

Resolution

Number 18-1622

Adopted Date October 23, 2018

APPROVE PROMOTION OF CHARLES WALKER TO THE POSITION OF SEWER COLLECTIONS WORKER II WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Walker obtained a CDL license with an N endorsement; and

WHEREAS, the Sanitary Engineer recommends the promotion of Mr. Walker, to the position of Sewer Collections Worker II; and

WHEREAS, it is the desire of the Board to promote Mr. Walker to said position in accordance with the Sanitary Engineer's staffing plan; and


NOW THEREFORE BE IT RESOLVED, to approve the promotion of Adam Osterday to the position of Sewer Collections Worker II within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, \$16.69, effective pay period starting October 27, 2018.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR:

cc: Water/Sewer (file)
C. Walker's personnel file
OMB – Sue Spencer
T. Reier

Resolution

Number 18-1623

Adopted Date October 23, 2018

DESIGNATE FAMILY AND MEDICAL LEAVE OF ABSENCE TO BRITTANY JUSTICE, WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, it is necessary to designate a Family and Medical Leave of Absence for Brittany Justice; and

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

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Facilities Management (file)
B. Justice' FMLA file
OMB – Sue Spencer

Resolution

Number 18-1624

Adopted Date October 23, 2018

PROMOTE NAKITA SANDERS FROM UNIT SUPPORT WORKER II TO THE POSITION OF ELIGIBILITY REFERRAL SPECIALIST II WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, the director and supervisory staff have interviewed Ms. Sanders and recommend the promotion of Ms. Sanders to said position: and


NOW THEREFORE BE IT RESOLVED, to promote Nakita Sanders to the position of Eligibility Referral Specialist II, full-time permanent, non-exempt status (40 hours per week), Pay Range #6, \$14.63 per hour, under the Human Services Division Compensation Plan, effective pay period beginning October 27, 2018.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
N. Sanders' Personnel File
OMB – Sue Spencer

Resolution

Number 18-1625

Adopted Date October 23, 2018

AUTHORIZE THE POSTING OF THE "UNIT SUPPORT WORKER II" POSITION, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there one openings for the "Unit Support Worker II" position within the department; and

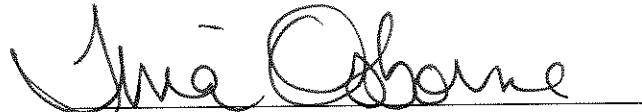
NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Unit Support Worker II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 23, 2018.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
OMB – Sue Spencer

Resolution

Number 18-1626

Adopted Date October 23, 2018

AUTHORIZE THE POSTING OF THE "TRAINING OFFICER" POSITION, WITHIN THE WARREN COUNTY JOB AND FAMILY SERVICES DEPARTMENT, HUMAN SERVICES DIVISION, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(A)

WHEREAS, there one openings for the "Training Officer" position within the department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Training Officer" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning October 23, 2018.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
OMB – Sue Spencer

Resolution

Number 18-1627

Adopted Date October 23, 2018

MAINTAIN CURRENT MONTHLY HEALTH INSURANCE RATES CHARGED TO DEPARTMENTS AND OFFICES EFFECTIVE JANUARY 1, 2019

WHEREAS, based on a thorough review of the self-insured health insurance program offered to employees, the department chargeback rates for medical/rx, dental and vision will remain unchanged; and

WHEREAS, upon review of the life insurance chargeback rates, an increase from current rate of \$10 to \$10.50 per employee per month is needed in order to fund the group life premium; and

WHEREAS, due to Munis software implementation commencing January 1, 2019, it is the desire of the Board that effective the first pay date following January 1, the department healthcare chargeback transfer will be taken each pay date in the Per Pay amount indicated below, and a transfer will not be made on the third pay date in months where there are three pay dates; and

WHEREAS, in order to coincide with other transfers and deductions, it is the desire of the Board that effective the first pay in January 2019, the employee premium contribution which also remains unchanged will be deducted each pay based on 24 pays; a deduction will not be made on the third pay date in months where there are three pay dates; and

WHEREAS, it is also the desire of the Board of Commissioners to continue the annual employer contribution to HSA or HRA for all eligible employees electing the "Buy-Up" Plan in the amount of \$300 single/\$600 family except for instances where a union contract stipulates otherwise.

Monthly Department Rates	"Base" Plan		"Buy-Up" Plan	
	Month	Per Pay	Month	Per Pay
Single Med/RX	438.72	219.36	404.88	202.44
Single Dental	29.64	14.82	29.64	14.82
Single Vision	6.66	3.33	6.66	3.33
<i>Life</i>	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$485.02	\$242.51	\$451.18	\$225.29
Family Med/RX	1162.82	581.41	1073.14	536.57
Family Dental	74.10	37.05	74.10	37.05
Family Vision	17.66	8.83	17.66	8.83
<i>Life</i>	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$1,264.58	\$632.29	\$1,174.90	\$587.45
Couple Med/RX	581.41	290.71	536.57	268.29
Couple Dental	37.05	18.53	37.05	18.53

Couple Vision	8.83	4.42	8.83	4.42
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<i>Life</i>	<u>10.50</u>	<u>5.25</u>	<u>10.50</u>	<u>5.25</u>
TOTAL	\$637.29	\$318.66	\$592.45	\$296.24

Employee Contribution			Month	Per Pay x24
Single "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$71.44	\$35.72
Family "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$189.38	\$94.69
Couple "Buy-Up" Plan	\$ 0.00	\$ 0.00	\$94.69	\$47.34

2018 Monthly COBRA Rates	"Base"	"Buy-Up"
Single Med/RX	447.50	485.85
Single Dental	30.24	30.24
Single Vision	<u>6.80</u>	<u>6.80</u>
	\$484.54	\$522.89
Family Med/RX	1186.08	1287.77
Family Dental	75.59	75.59
Family Vision	<u>18.02</u>	<u>18.02</u>
	\$1,279.69	\$1,381.38

NOW THEREFORE BE IT RESOLVED, to approve the department transfer rates, employee premium contributions, employer HSA/HRA contributions and frequency schedule as specified above effective January 1, 2019.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


 Tina Osborne, Clerk

HR/

cc: Horan Associates
 Benefits file
 OMB File
 Tammy Whitaker, OMB
 Elected Officials

