered Entity, are also deemed to have been terminated at the same moment this Agreement's termination became effective. However, in either case, any amounts due from Covered Entity to Business Associate under any such agreements as of the effective date of termination continue to be due.
- D. Upon the termination of this Agreement, Business Associate will, if feasible, return to Covered Entity all PHI or, at its discretion, in the alternative, Business Associate will destroy all PHI. If such return or destruction is not feasible, Business Associate will continue to extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

HCC Life Insurance Company


By: 
Printed Name: Brad Long
Title: VP Compliance

Warren County Board of Commissioners
Employee Benefit Plan

By: 
Printed Name: Tom Grossmann
Title: President

Revised 06/13

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 18-0119

Adopted Date January 30, 2018

ACCEPT THE DRUG AND ALCOHOL TESTING POLICY UPDATE OF UNIVERSAL TRANSPORTATION SYSTEMS, LLC AS OPERATORS OF THE WARREN COUNTY TRANSIT SERVICE

WHEREAS, the Federal Transit Administration (FTA) requires that each transit system receiving FTA funds adopt a drug and alcohol testing policy in accordance with 49 CFR Part 655, as amended, and 49 CFR Part 40, as amended; and

WHEREAS, the Ohio Department of Transportation (ODOT) requires pre-employment alcohol testing; and

WHEREAS, Universal Transportation Systems, LLC., the current service provider for the Warren County Transit Service, has submitted an update to their company's drug and alcohol testing policy; and

NOW THEREFORE IT RESOLVED, to accept the Drug and Alcohol Testing Policy Update of Universal Transportation Systems, LLC as operators of the Warren County Transit Service; as attached hereto and made a part hereof,

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: Transit (file)
Policy file
ODOT

D.O.T. Zero Tolerance Drug and Alcohol Workplace

Policy Statement

Universal Transportation Systems, LLC dba UTS has a zero tolerance for drugs and alcohol use. We have established guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

We abide by our D.O.T. mandates for all our D.O.T. and non-D.O.T. positions although we use different custody and control forms for each.

In the event that an employee fails a random drug and alcohol test (tests positive for drugs or alcohol), a list of substance abuse professionals and treatment centers will be given to the employee and documented in his personnel file at the termination meeting in Human Resources.

To review the mandated policies from D.O.T., please visit the Transit Offices or Human Resource Department.

Zero Tolerance Drug and Alcohol Testing Policy

Adopted as of December 21, 2010

Purpose

Universal Transportation Systems, LLC dba UTS provides public transit and paratransit services for the residents of *Butler, Clermont, Clinton, Franklin, Hamilton, Montgomery, Preble, Sandusky, Summit, Warren, Greene, Clark, Highland, Fayette, Brown, Adams, Ross, Pickaway, Hocking Counties*. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, Universal Transportation Systems, LLC dba UTS declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

Any provisions set forth in this policy that are included under the sole authority of Universal Transportation Systems, LLC dba UTS and are not provided under the authority of the above named Federal regulations are underlined.

Applicability

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full- or part-time) when performing safety sensitive duties Universal Transportation Systems, LLC dba UTS employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of Universal Transportation Systems, LLC dba UTS. A safety-sensitive function is operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any employee who operates a non-revenue service vehicle when the operation of such vehicle requires a Commercial Driver's License (CDL) . Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive renumeration for service in excess of actual expense.

Definitions

See Appendix C for applicable definitions.

Education and Training

Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Prohibited Substances

Prohibited substances addressed by this policy include the following.

Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the

medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds remains unacceptable for any safety-sensitive employee subject to drug testing under the Department of Transportation's drug testing regulations to use marijuana.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Illegal use of these six drugs is prohibited at all times and thus, covered employees may be randomly tested for these drugs anytime that they are on duty.

Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be

reported to a Universal Transportation Systems, LLC dba UTS supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under Universal Transportation Systems, LLC dba UTS authority, an alcohol test can be performed any time a covered employee is on duty.

Prohibited Conduct

All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.

Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.

UTS management shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol

Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed. Although an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is greater.

No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

Universal Transportation Systems, LLC dba UTS, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

Consistent with the Drug-free Workplace Act of 1988, all Universal Transportation Systems, LLC dba UTS employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

Drug Statute Conviction

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify Universal Transportation Systems, LLC dba UTS management of any criminal drug statute conviction for a violation within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

Testing Requirements

Analytical urine drug testing and breathe testing for alcohol will be conducted as required by 49CFR part 40 as amended. All covered employees shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up.

A drug test may only be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test may be performed just before, during, or after the performance of a safety-sensitive job function. Under Universal Transportation Systems, LLC dba UTS authority and on non-DOT testing form, an alcohol test can be performed any time a covered employee is on duty.

All covered employees will be subject to DOT urine drug testing and breath alcohol testing as a condition of ongoing employment with Universal Transportation Systems, LLC dba UTS. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

Drug Testing Procedures

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS).

All DOT testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the

specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

Non-covered employees will be tested under the sole authority of Universal Transportation Systems, LLC dba UTS and on non-DOT testing forms.

The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the Universal Transportation Systems, LLC dba UTS Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative to the DAPM and no further action will be taken.

If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested.

The split sample test must be conducted at a second HHS-certified laboratory other than the laboratory that analyzed the primary specimen. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended for DOT test. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond

the control of the employee. Universal Transportation Systems, LLC dba UTS will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however Universal Transportation Systems, LLC dba UTS may seek reimbursement for the split sample test from the employee to the full extent permitted.

If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct Universal Transportation Systems, LLC dba UTS to retest the employee under direct observation.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the Medical Review Officer. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year.

Observed collections

Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to Universal Transportation Systems, LLC dba UTS that there was not an adequate medical explanation for the result;

The MRO reports to Universal Transportation Systems, LLC dba UTS that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;

The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).

The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;

The temperature on the original specimen was out of range;

Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.

All follow-up-tests; or

All return-to-duty tests

The above observed collection procedures apply to non-DOT employees under the sole authority Universal Transportation Systems LLC dba UTS.

Alcohol Testing Procedures

DOT tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner

as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

Universal Transportation Systems, LLC dba UTS affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

Alcohol testing for non-DOT employees will be conducted as described above under Universal Transportation Systems LLC dba UTS authority on non-DOT testing forms.

Pre-Employment Testing

All applicants applying for non-covered driving positions shall undergo urine and alcohol drug testing as specified below but under the authority of Universal Transportation Systems LLC dba UTS.

All applicants for covered UTS driving positions shall undergo DOT urine and alcohol drug testing prior to performance of a safety-sensitive function.

All offers of employment for covered positions shall be extended conditional upon the applicant passing a DOT drug and alcohol test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a DOT drug and alcohol test with verified negative results.

A non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a DOT drug and alcohol test with verified negative results.

If an applicant fails a DOT pre-employment drug and alcohol test, the conditional offer of employment shall be rescinded. Failure of a DOT pre-employment drug and alcohol test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

When an employee being placed, transferred, or promoted from a non-covered position to a covered position submits a DOT drug and alcohol test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.

If a pre-employment/pre-transfer test is canceled, Universal Transportation Systems, LLC dba UTS will require the applicant to take and pass another DOT pre-employment drug and alcohol test.

In instances where a covered employee is on extended leave for a period of 90 consecutive days or more regardless of reason, and is not in the random testing pool the employee will be required to take a DOT pre-employment drug and alcohol test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.

Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

Applicants are required to report previous DOT covered employer drug and alcohol test results—Failure to do so will result in the employment offer being rescinded. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant

must provide Universal Transportation Systems, LLC dba UTS proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

Reasonable Suspicion Testing

All Universal Transportation Systems, LLC dba UTS covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under Universal Transportation Systems, LLC dba UTS's authority, a reasonable suspicion alcohol test on non-DOT testing form may be performed any time the covered employee is on duty. A reasonable suspicion drug test may only be performed any time the covered employee is on duty.

Universal Transportation Systems, LLC dba UTS shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as policy or the associated consequences as specified in Section Q of this policy.

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to Universal Transportation Systems, LLC dba UTS.

When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred to a counseling professional for an assessment. Universal Transportation Systems, LLC dba UTS shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of Universal

Transportation Systems, LLC dba UTS. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section O.

Post-Accident Testing

All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a UTS operated vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident.

In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operators performance can be completely discounted as a contributing factor to the accident.

As soon as practicable following an accident, as defined in this policy, the Safety Director or designee investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The Safety Director or designee will make the determination using the best information available at the time of the decision.

Post-accident testing for "accidents" that do not meet the definition of an accident under Part 655 will be done under sole authority of Universal Transportation Systems LLC dba UTS and must be reported on non-DOT custody and control forms and alcohol testing forms.