Resolution

Number 18-1628

Adopted Date October 23, 2018

APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE 2019 "DAY FOR WELLNESS" **POINTS** PROGRAM

WHEREAS, in an effort to promote employee wellness, the opportunity for voluntary participation in the annual **POINTS** Program is extended to Warren County employees; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2019 **POINTS** Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Day for Wellness" personal day off with pay for each employee that participates in the 2019 **POINTS** Program; and

WHEREAS, the actual policy is attached hereto and made a part hereof outlining the full details of the program; and

NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the 2019 **POINTS** Program.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: Benefits file
Sue Spencer, OMB
Tammy Whitaker, OMB
All Elected Officials, Agencies and Department Heads
Horan Associates

2019 “DAY FOR WELLNESS” POLICY

Qualifications:

Eligibility: Part-time and Full-time Permanent Employees

Eligible employees participating in Warren County’s “2019 POINTS Program” and achieving a point total of 250 points will receive a personal day off with pay.

Time Period: The 2019 POINTS Program will begin January 1, 2019. An employee must earn a total of 250 points throughout the year; January 1, 2019 through December 31, 2019.

Receipt of “Day for Wellness”: POINTS Check Sheets and Certification of Information along with any required supporting documentation must be turned in to OMB Benefits no later than February 28, 2020. Submitted information will be verified and OMB Benefits will issue the “Day for Wellness” verification to the employee. Your submission will be kept confidential.

Day for Wellness Hours: The hours will be based on the employee’s normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

Usage:

The employee must use the personal day off with pay no later than December 31, 2020. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2020. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

Process:

Once the employee has departmental approval, the employee will submit the “Day for Wellness” verification form with a completed request for leave form to their department. The personal day off with pay will be reported on payroll as regular hours worked. The department should maintain the request for leave form and “Day for Wellness” verification form with their payroll records for audit purposes.

Saved as: I/HR 2019 Day for Wellness Policy

Resolution

Number 18-1629

Adopted Date October 23, 2018

APPROVE PERSONAL DAY OFF WITH PAY POLICY FOR THE "DAY FOR YOUR LIFE" 2019 ANNUAL BLOOD DRAW SCREENING PROGRAM FOR COUNTY EMPLOYEES

WHEREAS, this Board provides a voluntary Annual Blood Screening Program to all employees and spouses eligible for coverage under the plan; and

WHEREAS, it is the desire of this Board to provide an incentive to employees that participate in the 2019 Annual Blood Screening Program; and

WHEREAS, the Board and other Elected Officials/Agencies will authorize a "Day for Your Life" personal day off with pay for each employee that participates in the 2019 Annual Blood Screening Program; and

WHEREAS, the actual policy is attached hereto and made a part hereof outlining the full details of the program; and


NOW THEREFORE BE IT RESOLVED, to approve a personal day off with pay policy for employees that participate in the Day for Your Life" 2019 Annual Blood Screening Program.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: OMB File
Benefits file
T Whitaker, OMB
S Spencer, OMB

2019 DAY FOR YOUR LIFE POLICY

Qualifications:

An eligible employee participating in Warren County's "Day for Your Life" 2019 Annual Blood Screening Program will receive a personal day off with pay. The hours will be based on the employee's normal scheduled work hours for that day. This day off is in addition to any sick leave or vacation leave accrued by an employee as established by the Ohio Revised Code.

If an employee covered under the health plan or eligible for coverage under the health plan, is not able to participate on a scheduled screening day the employee can request a voucher for screening to be completed at another date or time, no later than May 31, 2019. Documentation verifying that the blood screen was completed must be provided to the Benefits & Risk Manager. The Benefits & Risk Manager will issue the "Day for Your Life" verification form to the employee.

If an employee covered under the health plan or eligible under the health plan does not participate in the screening, he/she can submit proper documentation that an equivalent screening was completed during the time period of January 1, 2019 – May 31, 2019 to qualify for the personal day off with pay. The documentation must be submitted to the Benefits & Risk Manager. Based on proper documentation the employee will be issued the "Day for Your Life" verification form by the Benefits & Risk Manager. The Benefits & Risk Manager will have the sole discretion in evaluating the submitted documentation.

If an employee is part-time and provides documentation that an equivalent screening was completed during the time period of January 1, 2019 – May 31, 2019, he/she will be issued the "Day for Your Life" verification form by the Benefits & Risk Manager for the number of part-time hours scheduled per day. The Benefits & Risk Manager will have the sole discretion in evaluating the submitted documentation.

Usage:

The employee must use the personal day off with pay no later than December 31, 2019. There will be no monetary compensation for this time if the employee fails to use their personal day off by December 31, 2019. The personal day off with pay must be used as one single day only. Should an employee leave employment with Warren County prior to using the personal day off with pay, the day will be lost and no monetary compensation will be provided.

The employee must request to use the personal day off with pay in advance and have departmental approval.

Process:

Once the employee has departmental approval, the employee will submit the "Day for Your Life" verification form with a completed request for leave form to their department. The personal day off with pay will be reported on payroll as regular hours worked. The department should maintain the request for leave form and "Day for Your Life" verification form with their payroll records for audit purposes.

Resolution

Number 18-1630

Adopted Date October 23, 2018

APPROVE AGREEMENT FOR PRESENTATION SPEAKER, ON BEHALF OF THE AREA 12 WORKFORCE DEVELOPMENT BOARD

WHEREAS, the Area 12 Workforce Development Board requests that the Warren County Board of Commissioners enter into an agreement with *Working Partners*[®], 7895 Dove Parkway, Canal Winchester, Ohio 43110 (hereafter "Provider") for the October 29, 2018 Medical Marijuana and Your Drug-Free Workplace Program; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Warren County Commissioners does hereby approve and shall execute an agreement with the Provider in order to secure the aforesaid services in furtherance of the agreement the Board authorizes of the roll, the following vote resulted: expenditures of \$715.00. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a – Working Partners
WIB (file)

Working Partners® Presentation Agreement

By signing this agreement, the participating association and/or organization is accepting the terms and conditions as outlined below. The representative is obligated to share the terms and conditions of this agreement with other representatives as needed.

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The materials provided by *Working Partners®* (in written, electronic and media forms) are protected under the copyright laws of the United States. Dee Mason and Working Partners Systems, Inc. ("*Working Partners®*") are providing the materials (written, electronic including media) for the purposes of this educational and informational event. All other rights are expressly reserved by *Working Partners®* and the copyright owner. Any reproduction or any other private or public use or display of the materials or creation of another work based on *Working Partners®* materials without the expressed written consent of *Working Partners®* and Dee Mason is strictly prohibited and may subject the offender to civil liability and criminal penalties.

Disclaimer

The content of the presentation is meant for informational purposes only and not for the purpose of providing legal advice. As such, it should not be used as a substitute for consultation with a legal professional or other competent advisor. Attendees should contact a licensed attorney to obtain advice with respect to any legal issue discussed in this presentation or regarding a situation specific to their business.

Other Stipulations

- *Working Partners®* does not permit video or audio recordings at any presentation or event.
- When referencing *Working Partners®*, always include a registered trademark and italicize the name.
- Please list *Working Partners®* when listing organizations involved in the program.
- If displaying logos of organizations involved in the project, please contact us for a *Working Partners®* logo.
- Please allow us to review any collateral marketing materials prior to printing and dissemination.
- Cancellation fee of 25% may be assessed if client cancels the event with less than 10 days' notice.
- In the case of inclement weather, *Working Partners®* reserves the right to arrange for an alternative date or if necessary cancel the representative's participation.

Details of Presentation/Event: Yes. No. Maybe? Medical Marijuana and Your Drug-Free Workplace Program

Date: 10/29/2018

Time: 8:30-10:00 am

Location: Sinclair Community College

Organization Name: Workforce Inv. Bd. Butler Clermont Warren

Primary Contact Name: Stacy Sheffield

Email: stacy.sheffield@jfs.ohio.gov

Phone: 513-409-1769

Cost: \$715

Signature – Warren County Board of Commissioners

Date

10.23.18

Signature - Working Partners Systems, Inc.

Date

10/12/18

2018 OCT 19 PM 1:53

APPROVED AS TO FORM

7895 Dove Parkway Canal Winchester, Ohio 43110 (614) 337-8200 Fax: (614) 337-0800 www.WorkingPartners.com

Keith W. Anderson
Asst. Prosecuting Attorney

Resolution

Number 18-1631

Adopted Date October 23, 2018

TEMPORARILY TERMINATE BI-MONTHLY SEWER BILLING TO 7505 FLAMINGO STREET IN THE CARLISLE SEWER IMPROVEMENT AREA

WHEREAS, sanitary sewer service is provided to the property at 7505 Flamingo Street, Franklin, Ohio; and

WHEREAS, sewer user charges for the Carlisle Sewer Improvement Area are billed on a flat rate basis, since water service is provided by individual wells; and

WHEREAS, there was a fire at the home and it is not habitable. The owner is requesting that sewer charges be temporarily terminated until occupancy is re-established; and

WHEREAS, the Warren County Water and Sewer Department has recommended that sewer charges be temporarily terminated until occupancy is re-established; and

NOW THEREFORE BE IT RESOLVED:

1. That the bi-monthly sewer charges for the property at 7505 Flamingo Street shall be temporarily discontinued from October 2018 and bi-monthly charges shall not be issued until such time as occupancy is re-established.
2. If occupancy of the property is re-established without prior notification of the Warren County Water and Sewer Department to re-initiate bi-monthly sewer user charges, the property owner shall be responsible for all bi-monthly charges waived by this action.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)

Resolution

Number 18-1632

Adopted Date October 23, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIO MEANS JOBS WARREN COUNTY

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

Warren County Juvenile Detention Center
900 Memorial Drive
Lebanon, OH 45036

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- OhioMeansJobs
OhioMeansJobs (file)

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

This agreement is entered into by and between on this 23rd day of Oct., 2018, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Juvenile Detention Center, 900 Memorial Drive, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2019.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

Q. INSURANCE

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

Vendor (worksite) shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor (worksite) shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

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

By endorsement to the Comprehensive General Liability or Professional Liability coverage, Warren County shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

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

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

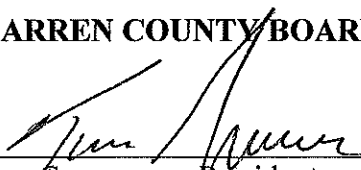
T. **GROUND FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any additional rules which shall apply to the youth's conduct, these shall be indicated in the space provided below. The Worksite may add rules or reinforce rules, but no rules may be deleted from Attachment C. It is agreed that the rules indicated in Attachment C will be in effect at the Worksite.

Rule:	Group:
See County Handbook	Warren County JDC

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 23rd
day of Oct., 2015. ~~2018~~ 507

WARREN COUNTY BOARD OF COMMISSIONERS:

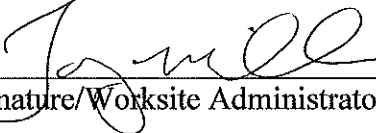


Tom Grossmann, President

WORKSITE:

WARREN COUNTY JUVENILE DETENTION CENTER

Worksite Name



Signature/Worksite Administrator 10-12-18

Date

SUPERINTENDENT


Title of Worksite Administrator

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

NA

Signature of Authorized Organized Labor Representative _____
Date

OhioMeansJobs Warren County



Matt Fetty OMJWC, Director 10/15/18

Date

APPROVED AS TO FORM:



Keith Anderson, Assistant Prosecuting Attorney

Resolution

Number 18-1633

Adopted Date October 23, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENT 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:

Elite Welding Academy
9740 Near Drive
Cincinnati, Ohio 45246

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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 **Elite Welding Academy, 9740 Near Drive, Cincinnati, Ohio 45246**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills training such as welding technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2019. 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:

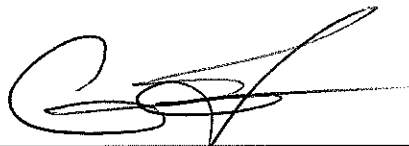
Warren County Board of Commissioners



Tom Grossmann, President

10.23.18
Date

Contractor




Authorized Contractor Signature

10/8/18
Date

Genois Thomas
Typed Name of Authorized Contractor

10/8/18
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-14-18
Date

OFFICES OF WARREN COUNTY, OHIO
PURCHASE CHANGE ORDER - REQUISITION - CERTIFICATE

ORIGINAL ORDER NO. 23758 ACCT #: 258-5800-663 ✓

ORIGINAL ORDER DATE 1/1/2018

Vendor Name Elite Welding ✓

Street 9740 Near Drive ✓

City, State, Zip Code Cincinnati OH 45246 ✓

Auditor's Use Only

CHANGE ORDER NUMBER: 1

Original Purchase Order Amount:	\$ 4000.00
Net change by previously authorized Change Orders:	\$ 0.00
The Purchase Order Amount prior to this Change Order was:	\$ 4000.00 ✓
The Purchase Order Amount will be increased (decreased) by this Change Order:	\$ 5630.00 ✓
The new Purchase Order Amount including this Change Order will be:	\$ 9630.00 ✓

DESCRIPTION OF CHANGE (or attached BOCC Change Order Form)
Required tuition, fees, workbooks, textbooks, required tools and media for WIOA and CCMEP/TANF participants

OFFICE OR DEPARTMENT
OhioMeansJobs

SIGNATURE & TITLE
[Signature] Director

COUNTY AUDITOR'S CERTIFICATE (5705.410 O.R.C.)
It is hereby certified that the amount \$ 9,630.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized for such purpose and is in the County Treasury or in the process of collection to the credit line of OMJ
Fund free from any obligation or certification now outstanding.

County Commissioners (If Applicable)
[Signature]

Date Posted 10/12 20 18

2018 OCT 10 PM 11:03

Date Approved 10-11-18

By [Signature] Deputy MATT NOLAN, AUDITOR

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

Resolution

Number 18-1634

Adopted Date October 23, 2018

ISSUE REQUEST FOR ENGINEERING QUALIFICATIONS FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT IMPROVEMENTS.

WHEREAS, Section 153.67 of the Ohio Revised Code identifies that all public authorities planning to contract for professional design service shall publicly announce all contracts available from it for such services and specifies the contents of the announcements; and

WHEREAS, the Warren County Board of County Commissioners recognizes the need for improvements to their Lower Little Miami Wastewater Treatment Plant, including, but not limited to upgrades to the influent screening facilities and secondary clarifiers; and

WHEREAS, the Warren County Board of County Commissioners wish to procure the services of professional engineering firms to begin the design of the aforementioned improvements; and

WHEREAS, Section 153.65-71 of the Ohio Revised Code further identifies the requirements and procedures for procuring the services of a consulting engineering firm for the development of studies, plans, specifications, and bid documents; and

NOW THEREFORE BE IT RESOLVED, that the Sanitary Engineer is hereby authorized and directed to issue the enclosed public notice, for the procurement of engineering services for the aforesated project in accordance with applicable sections of the Ohio Revised Code.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
Project File
Bid File
K. Hawk

Resolution

Number 18-1635

Adopted Date October 23, 2018

AUTHORIZE AMENDMENT NO. 2 TO THE ENGINEERING AGREEMENT WITH FISHBECK, THOMPSON, CARR & HUBER, INC., INCREASING PURCHASE ORDER NO. 21313 FOR THE SIMPSON CREEK AND BEAR RUN LIFT STATION UPGRADE PROJECT

WHEREAS, Warren County and Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) entered into an Engineering Agreement on May 16, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications, for the design of improvements to the Simpson Creek and Bear Run sanitary lift stations; and

WHEREAS, On September 26, 2017 this Board, through the adoption of Resolution No. 17-1497, amending said Engineering Agreement to allow for additional professional engineering services including the design of improvements to the Kings Union sanitary lift station; and

WHEREAS, it is the desire of this Board to further amend said Engineering Agreement to allow for additional professional engineering services including engineering support during construction of the improvements; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 2 increasing Purchase Order No. 21313 to FTCH, in the amount of \$49,500 creating a new contract price of \$199,300. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

1. The scope of services shall be as stipulated in the "October 4, 2018 Letter Proposal for Additional Engineering Services" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the May 16, 2017 Engineering Contract, total additional compensation not to exceed \$49,500.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A – Fishbeck, Thompson, Carr & Huber, Inc.
Water/Sewer (File)
Project File

**AMENDMENT NO. 2
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 2, effective on the date last executed by the Parties hereto, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, on behalf of WARREN COUNTY, OHIO (hereinafter "COUNTY") and Fishbeck, Thompson, Carr, & Huber, Inc., 11353 Reed Hartman Highway, Cincinnati, Ohio 45241 (hereinafter "CONSULTANT").

WHEREAS, Warren County and the CONSULTANT entered into an Engineering Agreement on May 16, 2017 for professional engineering services for the preparation of construction drawings, contract documents and specifications for upgrades and improvements to the Simpson Creek and Bear Run Sanitary Pump Stations; and

WHEREAS, On September 26, 2017 this Board, through the adoption of Resolution No. 17-1497, amending said Engineering Agreement to allow for additional professional engineering services including the design of improvements to the Kings Union sanitary lift station; and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the COUNTY and were identified as Supplemental Services by said Agreement; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including engineering support during construction of the improvements; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Simpson Creek and Bear Run Lift Station Upgrades Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, October 4, 2018, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

The COUNTY shall supply the following data/additional services to the CONSULTANT:

1. Provide full information as to the requirements of the project.
2. Assist CONSULTANT by placing at their disposal all available information pertinent to the project.
3. Examine all studies, reports, sketches, drawings, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the CONSULTANT.

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the May 16, 2017 Agreement and this Amendment No. 2.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "hourly cost-times-factor" basis for all labor incurred by the CONSULTANT, in accordance with the May 16, 2017 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$49,500.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

Except as provided herein, the May 16, 2017 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the May 16, 2017 Engineering Agreement and this Amendment No. 2, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 2.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, Fishbeck, Thompson, Carr, & Huber, Inc., has caused this Agreement to be executed by Timothy D. McNamara, its Senior Vice President, on the date stated, pursuant to a resolution authorizing the same.

**FISHBECK, THOMPSON, CARR & HUBER,
Inc.**

SIGNATURE: Timothy D. McNamara

NAME: Timothy D. McNamara

TITLE: Senior Vice President-Water

DATE: October 4, 2018

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by Tom Grossmann its President on the date stated below, pursuant to Board Resolution No. 18-1635, dated 10.23.18.