The appropriate Safety Director or designee shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Safety Director or designee will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that Universal Transportation Systems, LLC dba UTS is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency),

Universal Transportation Systems, LLC dba UTS may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement

officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

All non-covered employees will be subject to the above practice however conducted under the sole authority of Universal Transportation Systems LLC dba UTS on non-DOT custody and control forms and alcohol testing forms.

Random Testing

All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.

The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.

The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.

Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

Covered safety-sensitive employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of employees that are

included solely under Universal Transportation Systems, LLC dba UTS authority.

Random tests may only be conducted at any time during an employee's shift for drug testing. Alcohol random tests may be performed just before, during, or just after the performance of a safety sensitive duty. However, under Universal Transportation Systems, LLC dba UTS's authority, a random alcohol test may be performed any time the covered employee is on duty. Testing on non-DOT testing form can occur during the beginning, middle, or end of an employee's shift .

Employees are required to proceed immediately to the collection site upon notification of their random selection.

Return-To-Duty Testing

Universal Transportation Systems, LLC dba UTS will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of UTS, the employee must have completed the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a DOT drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a DOT Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a DOT

Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

Follow-Up Testing

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced DOT drug and/or alcohol testing following their return-to-duty test. The DOT follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

Result of Drug/Alcohol Test

Any covered employee that has a verified positive drug or alcohol test will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.

Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

A positive drug and/or alcohol test will also result in disciplinary action as specified herein.

After receiving notice of a verified positive drug test result, a confirmed alcohol test result, or a test refusal, the Universal Transportation Systems, LLC dba UTS Drug and Alcohol Program Manager will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.

The covered employee shall be referred to a Substance Abuse Professional and will be terminated.

Refusal to submit to a drug/alcohol test shall be considered a positive test result and shall result in termination. A test refusal includes the following circumstances:

- A covered employee who leaves the scene of an accident without a legitimate explanation prior to submission to drug/alcohol tests.
- A covered employee who provides an insufficient volume of urine specimen or breath sample without a valid medical explanation. The medical evaluation shall take place within 5 days of the initial test attempt
- A verbal or written declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test within the specified time frame.
- A covered employee whose urine sample has been verified by the MRO as substitute or adulterated.
- A covered employee fails to appear for any test within a reasonable time, as determined by the employer, after being directed to do so by the employer
- A covered employee fails to remain at the testing site until the testing process is complete;

- A covered employee fails to provide an adequate amount for urine specimen for any drug test or an adequate amount of breath for an alcohol test required by Part 40 or DOT agency regulations;
- A covered employee fails to permit the observation or monitoring of a specimen collection
- A covered employee fails or declines to take a second test the employer or collector has directed you to take;
- A covered employee fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- A covered employee fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
- Failure to sign Step 2 of the Alcohol Testing form
- Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Admit to the collector or MRO that you adulterated or substituted the specimen.

An alcohol test result of 0.02 to 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder of the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC. If the employee has an alcohol test result of 0.02 to 0.039 two or more times within a six month period, the employee will be removed from duty and referred to the SAP for assessment and treatment consistent with Section Q of this policy.

In the instance of a self-referral or a management referral, disciplinary action against the employee shall include, at minimum:

Mandatory referral to a Substance Abuse Professional for assessment, formulation of a treatment plan, and execution of a return to work agreement for safety sensitive employees;

Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from Universal Transportation Systems, LLC dba UTS employment.

Compliance with the return-to-work agreement means that the employee has submitted to a DOT drug/alcohol test immediately prior to returning

to work; the result of that test is negative; in the judgment of the SAP the employee is cooperating with his/her SAP recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as defined in Section P of this policy.

Refusal to submit to a periodic unannounced follow-up DOT drug/alcohol test shall be considered a direct act of insubordination and shall result in termination.

A self-referral or management referral to the SAP that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.

Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.

A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with Universal Transportation Systems, LLC dba UTS.

A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.

Failure of an employee to report within five days a criminal drug statute conviction shall result in termination.

Grievance and Appeal

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

Proper Application of The Policy

Universal Transportation Systems, LLC dba UTS is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

Information Disclosure

Drug/alcohol testing records shall be maintained by the Universal Transportation Systems, LLC dba UTS Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP referrals and follow-up testing plans.

Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

Records will be released to a subsequent employer only upon receipt of a written request from the employee.

Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding. The information

to only be released with binding stipulation from the decision maker will make it available only to parties in the proceeding.

Records will be released to the National Transportation Safety Board during an accident investigation.

Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and Issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

Records will be released if requested by a Federal, state or local safety agency with regulatory authority over Universal Transportation Systems, LLC dba UTS or the employee.

If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

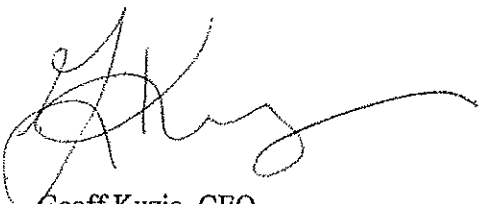
In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

Drug and Alcohol Policy Updates

This policy was adopted by Universal Transportations Systems LLC dba UTS on December 21, 2010

Version Number	Dated Updated	Date Reviewed	Date Approved
1.	1/28/10	12/17/10	12/21/10
2.	8/30/17	8/30/17	8/30/17

Applicable Signatures



Geoff Kuzio, CEO

Attachment A: Safety – Sensitive Positions

Universal Transportation Systems LLC dba UTS

Safety Sensitive Positions and Testing Authority

<u>Testing Authority Functions</u>	<u>Test Types Board Class Title</u>	<u>Safety Sensitive</u>
DOT	Post-Accident Drug and/or Alcohol, Pre-Employment Drug and/or Alcohol, Random Drug and/or Alcohol, Reasonable Suspicion	Revenue Operation (whether or not in revenue service)
DOT	Post-Accident Drug and/or Alcohol, Pre-Employment Drug and/or Alcohol, Random Drug and/or Alcohol, Reasonable Suspicion	Revenue Vehicle Control and Dispatch/Scheduler
DOT	Post –Accident Drug and/or Alcohol, Pre-Employment Drug and/or Alcohol, Random Drug and/or Alcohol, Reasonable Suspicion	Revenue Vehicle Equipment Maintenance and Repair

Attachment B: Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Universal Transportation Systems, LLC dba UTS

Drug and Alcohol Program Manager

Name: Sue Burns
Title: Drug & Alcohol Program Manager
Address: 5284 Winton Road, Fairfield, Ohio 45014
Telephone Number: 1-800-339-0323

Medical Review Officer

Name: Roderick MacGregor, MD Excel Corporate Care
Title: Physician
Address: 4220 Grand Ave, Middletown, OH 45044

Telephone Number: 513-420-4700

HHS Certified Laboratory Primary Specimen

Name: Clinical Reference Laboratory

Address: 8433 Quivira Rd Lenexa, KS 66215

Telephone Number: 800-445-6917

HHS Certified Laboratory Split Specimen

Name: Clinical Reference Laboratory

Address: 8433 Quivira Rd Lenexa, KS 66215

Attachment C: Definitions

Accident: An occurrence associated with the operation of a revenue service vehicle even when not in revenue service, if as a result:

An individual dies;

An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,

One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as measured by an evidential breath testing device.

Aliquot: A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

Canceled Test: A drug test that has been declared invalid by a Medical Review Officer. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees), and other employees, applicants, or transferee that will not perform a safety-sensitive function but falls under the policy of the company's own authority.

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Department of Transportation (DOT): Department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Research and Special Programs, and the Office of the Secretary of Transportation.

Dilute specimen: A urine specimen with creatine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service or that require a CDL to operate. Include all ancillary vehicles used in support of the transit system.

Safety-sensitive functions: Employee duties identified as:

The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.

The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).

Maintaining a revenue service vehicle or equipment used in revenue service.

Controlling the movement of a revenue service vehicle and

Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders, or licensed marriage and family counselors if SAP qualified.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

- Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- Fails to remain at the testing site until the testing process is complete
- Fails to provide an adequate amount of urine for drug testing or breath for alcohol testing required by Part 40 or DOT agency regulations
- In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- Fails or declines to take a second test the employer or collector has directed you to take
- Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- If the MRO reports that there is verified adulterated or substituted test result
- Failure or refusal to sign Step 2 of the alcohol testing form
- Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- Admit to the collector or MRO that you adulterated or substituted the specimen.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted

Resolution

Number 18-0120

Adopted Date January 30, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN THE OHIO ENVIRONMENTAL PROTECTION AGENCY SCRAP TIRE REMOVAL CERTIFICATIONS AND CONSENT FORM

WHEREAS, The Ohio Environmental Protection Agency has agreed to fund the removal of the scrap tires collected from the Warren County Litter Program that are currently located at the Engineer's Office on Markey Road;

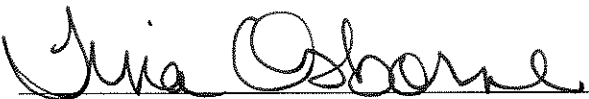
BE IT RESOLVED, to approve and authorize the President of the Board of County Commissioners to sign the attached consent form.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: c/a – Ohio EPA
Solid Waste District (file)



Instructions for Scrap Tire Removal and Cleanup for Counties and Local Governments

Division of Materials and Waste Management

During the 1993 creation of the Ohio Scrap Tire Laws, the Ohio General Assembly included Ohio Revised Code (ORC) 3734.85(E) in the statute that allows for state-funded cleanups without subsequent cost recovery of small tire piles (fewer than 2,000 tires) provided that six specific conditions are met (below). In 2012, the Ohio General Assembly increased the maximum number of eligible tires under this statute from 2,000 to 5,000 tires per site.