**WARREN COUNTY BOARD OF
COMMISSIONERS**

SIGNATURE: Tom Grossmann

NAME: Tom Grossmann

TITLE: President

DATE: 10.23.18

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice

By: Adam Nice, Asst. Prosecutor



October 4, 2018
Project No. 171058

Mr. Chris G. Brausch, PE
Sanitary Engineer
Warren County Water & Sewer Department
406 Justice Drive
Lebanon, OH 45036

Re: Simpson Creek, Bear Run and Kings Union Lift Station Upgrades
Scope of Services/Contract Amendment 2
Proposal for Additional Engineering Services - Construction Phase Engineering

Dear Mr. Brausch:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to provide our proposal to provide construction phase engineering services during construction of the Simpson Creek, Bear Run and Kings Union Lift Station Upgrades project. These services are proposed to be incorporated into the project as Amendment 2 to the May 16, 2017 Engineering Agreement (Agreement) between Warren County and FTCH.

Background

On May 16, 2017, the Warren County Board of Commissioners authorized FTCH to perform design phase engineering services for the Simpson Creek and Bear Run Lift Station Upgrades project by adopting Resolution No. 17-0776, which authorized the Warren County Water & Sewer Department (Department) to enter into the Agreement. Our design scope of work and our associated fee of \$119,900 comprised our base contract, which was funded by Warren County Purchase Order No. 21313.

After FTCH had commenced work on the design phase, the Department determined that it would be appropriate to include upgrades to the Kings Union Lift Station as part of the project. The upgrades are focused primarily on electrical pump drive replacements. The design of the upgrades and our associated fee of \$29,900 comprised Amendment 1 to the Agreement.

On August 16, 2018, the Department requested FTCH to prepare this proposal to provide construction phase engineering services to assist the Department on the next phases of the project. The scope of services and fee presented in this proposal will, upon acceptance by the Department, comprise Amendment 2 to the Agreement.

Under the terms of this proposal, FTCH will provide limited construction phase engineering services. Construction is to include the following major improvements:

- Simpson Creek Lift Station
 - Removal and replacement of three submersible pumps
 - Replacement of VFDs for pumps
 - Replacement of HVAC systems in the valve room and electrical room
 - Full depth asphalt pavement for damaged areas and full surface topcoating for access driveway
 - Replacement of asphalt shingle roof, exterior doors, interior door seals
 - Painting of piping and valves in valve room, soffits, wood trim, and bollards
 - Construction of a new wall with a door to separate the valve room and electrical room
 - Replacement of five air release valves on the existing force main



- Bear Run Lift Station
 - Removal and replacement of handrail, removal of concrete stairs and replacement with metal stairs
 - Repair of concrete along edges of structure
 - Replacement of asphalt shingle roof, doors, soffits, and trim
 - Full depth asphalt pavement for damaged areas and full surface topcoating for access driveway
 - Removal and replacement of pump guide rails for wet well pump retrieval
 - Painting of piping and valves in valve vault, gantry crane, frame and enclosure, bollards, exterior walls
- Kings Union Lift Station
 - Replacement of control panel
 - Replacement of six air release valves on force main
 - Painting of piping and valves in valve vault, gantry crane and frame
 - Trimming of brush around site

Scope of Services

FTCH proposes to provide the following services as Amendment 2 to the Agreement:

Construction Phase Engineering Services

- Review up to 30 shop drawings, including resubmittals to address minor discrepancies.
- Respond to up to 10 Requests for Information from the construction Contractor.
- Perform 6 site visits to observe work in progress and prepare a brief report of our observations.
- Prepare Record Drawings using the “as-built” drawings received from the Contractor.

Subconsultant Services

FTCH entered into a Subconsultant Agreement with Automated Systems Engineering, LLC of Cincinnati, Ohio (ASE) on November 8, 2017 for electrical engineering support during the design phase of the Simpson Creek and Bear Run Lift Station Upgrades project. FTCH and ASE subsequently executed Amendment 1 to the Subconsultant Agreement to include the design of improvements to the Kings Union Lift Station. FTCH and ASE will amend our Subconsultant Agreement a second time to include ASE’s services during the construction phase of the project. ASE will be available to assist FTCH on the above-listed Construction Phase Engineering Services tasks.

Professional Services Fee and Schedule

Based on our experience and understanding of the project, FTCH proposes to perform the above-described Scope of Services for a not-to-exceed, time and expense fee of Forty-Nine Thousand Five Hundred Dollars (\$49,500). Addition of this fee to the Simpson Creek, Bear Run and Kings Union Lift Station Upgrades Project will bring the total estimated fee for FTCH’s services to One Hundred Ninety-Nine Thousand Three Hundred Dollars (\$199,300). Invoices will be submitted every four weeks and payment is due upon receipt. The following table lists the labor hours we estimate will be expended to implement the above-described Scope of Services:

Task	Discipline	Hours
Construction Phase Engineering	Engineering	294
	Department Assistant	34
	Project Manager	<u>19</u>
	Total	347

Mr. Chris G. Brausch, PE
Page 3
October 4, 2018



FTCH is ready to begin work immediately upon receiving written notice to proceed from the Department. We estimate, and have budgeted for, providing our services over a period of approximately 6 months.

Authorization

The scope of services and associated fee for this proposed Amendment 2 will be added and subject to the terms and conditions of the Agreement. FTCH's receipt of an executed Amendment 2 authorization form will constitute acceptance of this proposed contract amendment and our notice to proceed. We look forward to working with the County during the construction phase of the project. If you have any questions, please contact me at 513.247.8576 or ajaspacher@ftch.com.

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, reading "Allen J. Aspacher". The signature is written in a cursive, flowing style.

Allen J. Aspacher, PE

ds6
Attachments
By email

Resolution

Number 18-1636

Adopted Date October 23, 2018

ENTER INTO CONTRACT WITH SUNESIS CONSTRUCTION CO. FOR THE NEW BURLINGTON ROAD BRIDGE #36-1.94 REPLACEMENT PROJECT DESIGN BUILD

WHEREAS, pursuant to Resolution #18-1548, adopted October 9, 2018, this Board approved a Notice of Intent to Award Contract for the New Burlington Road Bridge #36-1.94 Replacement Project Design Build to Sunesis Construction Co., for a total bid price of \$375,745.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Sunesis Construction Co., 2610 Crescentville Road, West Chester, Ohio, for a total contract price of \$375,745.00; as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\

cc: c/a—Sunesis Construction Co.
Engineer (file)
Bid file

CONTRACT

THIS AGREEMENT, made this 23rd day of Oct., 2018, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **Sunesis Construction Company, 2610 Crescentville Road, West Chester, Ohio**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

NEW BURLINGTON ROAD BRIDGE #36-1.94 REPLACEMENT PROJECT DESIGN BUILD hereinafter called the project, for the sum of **\$375,745.00, three hundred seventy five thousand, seven hundred and forty five dollars**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project in 12 weeks after construction begins. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

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

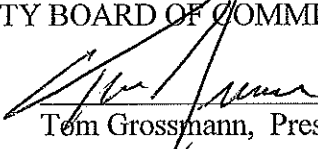
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This CONTRACT shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

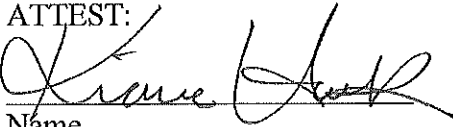
This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

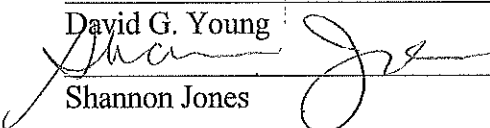
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written. WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)



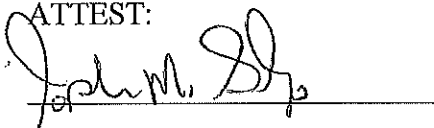
Tom Grossmann, President

ATTEST:


Name

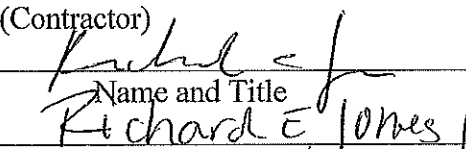
David G. Young


Shannon Jones

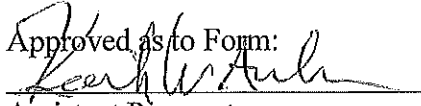
(Seal)
ATTEST:


John M. Dye

SUNESIS CONSTRUCTION CO.
(Contractor)

By: 

Name and Title
Richard E. Jones Jr
President

Approved as to Form:


Assistant Prosecutor

Resolution

Number 18-1637

Adopted Date October 23, 2018

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH FISHBECK THOMPSON
CARR & HUBER, INC.

BE IT RESOLVED, to enter into an engineering service contract with Fishbeck Thompson Carr & Huber, Inc., 11353 Reed Hartman Highway, Suite 500, Blue Ash, OH, 45241 for engineering services for the Stephens Road Drainage Study.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Cc: c/a- Fishbeck Thompson Carr & Huber, Inc.
Engineer (file)

**CONSULTING SERVICES CONTRACT FOR
ENGINEERING SERVICES
STEPHENS ROAD DRAINAGE STUDY**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Fishbeck Thompson Carr & Huber, Inc., 11353 Reed Hartman Highway, Suite 500, Blue Ash, OH 45241, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to study the existing drainage infrastructure in the area identified in Exhibit 1 and make recommendations for appropriate infrastructure modifications, hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Engineering representative for the Project as set forth below and shall give professional Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are to be set forth in an exhibit, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Traffic Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$15,200.00**.
 - 5.1.1.2 For Additional Services, OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as set forth in an exhibit, attached to and made a part of this Agreement, for a lump sum fee.

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed

without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.3.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners Attn. Dave Gully, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309
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Fishbeck Thompson Carr & Huber, Inc.
Attn: Peter Soltys, P.E.
11353 Reed Hartman Highway, Suite 500
Blue Ash, OH 45241
Ph. 513-469-2370

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER 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 ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, Fishbeck Thompson Carr & Huber, Inc., Inc., an Ohio corporation for profit, has caused this Agreement to be executed on the date stated below by James Smalligan, whose title is Sr Vice President, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: James E. Smalligan
PRINTED NAME: James E. Smalligan
TITLE: Senior Vice President
DATE: 10/12/18

OWNER:

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grassmann, its President, pursuant to Resolution No. 10-1634 dated 10.23.18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: Tom Grassmann
PRINTED NAME: Tom Grassmann
TITLE: President
DATE: 10.23.18

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: Neil F. Tunison
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: David P. Fornshell
Assistant Prosecuting Attorney



September 7, 2018

Mr. Charles E. Petty, PE
Assistant Warren County Engineer
Warren County Engineer's Office
210 West Main Street
Lebanon, OH 45036

Re: Proposal for Professional Services – Stephens Road Drainage Evaluation, Hamilton Township

Dear Mr. Petty:

Fishbeck, Thompson, Carr & Huber, Inc. (FTCH) is pleased to provide this proposal for engineering services to evaluate the drainage problems at the intersection of Stephens Road and Village Green Parkway in Hamilton Township, Warren County, Ohio. Our understanding of the project is based on discussions between you and Peter W. Soltys of our Cincinnati Office on August 28, 2018, as well as the GIS map of the area provided by the Warren County Engineer's Office on August 14, 2018.

Scope of Services

FTCH will evaluate the drainage in an approximate rectangular area that extends just north of Stephens Road, east of a line extending north from the intersection of Stephens Road and Village Green Parkway, south of Nunner Road and west of Zoar Road (County Route 153). The drainage system in this area consists of open ditches, road culverts, open channels, storm sewers, and detention ponds. The drainage evaluation will include the following tasks.

Hydrologic and Hydraulic Analysis

FTCH will model the drainage system using the XP-SWMM Storm Water Management Model program. The hydrologic parameters to be used in the model, Curve Number (CN) and time of concentration (T_c), will be calculated using the methodology developed by the Natural Resources Conservation Service (NRCS).