Scrap Tire Consent and Program Eligibility

This instruction sheet applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities for removal of illegally dumped scrap tires on public property or right of ways.

The Scrap Tire Consent Form is to be used for scrap tire sites having **no less than 100 tires and no more than 5,000 tires**. The scrap tires may be any size and may be un-mounted or on rims. Tires collected during tire amnesty collection events are **not** eligible for pick-up and disposal under this program.

Submission Instructions/Checklist

Please provide **1) Consent Form, 2) Deed, and 3) Photos and Map** to Ohio EPA. **Incomplete application packages will not be considered.**

- 1) Consent Form**
 - a. Provide parcel information in Section 1, line 1 and a complete address of tire location.
 - b. Provide signature of authorized agent or property owner listed on deed.
- 2) Recorded Deed** (attachment)
Attach a copy of the recorded parcel deed which provides a complete legal description of the parcel in Section 1, line 1. (Documents are available at the county auditor's office.)
- 3) Photos/Map** (attachment)
Attach site photo(s) and a map showing an X where the scrap tires are located **and include property boundaries.**

Send the completed consent form with attachments to:

Ohio EPA DMWM/Scrap Tire Unit
Lazarus Government Center
P.O. Box 1049
Columbus, Ohio 43216-1049

For questions or assistance, contact the Division of Materials and Waste Management at (877) 372-2621.



**Scrap Tire Removal Certifications and Consent Form
for Counties and Local Governments**
Division of Materials and Waste Management

This Scrap Tire Removal Certification and Consent form applies to Ohio counties, municipal corporations, townships, villages and solid waste management districts or other governmental authorities applying for removal of illegally dumped scrap tires on public property or right of ways pursuant to Ohio Revised Code (ORC) 3734.85(E).

Section 1: Scrap Tire Temporary Storage Location

This section of this form **applies to the current, temporary storage location of the scrap tires.** The temporary storage location is the location where the state contractors will enter to remove scrap tires. Please attach a copy of the property deed to this form.

- 1) The undersigned represents the owner of a parcel of real estate located in Warren Ohio,
County
 whose legal description is recorded in 5206, Pg 832 of the Warren County deeds as attached.
Volume, Page County Recorded
- a) Address: 105 Markey Rd
 City: Lebanon Zip Code: 45036 -

If applicable, other directions to better describe location of scrap tire location (for example: the site is 500 yards north of 14 Spring Street or at the SE corner of Elm and Oak):

- b) Insert the approximate number of scrap tires to be removed: 200

NOTE: The items below apply to the signatory of this form. By signing, the signatory verifies that they understand and agree to the following.

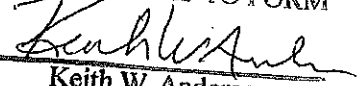
- 2) The undersigned hereby authorizes and consents to the entry upon the above-described real estate by officers, employees, authorized representatives, or contractors of the State of Ohio, upon showing proper identification, for such actions as are necessary to remove scrap tires and other associated solid wastes, if any, from the above-described real estate.
- 3) The undersigned hereby certifies that there are 5,000 or less scrap tires located on the above-described real estate. *ORC 3734.85(E)*
- 4) The undersigned hereby agrees to waive any claims which may arise against the State of Ohio or their officers, employees, authorized representatives, or contractors in the course of performing the actions described above. ~~The undersigned hereby also agrees to hold harmless the State of Ohio, or any officers, employees, authorized representatives, or contractors utilized by the Ohio Environmental Protection Agency to affect the removal, for any damage to property incurred during the course of action under this Scrap Tire Removal Certifications and Consent Form, except to gross negligence or intentional misconduct.~~
- 5) The undersigned agrees to provide any assistance requested by the Ohio Environmental Protection Agency or their officers, employees, authorized representatives, or contractors of the Ohio Environmental Protection Agency in locating scrap tires on the above-described real estate or making arrangements to facilitate their removal.

- 6) This consent is granted so that the State of Ohio can undertake the removal of up to 5,000 scrap tires and other solid wastes at the above-described real estate at no cost to the undersigned and without a lien attached to the property pursuant to ORC 3734.85.
- 7) The undersigned certifies that the information provided in this request is truthful and in compliance with Ohio Revised Code § 2921.13.

Section 2: Scrap Tire Collection Area(s)

This section of this form **applies to property area(s) where scrap tires** (located at above-described real estate), **were picked up** by road crews and/or volunteers, etc., from public property, roadways, rights-of-way or during river clean-up sweeps.

- 1) The undersigned hereby certifies as a representative of the owner of the property that the scrap tires temporarily stored at the above described real estate, were picked up from public property, roadways, rights-of-way, or during river sweeps.
- 2) The undersigned hereby certifies as a representative of the owner of the property that the tires were placed on the property after the owner acquired title to the property.
- ~~3) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not have knowledge that the tires were being placed on the property, or the owner posted on the property signs prohibiting dumping, or took other action to prevent the placing of tires on the property. ORC 3734.85(E)(2)~~
- ~~4) The undersigned hereby certifies that as a representative of the owner of the property, the owner did not participate in or consent to the placement of tires on the property. ORC 3734.85(E)(3)~~
- 5) The undersigned hereby certifies that as a representative of the owner of the property, the owner received no financial benefit from placing of the tires on the property or otherwise having the tires on the property. ORC 3734.85(E)(4)
- 6) The undersigned hereby certifies that as a representative of the owner of the property, the title to the property was not transferred to the owner for the purpose of evading liability under ORC 3734.85(A). ORC 3734.85(E)(5)
- 7) The undersigned hereby certifies that as a representative of the owner of the property, the person responsible for the placing the tires on the property, in doing so, was not acting as an agent for the owner of the property. ORC 3734.85(E)(6)
- 8) The undersigned, as a representative of the owner of the property, hereby relinquishes any claim of an ownership interest in any scrap tires or solid waste that are removed or in any proceeds from their sale.
- 9) The undersigned, as a representative of the owner of the property, agrees that this consent shall remain in effect for a period of 2 (two) years. During this two-year period, all scrap tire removal requests will include the 1) date and address of tire site, 2) tire count for each area and Secondary Identification Number assigned by Ohio EPA for subsequent scrap tire removal.

APPROVED AS TO FORM

 Keith W. Anderson
 Asst. Prosecuting Attorney

Printed Name(s): _____

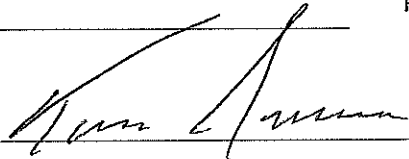
Mailing Address: 406 Justice Drive

City: Lebanon State: OH Zip Code: 45036

Phone: 513-695-1210 Email: masosu@co.warren.oh.us

Project Point of Contact: Susanne Mason Phone: 513-695-1210

Date: 1/30/18

Signature of Authorized Agent of Property Owner: 