The Warren County Engineer's Office (WCEO) will be responsible for providing the following data:

- The dimensions, materials, and invert elevations for the culvert under Stephens Road at the intersection with Village Green Parkway, the driveway at 1005 Stephens Road, and the driveway at 1120 Stephens Road.
- The profiles for Stephens Road at the intersection with Village Green Parkway and the driveway at 1005 Stephens Road.
- The as-built plans for the detention basin with concrete weir outlet structure on the west side of Quellan Blvd. immediately north of Stephens Road.
- The as-built plans for the detention basin and drop inlet outlet structure along the west side of Village Green Parkway immediately south of Stephens Road.
- The dimensions and grade for the drainage ditch along the north side of Stephens Road from the property at 1120 Stephens Road to the culvert under Stephens Road at the intersection with Village Green Parkway assuming the ditch has been cleared of vegetation and accumulated sediment.



- GIS data sufficient to delineate the watershed draining to the culvert under the driveway at 1005 Stephens Road.

Once all the drainage features have been identified and measured in the field by the WCEO or determined from as-built plans and the hydrologic parameters calculated, the XP-SWMM model will be prepared. FTCH will evaluate the drainage system for the storm water runoff resulting from a 25-year and 100-year return interval, 24-hour duration storm. The rainfall depth for these storms will be obtained from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14, Volume 2.

Drainage Alternatives

The results of the XP-SWMM model will be evaluated to determine causes and extent of the flooding on Stephens Road at the Village Green Parkway intersection for the 25-year flood and 100-year flood. Based on the XP-SWMM model results, up to three drainage improvement alternatives will be developed to reduce or eliminate flooding at the intersection for the 25-year flood and to eliminate any overtopping of Stephens Road for the 100-year flood. Each of the alternatives will be evaluated using the XP-SWMM model and engineer's opinion of construction costs will be developed. Possible drainage improvements that will be evaluated by FTCH will include but not be limited to the following:

- Increased Stephens Road culvert size
- Increased driveway culvert size at 1005 Stephens Road and 1120 Stephens Road
- Driveway culvert maintenance
- Increased drainage ditch size
- Drainage ditch maintenance

Drainage Evaluation Report

FTCH will prepare an engineering report to summarize the hydrologic and hydraulic analysis, drainage system improvement alternatives, and drainage system improvement costs. The report will include a recommendation for the drainage system improvement alternative that provides the greatest reduction in flooding. Three copies of the report will be provided to the WCEO.

Professional Services Fees

FTCH is ready to begin immediately following the Notice to Proceed and acceptance of the attached Professional Services Agreement. We anticipate that it will take approximately two months to complete.

We propose to provide the above described Scope of Services for a not-to-exceed fee of Fifteen Thousand Two Hundred Dollars (\$15,200.00).

Resolution

Number 18-1638

Adopted Date October 23, 2018

ENTER INTO AN ENGINEERING SERVICES CONTRACT WITH WSP USA, INC.

BE IT RESOLVED, to enter into an engineering service contract with WSP USA, Inc., 312 Elm Street, Suite 2500, Cincinnati, Ohio 45202 for engineering services for the Fields Ertel Road Improvement Project between Snider Road and Wilkens Boulevard.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Cc: c/a- WSP USA, Inc.
Engineer (file)

**CONSULTING ENGINEERING SERVICES CONTRACT FOR
FIELDS ERTEL ROAD BETWEEN SNIDER ROAD AND WILKENS BOULEVARD
WARREN COUNTY HIGHWAY SYSTEM**

THIS IS AN AGREEMENT made as of the date stated below, between The Warren County Board of County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and WSP USA Inc., 312 Elm Street, Suite 2500, Cincinnati, Ohio 45202, a corporation for profit organized, duly licensed under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER intends to improve Fields Ertel Road between Snider Road and Wilkens Boulevard on the county highway system hereinafter referred to as the "PROJECT". In order to proceed with the PROJECT, a Design and Construction Documents must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional traffic representative for the Project as set forth below and shall give professional traffic consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include customary civil and structural engineering, and customary surveying services incidental thereto.
- 1.2 ENGINEER shall provide Preliminary Construction Contract Plans for the PROJECT in accordance with the scope of services and the ENGINEER'S fee proposal (letter dated September 5, 2018) attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
 - 1.2.1 ENGINEER will submit to the COUNTY ENGINEER a modification to this AGREEMENT with additional scope of services for the Final Construction Contract Plans for the PROJECT once certain existing conditions are surveyed determining the design criteria for the PROJECT.
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at their disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Preliminary Design Phase and Final Design Phase of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$ 321,376.00**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion

of the total services actually completed at the time of billing. No payment will be processed without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

5.4 Definitions

- 5.4.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by ENGINEER pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners,

successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.

6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

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

6.6 Construction

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

6.7 Waiver

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

6.8 Relationship of Parties

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

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

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

6.11 Notices

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

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3301
---	---

WSP USA Inc.
Attn. Joseph C. Vogel
312 Elm Street, Suite 2500
Cincinnati, Ohio 45202
Ph. 513-639-2120

6.12 Insurance

ENGINEER shall carry Commercial General Liability and professional liability insurance providing single limit coverage with limits of \$1,000,000 per occurrence and 2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 – ENTIRE AGREEMENT

This Agreement (consisting of pages 1 to 7, inclusive), together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER

and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 – INDEMNIFICATION

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

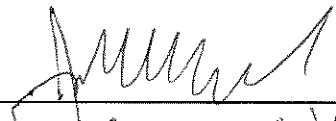
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SECTION 10 – EXECUTION

ENGINEER :

IN EXECUTION WHEREOF, WSP USA Inc., an Ohio Corporation for profit, has caused this Agreement to be executed on the date stated below by _____, whose title is _____, pursuant to a corporate Resolution authorizing such act.

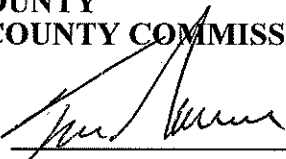
WSP USA Inc.

SIGNATURE: 
PRINTED NAME: Joseph C Vogel PE
TITLE: Vice President
DATE: 9.27.18

OWNER:

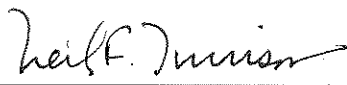
IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, pursuant to Resolution No. 18-1630 dated 10.23.18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 
PRINTED NAME: Tom Grossmann
TITLE: President
DATE: 10.23.18

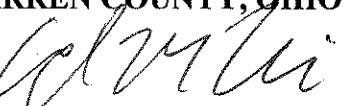
RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

By: 
Neil F. Tunison, P.E., P.S.