Jacob Sellers Wife & Commissioners of Warren County,

This Indenture between Jacob Sellers and Julia Ann Sellers his wife of the County of Warren and State of Ohio parties of the first part and John Bone, Lewis L. Anderson & Joel Evans Commissioners of Warren County Ohio and as such Commissioners parties of the second part witnesses, that the said parties of the first part for & in consideration of the sum of Eight thousand one hundred & sixty two dollars in hand paid by the said parties of the second part the receipt of which is hereby acknowledged, have granted, Bargained, & sold & by these presents do Grant, Bargain & convey unto the said parties of the second part as such Commissioners as aforesaid their Successors in office and assigns forever, in Trust for the use and benefit of a certain Assylum for poor White children who have lost one or both of their Parents, Provided for by the last Will of Henry Ann Klingling Late of the County of Warren deceased and of a "Childrens Home" attached thereto by the Commissioners of said County of Warren under & in conformity to the act of the Legislature of the State of Ohio passed on the 11th day of February A. D. 1869 the lands and premises situate & being in the County of Warren & described as follows ss. A certain parcel of land containing fifty three acres lying in Section No. Twelve (12) in Town four (4) & Range No. three (3) N. W. S. & in Miami Township bounded as follows ss. Beginning one hundred & twenty poles (120) West of the South East corner of said Section Twelve (12) thence N. 111 poles South & 1/2 in John Knitchs corner thence North at right angles a sufficient distance to include the said fifty three (53) acres aforesaid, thence East one hundred and eleven (111) poles, thence South to the place of beginning containing fifty three (53) acres as aforesaid." It is covenanted & warranted with this indenture unto the said John Bone, Lewis L. Anderson and Joel Evans Commissioners as aforesaid & as such Commissioners their Successors and assigns forever in Trust as aforesaid and in conformity with order & decree of the Court of Common Pleas in & for the County of Warren & State of Ohio, in the case of Robert Doake Et al, Executors of the last Will of the said Henry Ann Klingling and vs. The Humanitarian Protestant Christian Society of Cincinnati Ohio Et al in said case being No. 4572 and for the use and benefit of the said Assylum provided for by said last Will with the said childrens Home the said covenants & warranties herein contained and as herein and will & act are construed by the said Court of Court and the said parties of the first part for themselves their heirs Executors and Administrators do hereby Covenant with the said parties of the second part their Successors & assigns as such Trustees as aforesaid that they are lawfully seized of said premises in fee simple and have good right to sell & convey said premises as aforesaid that the same are free from all incumbrance, and that they warrant and assigns forever against the claim of all persons whomsoever, In Testimony whereof, the said Jacob Sellers and Julia Ann Sellers his wife who hereby relinquishes all her right and expectancy of dower in said premises have hereunto set their hands and seals this 15th day February A. D. 1873.

In presence of
Blanche L. Thompson
Wm. L. Thompson

Received for record
Feb. 15th 1873
Received for 26
1873
Mrs. A. Blake
R.M.S.

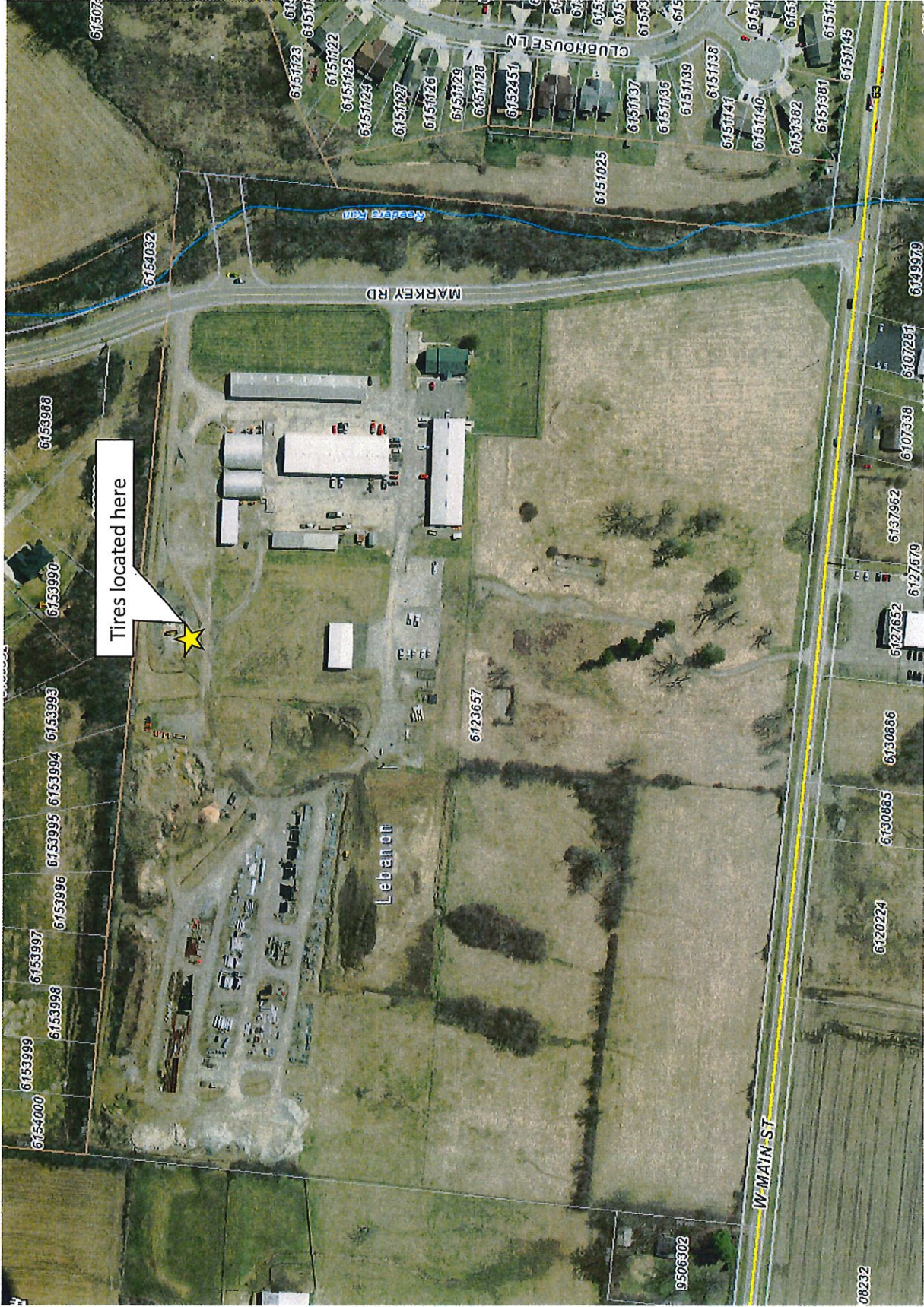
Jacob M. Sellers
Julia A. Sellers

The State of Ohio, Warren County, ss.

Do it Remembered, that on this 15th day of February A. D. 1873 personally came before me the undersigned a Notary Public in & for said County Jacob Sellers & Julia Ann Sellers his wife in view of the foregoing deed of conveyance & acknowledged the same to be their voluntary act & deed for the uses & purposes therein expressed, and the said Julia Ann being examined by me separate and apart from her said husband and the contents of said deed being made known & explained to her, she did then & there acknowledge that she did voluntarily of her own free will & accord and without any fear coercion or



Warren County Engineer's Office, 105 Markey Rd, Lebanon, OH 45036



Tires Collected for January 2018 Request

6/19/2017	Caesar Creek & Waynesville	1	Turtlecreek
6/19/2017	St Rt 42	2	Turtlecreek
6/27/2017	Gustin Rider Morrow Roseburg	8	Turtlecreek
6/30/2017	Lower Springboro	2	Clearcreek
7/5/2017	Caesars Creek	1	Clearcreek
7/12/2017	Middletown Neal Rd	1	Franklin
7/20/2017	Over Pass	2	Wash
8-08-017	Morrow Woodville Rd	34	Franklin
8/15/2017	ST Rt 22	5	Salem
8/16/2017	St Rt 22	6	Salem
8/18/2017	Columbia Rd Wilmington Rd	1	Salem
8/22/2017	Oregonia Rd	1	Massie
8/23/2017	Union Rd	5	Franklin
9/14/2017	Pleasant Renner / Kirlby Rd	6	Dearfield
10/10/2017	I 71 Ramps 2 Dumps	4	Turtlecreek
10/13/2017	Paint M 25 Warren County parks	2	Union
10/16/2017	Springboro Rd	2	Clearcreek
10/18/2017	Markey Rd & Paint to M 25	1	Salem
10/19/2017	St Rt 350 & Clarksville Rd	1	Washington
10/24/2017	Harlan Twp	14	Harlan
10/27/2017	Paint to M25	4	Union
11/6/2017	Paint to M25 & Butterworth Rd	6	Salem
11/13/2017	Weidner Mclean & Dearth Rds	2	Franklin
12/11/2017	Took Paint To Cinn	1	Salem
12/12/2017	Worked On Paint	1	Franklin
12/15/2017	Morrow Rossburg Rd	1	Harlan
12/18/2017	Brewer Rd Township Rd	1	Harlan
12/19/2017	Clearcreek Township	4	Clearcreek
12/21/2017	New Burington L Springboro	2	Wayne

Resolution

Number 18-0121

Adopted Date January 30, 2018

APPROVE AND ENTER INTO ADOPTION ASSISTANCE AGREEMENTS WITH [REDACTED]
[REDACTED] ON BEHALF OF OHIO DEPARTMENT OF JOB AND FAMILY
SERVICES CHILDREN SERVICES DIVISION

BE IT RESOLVED, to approve and enter into Adoption Assistance Agreements with [REDACTED]
[REDACTED] on behalf of Ohio Department of Job & Family Services Children Services
Division. Copy of agreements attached hereto and made a part hereof.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: [REDACTED]

Children Services (file)

Resolution

Number 18-0122

Adopted Date January 30, 2018

APPROVE A SUBSIDY GRANT AGREEMENT ADDENDUM TO THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION MODIFYING THE FY2018 COMMUNITY-BASED CORRECTIONS PROGRAM 408 SUBSIDY GRANT AGREEMENT ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

WHEREAS, on behalf of the Warren County Common Pleas Court, Resolution 17-1094 approved a subsidy grant agreement with the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for the Community-Based Corrections Program Subsidy 408 Grant Funding; and

WHEREAS, this addendum modifies the Fiscal Year 2018 Community Based Correction Program 408 Subsidy Grant Agreement; and

WHEREAS, said modification award shall decrease the original grant award by \$75,476.00;

NOW THEREFORE BE IT RESOLVED, to approve said addendum, as attached hereto and made a part hereof, to the Ohio Department of Rehabilitation and Correction 408 Subsidy Grant Agreement for funding resulting in a decrease of \$75,476 for a total amount of \$102,620 for Fiscal Year 2018 (July 1, 2017 to June 30, 2019); and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Rehabilitation and Correction the Warren County Board of Commissioners has no further obligation to fund this project.

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


Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

vsp\

cc: c/a – ODRC
ODRC
OGA (file)

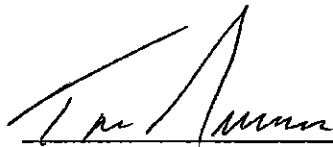
Community Corrections (file)
Auditor

**ADDENDUM TO
COMMUNITY-BASED CORRECTIONS PROGRAM
408 SUBSIDY GRANT AGREEMENT**

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Warren County. It modifies the fiscal year 2018 Community-Based Corrections Program 408 subsidy grant agreement in the amount of \$178,096.00. The grant award shall be decreased by \$75,476.00 to \$102,620.00 effective on the date approved by the Deputy Director of the Division of Parole and Community Services in the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Year 2018 (July 1, 2017 to June 30, 2019) will not in any case exceed \$102,620.00.


Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions

 1/30/18
County Commissioner Date

Cynthia Mausser

Cynthia Mausser, Deputy Director
Division of Parole and Community Services

 1/30/18
County Commissioner Date

County Commissioner Date

APPROVED AS TO FORM:

 ASST. PROSECUTOR
KEITH ANDERSON

City Manager/Mayor Date

Resolution

Number 18-0123

Adopted Date January 30, 2018

APPROVE A SUBSIDY GRANT AGREEMENT ADDENDUM TO THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION MODIFYING THE FY2018 COMMUNITY-BASED CORRECTIONS PROGRAM 407 SUBSIDY GRANT AGREEMENT ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

WHEREAS, on behalf of the Warren County Common Pleas Court, Resolution 17-1065 approved a subsidy grant agreement with the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for the Community-Based Corrections Program 407 Subsidy Grant Funding; and

WHEREAS, this addendum modifies the Fiscal Year 2018 Community Based Correction Program 407 Subsidy Grant Agreement; and

WHEREAS, said modification award shall increase the original grant award by \$134,264.00;

NOW THEREFORE BE IT RESOLVED, to approve said addendum, as attached hereto and made a part hereof, to the Ohio Department of Rehabilitation and Correction 407 Subsidy Grant Agreement for funding resulting in an increase of \$134,264 for a total amount of \$671,318 for Fiscal Year 2018 (July 1, 2017 to June 30, 2019); and

BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Rehabilitation and Correction the Warren County Board of Commissioners has no further obligation to fund this project.

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

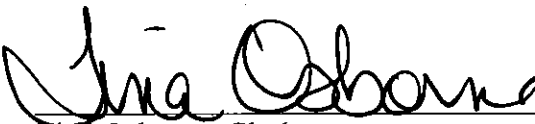
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

vsp\

cc: c/a – ODRC
ODRC
OGA (file)

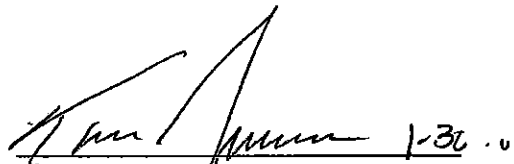
Community Corrections (file)
Auditor

**ADDENDUM TO
COMMUNITY-BASED CORRECTIONS PROGRAM
407 SUBSIDY GRANT AGREEMENT**

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Warren County. It modifies the fiscal year 2018 Community-Based Corrections Program 407 subsidy grant agreement in the amount of \$537,054.00. The grant award shall be increased by \$134,264.00 to \$671,318.00 effective on the date approved by the Deputy Director of the Division of Parole and Community Services in the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Year 2018 (July 1, 2017 to June 30, 2019) will not in any case exceed \$671,318.00.

Christopher Galli

Christopher Galli, Chief
Bureau of Community Sanctions


 1-30-18
County Commissioner Date

Cynthia Mausser

Cynthia Mausser, Deputy Director
Division of Parole and Community Services

 1-30-18
County Commissioner Date

County Commissioner Date

APPROVED AS TO FORM:
 ASST. PROSECUTOR
KEITH ANDERSON

City Manager/Mayor Date

Resolution

Number 18-0124

Adopted Date January 30, 2018

AFFIRM "THEN AND NOW" REQUESTS PURSUANT TO OHIO REVISED CODE
5705.41(D) (1)

BE IT RESOLVED, to affirm the following "Then and Now" requests pursuant to Ohio Revised
Code 5705.41(D) (1), as attached hereto and made a part hereof:

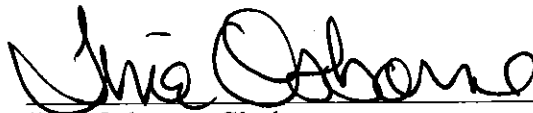
Veterans	\$ 989.00
Veterans	\$ 330.47
Veterans	\$1,639.95
BDD	\$1,050.00
BDD	\$ 168.17
BDD	\$ 20.00

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Veterans (file)
Board of Developmental Disabilities (file)
OMB

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/16/18

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: Rodney approved

\$989.00 above purchase order amount

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	400	\$ 989.00

VENDOR NAME Cumulus Radio

DESCRIPTION OF SERVICES Radio Advertising

DATE OF OBLIGATION 12/11/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 41,249.51 DATE 12/11/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 76,271.67 DATE 1/23/18

FUND BALANCE NOW \$ 30,748,367.77

CERTIFIED BY: Matt Nolan  

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/18/19

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: expense unknown prior to receiving invoice.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	210	\$ 330.47

VENDOR NAME Amazon

DESCRIPTION OF SERVICES office items

DATE OF OBLIGATION 12/11/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 11,603.23 DATE 12/11/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 60,529.61 DATE 1/23/18

FUND BALANCE NOW \$ 20,074.53

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1/18/19

From: WC Veterans

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: expense unknown prior
to receiving invoice.

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5210	317	\$ 1639.95

VENDOR NAME Amazon

DESCRIPTION OF SERVICES capital purchases under \$10,000

DATE OF OBLIGATION 12/11/17

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 13,722.83 DATE 12/11/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 11,890.75 DATE 1/23/18

FUND BALANCE NOW \$ 130,745,307.11

CERTIFIED BY: Matt Nolan n 2018 JAN 19 AM 11:25

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1-18-18

From: WCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: oversight

PD in new account code opened on 10/5/17

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6710</u>	<u>400</u>	<u>\$ 1050.00</u>

VENDOR NAME Personal Guardianship Services

DESCRIPTION OF SERVICES guardianship services to individuals served

DATE OF OBLIGATION Oct 2017

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 603,236.16 DATE 10/1/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,917,997.12 DATE 1/24/18

FUND BALANCE NOW \$ 36,974,072.69

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1-18-18

From: WCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: oversight

PO in new account code opened 10/6/17 -

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
205		6910	400	\$ 168.17

VENDOR NAME Residential Group Homes

DESCRIPTION OF SERVICES Room and Board

DATE OF OBLIGATION Oct 2017

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 603,236.16 DATE 10/1/17

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,916,847.12 DATE 1/24/18

FUND BALANCE NOW \$ 36,974,072.69

CERTIFIED BY: Matt Nolan

MATT NOLAN, WARREN COUNTY AUDITOR

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 1-19-18

From: WCBDD

Please complete a Then & Now Certification for the attached purchase.

A purchase order was not completed for this procurement because: was
not made out for correct amount

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
<u>205</u>		<u>6210</u>	<u>400</u>	<u>\$ 20.00</u>

VENDOR NAME Survey Monkey

DESCRIPTION OF SERVICES online survey subscription renewal

DATE OF OBLIGATION February 2018

THEN & NOW CERTIFICATION

CERTIFICATE OF FISCAL OFFICER IN LIEU OF PURCHASE ORDER

Pursuant to Sec. 5705.41 (D)(1) O.R.C.

The Warren County Auditor hereby certifies that even though there was not a Purchase Order executed prior to this obligation being incurred, there was at the time of the obligation, and there is now, sufficient appropriation for the purpose of such obligation and sufficient funds in the treasury to the credit of such fund free from any previous encumbrances to honor this payment.

UNENCUMBERED ACCOUNT BALANCE - THEN \$ 1,982,415.41 DATE 1/13/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 1,916,678.95 DATE 1/24/18

FUND BALANCE NOW \$ 36,974,072.69

CERTIFIED BY: Matt Nolan H

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-0125

Adopted Date January 30, 2018

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Refunds file

Resolution

Number 18-0126

Adopted Date January 30, 2018

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #01/25/2018 001, #01/25/2018 002, #01/25/2018 003, #01/25/2018 004, #01/25/2018 005, #01/25/2018 006, #01/25/2018 007, #01/25/2018 008, and #01/25/2018 009; said batches are attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc: Auditor ✓

Resolution

Number 18-0127

Adopted Date January 30, 2018

APPROVE A STREET AND APPURTENANCES (INCLUDING SIDEWALKS) BOND REDUCTION FOR SORAYA FARMS, LLC FOR COMPLETION OF IMPROVEMENTS IN SORAYA FARMS, SECTION 3 SITUATED IN CLEARCREEK TOWNSHIP

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

BOND REDUCTION

Bond Number	:	15-018 (P/S)
Development	:	Soraya Farms, Section 3
Developer	:	Soraya Farms, LLC
Township	:	Clearcreek
Reduction Amount	:	\$26,586.96
Surety Company	:	People Bank, NA (LOC #419)

BE IT FURTHER RESOLVED: the original amount of bond was \$169,613.21 and after the above reduction, the new required bond amount is \$143,026.25.

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Soraya Farms, LLC, Attn: Adam Sweeney, 8534 Yankee Street, Dayton, Ohio 45458
Peoples Bank, NA Attn: D. Winterbotham, 95 Edgebrook Drive, Springboro, Ohio 45066
Engineer (file)
Bond Agreement file

Resolution

Number 18-0128

Adopted Date January 30, 2018

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HERITAGE AT MIAMI BLUFFS, PHASE 4, BLOCK "D" SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Engineer, to enter into the following Street and Appurtenances (including sidewalks) Security Agreement:

SECURITY AGREEMENT

Bond Number	:	18-001 (P/S)
Development	:	Heritage at Miami Bluffs, Phase 4, Block "D"
Developer	:	The Drees Company
Township	:	Hamilton
Amount	:	\$59,624.50
Surety Company	:	Liberty Mutual Insurance Co (#014075760)

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Company
Engineer (file)
Bond Agreement file

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

**STREETS AND APPURTENANCES
(including Sidewalks)**

Security Agreement No.

18-001 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between The Drees Company (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in HERITAGE AT MIAMI BLUFFS Subdivision, Section/Phase ^{PHASE 4} BLOCK "D" (3) (hereinafter the "Subdivision") situated in HAMILTON (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$227,726.35, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$45,865.00; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$59,624.50 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 3 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$45,545.27 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the two years from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the **two year maintenance period** and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

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

B. To the County Engineer:

Warren County Engineer
105 Markey Road
Lebanon, OH 45036
Ph. (513) 695-3336

C. To the Developer:

The Drees Compnay
Attn: Land Development Dept
211 Grandview Drive
Ft. Mitchell, KY 41017
Ph. (859) 578 - 4261

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. (513) 792 - 1861

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

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

Certified check or cashier's check (attached) (**CHECK #** _____)

Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

Original Escrow Letter (attached)

Surety Bond (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

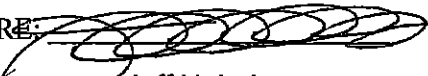
DEVELOPER: The Drees Company

SURETY: Liberty Mutual Insurance Company

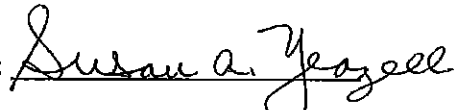
Pursuant to a resolution authorizing the undersigned to execute this agreement.

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

SIGNATURE:



SIGNATURE:



PRINTED NAME: Jeff Hebler

PRINTED NAME: Susan A. Yeazell

TITLE: Asst. Sec./Cincinnati Land

TITLE: Attorney-in-Fact

DATE: Jan 10, 2018

DATE: January 9, 2018

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0128, dated 1/30/18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 1/30/18

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Bond No. 014075760

PERFORMANCE BOND

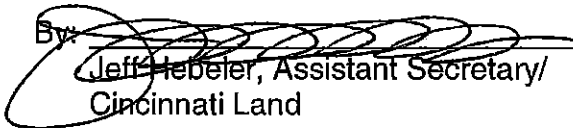
KNOW ALL MEN BY THESE PRESENTS that, The Drees Company, as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH 45036, as Obligee, in the sum of Fifty-Nine Thousand Six Hundred Twenty-Four and 50/100 Dollars (\$59,624.50) lawful money of the United States for the payment of which, well and truly be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to construct and dedicate for public purpose and maintenance of Streets and Appurtenances (Including Sidewalks) in Heritage At Miami Bluffs Phase 4, Block "D" Subdivision in Hamilton Township, Warren County, OH.

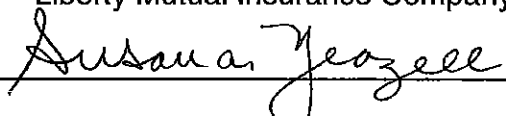
NOW THEREFORE, if the said Principal hereinbefore set forth, shall fully and faithfully perform all the work specified to be done in accordance with plans for Heritage At Miami Bluffs Phase 4, Block "D" Subdivision on record at Warren County Commissioners, then this obligation shall be void and of no further legal effect; otherwise, this bond shall remain in full force and effect in law; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation, as herein stated to be the sum of Fifty-Nine Thousand Six Hundred Twenty-Four and 50/100 Dollars (\$59,624.50) and no more.

SIGNED AND DATED THIS 9th day of January, 2018

Principal: The Drees Company

By: 
Jeff Hebel, Assistant Secretary/
Cincinnati Land

Surety: Liberty Mutual Insurance Company

By: 
Susan A. Yeazell, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7822024

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, That the Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Dan E. Ries; Susan A. Yeazell

all of the city of Cincinnati, state of OH, each individually if there be more than one named, its true and lawful attorney in fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of June, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: *David M. Carey*
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power of authority.

ARTICLE XIII - Execution of Contracts - SECTION 3 - Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation. The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization. By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2018.



By: *Renee C. Llewellyn*
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Resolution

Number 18-0129

Adopted Date January 30, 2018

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH THE DREES COMPANY FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN HERITAGE AT MIAMI BLUFFS, PHASE 4, BLOCK "D" SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to enter into the following security agreement:

SECURITY AGREEMENT

Bond Number	:	18-001 (W/S)
Development	:	Heritage At Miami Bluffs, Phase 4, Block "D"
Developer	:	The Drees Company
Township	:	Hamilton
Amount	:	\$16,863.79
Surety Company	:	Libery Mutual Insurance Company (014075761)

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: The Drees Co, Land Development Dept., 211 Grandview Drive, Ft. Mitchell, KY 41017
Liberty Mutual Insurance Co, 8044 Montgomery Road, Suite 150E, Cincinnati OH 45236
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

18-001 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
The Drees Company (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Liberty Mutual Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in HERITAGE AT
MIAMI BLUFF ^{PHASE 4} Subdivision, Section/Phase BLOCK "D" (3) (hereinafter the "Subdivision") situated in
HAMILTON (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$168,637.85,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
-0-; and,

WHEREAS, the County Commissioners have determined to require all developers to post security
in the sum of one hundred thirty percent (130%) of the estimated cost of uncompleted or unapproved
Improvements to secure the performance of the construction of uncompleted or unapproved Improvements
in accordance with Warren County subdivision regulations and to require all Developers to post security in
the sum of ten percent (10%) of the estimated total cost of the Improvements after the completion of the
Improvements and their tentative acceptance by the County Commissioners to secure the performance of
all maintenance upon the Improvements as may be required between the completion and tentative
acceptance of the Improvements and their final acceptance by the County Commissioners.

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum
of -0- to secure the performance of the construction of the
uncompleted or unapproved Improvements in accordance with Warren County subdivision
regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is
inserted herein, the **minimum performance security** shall be ten percent (10%) of the total
cost of the Improvements.

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within N/A years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$16,863.79 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

7. The Developer, upon being notified by the County Sanitary Engineer of the maintenance required upon the Improvements to bring the same into compliance with Warren County Subdivision regulations shall immediately undertake to perform and complete such required maintenance within the time set forth in the notice from the County Sanitary Engineer.
8. The Developer shall be in default of the Maintenance Obligation should the Developer fail to complete or cause to be undertaken and completed required maintenance upon the Improvements as set forth in Item 7 hereof.
9. The condition of the Maintenance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the required maintenance upon the Improvements, including any costs incurred by the County Commissioners which are incidental to the performance of such maintenance, including, but not limited to costs associated with the publication of legal notices, preparation of additional plans, specifications and drawings, as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc. but not exceeding the amount set forth in Item 6 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the maintenance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds to the completion of the required maintenance upon the Improvements upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the performance of maintenance upon the Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
10. That upon expiration of the one year from the date of the tentative acceptance of the Improvements by the County Commissioners and upon satisfactory completion of any required maintenance upon the Improvements to bring the Improvements into compliance with Warren County subdivision regulations, the County Commissioners hereby agree to release the maintenance security and give final acceptance to the Improvements. The Developer shall request, in writing directed to the County Sanitary Engineer, a final inspection of the Improvements and the Developer shall be responsible for all maintenance as may be necessary and as may accrue from the commencement of the one year maintenance period and until such written request for inspection is delivered.
11. In the case of default pursuant to Items 3 and 4 or 8 and 9 hereof, Developer shall make available to the County Commissioners all plans, specifications and drawing relating to the Improvements and hereby directs all third parties, including engineers and consultants, who may possess such plans, specifications and drawings, or copies thereof, to provide the same

to the County Commissioners upon request and presentation of this security agreement or a copy thereof and agrees to hold such third parties harmless from the provision of such plan specifications and drawings pursuant to this item. Developer does hereby consent to the use of such plans, specifications and drawings by the County Commissioners to complete the construction of the uncompleted or unapproved Improvements or the performance of maintenance upon the same in the case of default pursuant to Items 3 and 4 or 8 and 9 hereof.

12. In the case of conflict between the provisions of this agreement and any other security agreement relating to the same Improvements, the provisions of this agreement shall take precedence.
13. Any notice, correspondence, inquiry or request for inspection permitted or required under this security agreement shall be given as follows:

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

Warren County Water & Sewer Department
Attn: Sanitary Engineer
406 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1380

C. To the Developer:

The Drees Compnay
Attn: Land Development Dept
211 Grandview Drive
Ft. Mitchell, KY 41017
Ph. (859) 578 - 4261

D. To the Surety:

Liberty Mutual Insurance Company

8044 Montgomery Road, Suite 150E

Cincinnati, OH 45236

Ph. (513) 792 - 1861

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

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

 Certified check or cashier's check (attached) (**CHECK #** _____)

 Original Letter of Credit (attached) (**LETTER OF CREDIT #** _____)

 Original Escrow Letter (attached)

 X **Surety Bond** (this security agreement shall serve as the bond when signed by an authorized representative of a surety company authorized to do business within the State of Ohio with a **power of attorney attached** evidencing such authorized signature).

 Surety obligation of national bank (by signing this security agreement the authorized representative of the national bank undertaking this surety obligation does certify, for and on behalf of the undersigned national bank, that the bank has a segregated deposit sufficient in amount to the bank's total potential liability).

15. **The term "Surety" as used herein includes a bank, savings and loan or other financial institution where the security provided is a letter of credit, escrow letter or surety obligation of a national bank. The term "Surety" when referring to a bank, savings and loan or other financial institution is not intended to create obligations beyond those provided by Paragraphs 4 and/or 9 of this security agreement.**

16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

17. This Agreement shall not be assignable or transferrable by the Developer or Surety to any third party or parties without the express written consent of the County Commissioners. Developer and Surety waive any successor developer or successor surety claim or defense unless the County Commissioners have executed a written consent of assignment.
18. This Agreement shall be construed under the laws of the State of Ohio. The Developer and Surety hereby stipulate to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to attempt to resolve by alternate dispute resolution prior to litigation), and do further waive any right to bring or remove such claims, disputes, interpretation and litigation of any kind arising out of this Agreement, in or to any other state or a federal court.

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

DEVELOPER: The Drees Company

SURETY: Liberty Mutual Insurance Company

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

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

SIGNATURE: 

SIGNATURE: 

PRINTED NAME: Jeff Hebler

PRINTED NAME: Susan A. Yeazel

TITLE: Asst. Sec./Cincinnati Land

TITLE: Attorney-in-Fact

DATE: Jan 10, 2018

DATE: January 9, 2018

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 18-0129, dated 1-30-18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Tom Grossman

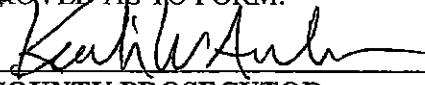
TITLE: President

DATE: 1-30-18

RECOMMENDED BY:

By: 
SANITARY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

Bond No. 014075761

MAINTENANCE BOND

Know All Men By These Presents, That we, The Drees Company
211 Grandview Drive, Ft. Mitchell, KY 41017

as Principal, and Liberty Mutual Insurance Company, a corporation
organized under the laws of the State of MA with principal place at 8044 Montgomery
Road, 150E, Cincinnati, OH 45236, as Surety, are held and
firmly bound unto Warren County Commissioners, 406 Justice Drive, Lebanon, OH
452036 (hereinafter called Obligee) in the penal sum of Sixteen Thousand
Eight Hundred Sixty-Three and 79/100, (\$ 16,863.79), for
payment of which, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

DATED this 9th day of January 20 18.

WHEREAS, the said Principal has heretofore entered into a Subdividers
Contract with the Obligee above named for certain physical improvements for

Water and/or Sanitary Sewer in Heritage At Miami Bluffs Subdivision
Phase 4, Block "D" in Hamilton Township, Warren County, Ohio

and

WHEREAS, the Principal submits that all work called for under the said
Subdividers Contract has now been completed according to the approved plans and as
a condition of acceptance of the physical improvements offers this bond to said
Obligee;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That is
said Principal shall, for a period of One (1) years from and after the 9th
day of January, 20 18, indemnify the Obligee against any loss or
damage directly arising by reason of any defect in the material or workmanship which
may be discovered within the period aforesaid, then this obligation shall be void;
otherwise to be and remain in full force and virtue in law.

PROVIDED, HOWEVER, that in the event of any default on the part of said
Principal, written statement of the particular facts showing such default and the date
hereof shall be delivered facts showing such default and the date thereof shall be
delivered to the Surety by certified mail, at its Home Office in 175 Berkeley Street
Boston, MA 02117 promptly and in any event within thirty (30) days after the Obligee
or his representative shall learn of such default; and that no claim suit, or action by
reason of any default of the Principal shall be brought hereunder after the expiration of
thirty (30) days from the end of the maintenance period as herein set forth.

The Drees Company

Principal

By: 

Jeff Hebel

Its: Assistant Secretary/Cincinnati Land

Liberty Mutual Insurance Company

Surety

By: 

Its: Susan A. Yeazell, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7822023

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Dan E. Riggs, Susan A. Yeazel,

all of the city of Cincinnati, state of OH, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed hereto this 29th day of June, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: *David M. Carey*
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal:
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following Bylaws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12, Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5, Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman of the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of January, 2018.



By: *Renee C. Llewellyn*
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney, call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Resolution

Number 18-0130

Adopted Date January 30, 2018

APPROVE VARIOUS RECORD PLATS

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

- Heritage at Miami Bluffs Phase 4 Block "D"– Hamilton Township

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-0131

Adopted Date January 30, 2018

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

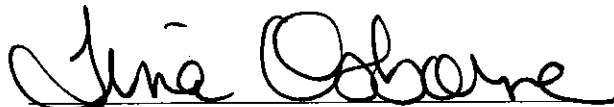
\$ 1,628.98	from	#101-2200-210	(Sheriff – Office Supplies)
\$ 692.50	from	#202-3130-400	(Engineer – Purchased Services)
\$ 5,741.00	from	#205-6710-400	(BDD – Purchased Services)
\$ 349.73	from	#205-6710-430	(BDD – Utilities)
\$225,000.00	from	#229-3500-731	(Engineer – C.V.T. Projects)

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


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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file
Sheriff's Office (file)
Engineer (file)
Developmental Disabilities (file)
OMB

Resolution

Number 18-0132

Adopted Date January 30, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO OHIOMEANSJOBS FUND #258

BE IT RESOLVED, to approve the following supplemental appropriation:

\$859.04 into #258-5800-830 (Workers Compensation)

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

Mr. Grossmann – yea


Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Supplemental App file
OhioMeansJobs (file)
OMB

Resolution

Number 18-0133

Adopted Date January 30, 2018

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #286

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #286:

\$10,000.00 into #286-2200-850 (Training)

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


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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0134

Adopted Date January 30, 2018

APPROVE SUPPLEMENTAL APPROPRIATION IN COUNTY WIDE FINANCIAL
SOFTWARE FUND #401

BE IT RESOLVED, to approve the following supplemental appropriation:

\$400.00 into # 401-1120-830 (Workers Comp)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor (file)
Supplemental App. file
OMB

Resolution

Number 18-0135

Adopted Date January 30, 2018

APPROVE SUPPLEMENTAL APPROPRIATION INTO FAIRGROUNDS CONSTRUCTION
PROJECT FUND #498

BE IT RESOLVED, to approve the following supplemental appropriation:

\$7,500.00 into #498-3000-3740-400 (Purchased Services)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor J
Supplemental Appropriation file
Fairgrounds (file)
OMB

Resolution

Number 18-0136

Adopted Date January 30, 2018

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #101-1110 INTO TREASURER FUND #101-1130

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #101-1110 into Treasurer Fund #101-1130 in order to process a sick and vacation leave payout for Pamela Williams former employee of the Treasurer's Office:

\$ 4,740.96 from #101-1110-881 (Commissioner – Sick Leave Payout)
 into #101-1130-881 (Treasurer – Sick Leave Payout)

\$ 6,765.35 from #101-1110-882 (Commissioner - Vacation Leave Payout)
 into #101-1130-882 (Treasurer – Vacation Leave Payout)

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 9
Appropriation Adjustment file
Treasurer (file)
OMB

Resolution

Number 18-0137

Adopted Date January 30, 2018

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

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

\$ 1,086.04 from #101-1110-882 (Commissioners – Vacation Leave Payout)
 into #101-1240-882 (Juvenile Court - Vacation Leave Payout)

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 18-0138

Adopted Date January 30, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #101-1116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$900.00 from #101-1116-910 (Econ Dev. – Other Expense)
 into #101-1116-210 (Econ Dev. –Office Supplies General)

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AS/

cc: Auditor GA
Appropriation Adjustment file
Economic Development (file)
OMB

Resolution

Number 18-0139

Adopted Date January 30, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN GARAGE FUND #101-1620

BE IT RESOLVED, to approve the following appropriation adjustment:


\$1,200.00 from #101-1620-210 (Office Supplies, General)
 into #101-1620-830 (Workers Compensation)


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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Garage (file)
OMB

Resolution

Number 18-0140

Adopted Date January 30, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN SHERIFF'S OFFICE FUNDS #101-2210 AND #101-2200

BE IT RESOLVED, to approve the following appropriation adjustments:

\$2144.75	from #101-2210-830	(Workers Comp)
	into #101-2200-830	(Workers Comp)
\$6216.14	from #101-2200-210	(Office Supplies, General)
	into #101-2200-830	(Workers Comp)

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

Resolution

Number 18-0141

Adopted Date January 30, 2018

APPROVE APPROPRIATION WITHIN COMMON PLEAS COURT COMMUNITY BASED
CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 7,500.00	from	#289-1226-400	(Purchased Services)
	into	#289-1226-811	(PERS)
\$ 850.00	from	#289-1226-400	(Purchased Services)
	into	#289-1226-871	(Medicare)


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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-0142

Adopted Date January 30, 2018

APPROVE APPROPRIATION WITHIN COMMON PLEAS COURT COMMUNITY BASED
CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,390.00 from #289-1226-400 (Purchased Services)
 into #289-1226-830 (Workers Compensation DAWR)

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

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

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0143

Adopted Date January 30, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE SEWER REVENUE FUND
NO. 580

WHEREAS, the Water and Sewer department incurs costs for Workers Compensation; and

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

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

\$10,000.00 from #580-3300-3300-998 (Reserve Fund)
into #580-3300-3300-830 (Workers Compensation)

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

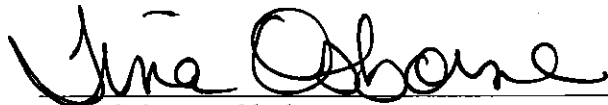
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-0144

Adopted Date January 30, 2018

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #01/30/2018 001, #01/30/2018 002, #01/30/2018 003, #01/30/2018 004, #01/30/2018 005, #01/30/2018 006, #01/30/2018 007, and #01/30/2018 008; said batches attached hereto and made a part hereof.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor g

Resolution

Number 18-0145

Adopted Date January 30, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN RECORDER'S FUND #216

BE IT RESOLVED, to approve the following appropriation adjustment:

\$110,000.00 from #216-1160-210 (Office Supplies)
into #216-1160-400 (Purchased Services)

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 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Recorder (file)
OMB

Resolution

Number 18-0146

Adopted Date January 30, 2018

APPROVE REAPPOINTMENTS TO THE WARREN COUNTY PORT AUTHORITY

WHEREAS, Tammy Laine's term on the Warren County Port Authority is expiring on March 6, 2018; and

WHEREAS, Greg Sample's term on the Warren County Port Authority is expiring on March 6, 2018; and

NOW THEREFORE BE IT RESOLVED, to approve the following reappointments to the Warren County Port Authority:

Reappointment

Tammy Laine term to expire on March 6, 2022
Premier Health Atrium Medical Center
One Medical Center Drive
Middletown, OH 45005

Greg Sample term to expire on March 6, 2022
The Paladin Company
450 Yankee Trace Dr.
Centerville, OH 45458

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 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

AS/

cc: Appointment file
Warren County Port Authority (file)
Economic Development (file)
Appointees
Laura Lander

Resolution

Number 18-0147

Adopted Date January 30, 2018

APPROVE AND AUTHORIZE COUNTY ADMINISTRATOR TO EXECUTE A LAST CHANCE AGREEMENT WITH A FIFTEEN DAY SUSPENSION TO BE ENTERED INTO WITH DAVID PURKEY, HVAC TECHNICIAN I, WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, Mr. Purkey , HVAC Tech I, was charged with Group III, # #2 Wanton, willful or gross neglect of job duties, III, Offense #17, Insubordination, Group III #18 Dishonesty; and Group II #16 Severe disregard to job duties; in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, the above-named employee was provided an opportunity to have a pre-disciplinary hearing in an effort to allow due process rights; and

WHEREAS, said hearing was held and the Hearing Officer substantiated charges: Group III #2 Wanton, willful or gross neglect of job duties and Group II #16 Severe disregard or neglect of job duties; and

WHEREAS, the penalty for a third group II offense and for a single Group III offense is termination as established in the Warren County Personnel Policy Manual; and

WHEREAS, the Board in lieu of termination recommends a last chance agreement with a fifteen day suspension for Mr. Purkey; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize County Administrator to execute a last chance agreement with a fifteen day suspension to be entered into with David Purkey, HVAC Tech I, within Warren County Facilities Management. Copy of said agreement attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, this action shall become a part of Mr. Purkey's personnel file.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: c/a – Purkey, David
Facilities Management (file)
D. Purkey's Personnel File
Prosecutor's Office
OMB-Sue Spencer

Resolution

Number 18-0148

Adopted Date January 30, 2018

HIRE SHERRI CARBO AS COMMISSIONERS' AIDE WITHIN THE WARREN COUNTY COMMISSIONERS' OFFICE

BE IT RESOLVED, to hire Sherri Carbo as Commissioners' Aide within the Warren County Commissioners' Office, unclassified, permanent status, part-time, Pay Range #13, \$19.75 per hour, effective February 12, 2018, subject to a negative background check and drug screen.

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

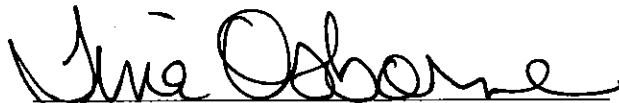
Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file
Sherri Carbo's Personnel file
OMB-Sue Spencer

Resolution

Number 18-0149

Adopted Date January 30, 2018

ACCEPT RESIGNATION OF RICHARD SHORT, DATA SYSTEMS ANALYST I, WITHIN THE TELECOMMUNICATIONS DEPARTMENT, EFFECTIVE FEBRUARY 23, 2018

BE IT RESOLVED, to accept the resignation of Richard Short, Data Systems Analyst I, within the Telecommunications Department effective February 23, 2018.

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

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Telecom (file)
R. Short's Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 18-0150

Adopted Date January 30, 2018

ACCEPT RESIGNATION OF AMBER EDWARDS, ELIGIBILITY REFERRAL SPECIALIST II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION, EFFECTIVE FEBRUARY 20, 2018

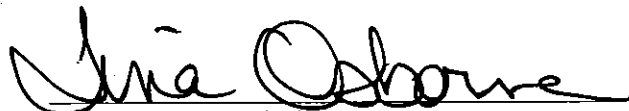
BE IT RESOLVED, to accept the resignation of Amber Edwards, Eligibility Referral Specialist II, within the Warren County Department of Job and Family Services, Human Services Division, effective February 20, 2018

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 30th day of January 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Human Services (file)
A. Edwards' Personnel File
OMB – Sue Spencer
Tammy Whitaker