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: 
Assistant Prosecuting Attorney

Resolution

Number 18-1639

Adopted Date October 23, 2018

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH MICHELE J. TRANOR FOR THE COLUMBIA ROAD AND DAVIS ROAD SIGHT DISTANCE IMPROVEMENT PROJECT

WHEREAS, in order to improve the public safety of Columbia Road and Davis Road, a sight distance improvement project is needed, and it is necessary to enter onto the property, parcel #16-20-227-006 located at 9228 Columbia Road, Loveland, OH 45140 which is owned by Michele J. Tranor, Grantor; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush, along Columbia Road, located within the Right-of-Way.
2. Remove fence located within the Right-of-Way.
3. Remove pine tree lower limbs.
4. When weather permits, seed and straw any disturbed area.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner.

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Michele J. Tranor, for the Columbia Road and Davis Road sight distance improvement project, a copy of which is attached hereto, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Cc: C/A- Michele J. Tranor
Engineer (file)
Easement file

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Michele J. Tranor, an unmarried woman, whose tax mailing address is 9228 Columbia Road, Loveland, Ohio 45140 (hereinafter the "Grantor"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety of the intersection of Columbia Road and Davis Road, a sight distance improvement project is needed. In order to improve the sight distance it is necessary to enter onto property owned by Grantor. The subject real estate is located at 9228 Columbia Road, Loveland, Ohio 45140, identified as Parcel #16-20-227-006. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove trees, trim tree limbs, and/or brush, along Columbia Road, located within the Right-of-Way.
2. Remove fence located within the Right-of-Way.
3. Remove pine tree lower limbs.
4. When weather permits, seed and straw any disturbed area.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, brush and fence that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantor does hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Sight Distance Improvement Project or until December 31, 2018, whichever comes first.

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IN EXECUTION WHEREOF, Michele J. Tranor, an unmarried woman, the Grantor herein, has hereunto set her hand on the date stated below.

Grantor:

Signature: Michele J. Tranor

Printed Name: Michele J. Tranor

Date: 10/10/2018

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 10 day of OCTOBER, 2018, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to me to be Michele J. Tranor, an unmarried woman, being the Grantor in the foregoing Agreement, and acknowledge the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/22
Recorded in
Warren County

Notary Public: [Signature]
My commission expires: 02/06/22

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, its President on the date stated below, pursuant to Resolution Number 19-1639, dated 10.23.19.

Grantee:
Signature: [Signature]
Printed Name: Tom Grossmann
Title: President
Date: 10.23.19

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 23rd day of Oct., 2019 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be voluntary act and deed, and pursuant to the Resolution authorization to act.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.



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

Notary Public: [Signature]
My commission expires: 7.9.2023

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Signature]
Adam Nice, Assistant Prosecutor
500 Justice Drive
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2759
Email: Adam.Nice@co.warren.oh.us

Resolution

Number 18-1640

Adopted Date October 23, 2018

TO ENTER INTO A COOPERATIVE AGREEMENT WITH BUTLER COUNTY FOR IMPROVEMENTS AT THE INTERSECTION OF BUTLER-WARREN ROAD AND MASON ROAD/LIBERTY WAY ON BEHALF OF THE WARREN COUNTY ENGINEER

WHEREAS, this Board of County Commissioners submitted an application for Ohio Public Works Commission funds as described in Resolution 18-1200 dated July 31, 2018; and

WHEREAS, the resolution to submit the application was adopted prior to having the Cooperative Agreement with Butler County executed; and

WHEREAS, the funding shares and roles of Butler County and Warren County remain unchanged in the cooperative agreement;

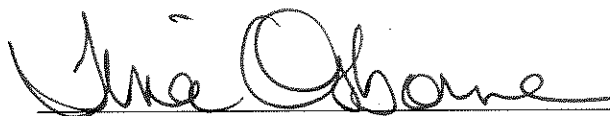
THEREFORE BE IT RESOLVED, to have the President of the Warren County Board of Commissioners sign the cooperative agreement between Butler County and Warren County for the Butler-Warren Road/Liberty Way/Mason Road Intersection Improvement Project.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- Butler County Engineer
Engineer
OPWC

**COOPERATIVE AGREEMENT BETWEEN BUTLER COUNTY AND WARREN
COUNTY
FOR THE BUTLER-WARREN ROAD/LIBERT WAY/MASON ROAD INTERSECTION
IMPROVEMENT PROJECT**

This agreement is made and entered into, by and between the Board of County Commissioners of Butler County, Ohio, hereinafter referred to as "BUTLER COUNTY" on behalf of the Butler County Engineer, hereinafter referred to as the "BUTLER ENGINEER" acting by and through its duly authorized agent(s), and the Board of County Commissioners of Warren County, Ohio, hereinafter referred to as "WARREN COUNTY" on behalf of the Warren County Engineer, hereinafter referred to as the "WARREN ENGINEER," acting by and through its duly authorized agent(s).

WHEREAS, BUTLER COUNTY and WARREN COUNTY desire to improve the Butler-Warren Road at the intersection of Liberty Way/Mason Road in order to add an additional northbound left turn lane and an additional eastbound left turn lane, in accordance with the specifications of BUTLER COUNTY's contract for the Butler-Warren Road/Liberty Way/Mason Road Intersection Improvement Project hereinafter referred to as "PROJECT";

WHEREAS, BUTLER COUNTY and WARREN COUNTY find that the public convenience and welfare require the said intersection improvement, that the PROJECT is required for, and conducive to, the orderly and efficient flow of traffic through the area, and that the public will benefit by creating a cooperative project to complete the improvement.

WHEREAS, BUTLER COUNTY and WARREN COUNTY each have the authority to enter into this agreement to construct the PROJECT pursuant to Ohio Revised Code Section 5555.022.

NOW THEREFORE, the parties do agree as follows:

BUTLER COUNTY and/or the BUTLER ENGINEER will:

- 1) be responsible to complete the necessary design work for the PROJECT using internal staff.
- 2) at the conclusion of the PROJECT's design with the participation of WARREN COUNTY and/or the WARREN ENGINEER complete the following PROJECT CONSTRUCTION TASKS:
 - a) prepare Bid Documents for construction of PROJECT and advertise for Bids in a newspaper of general circulation within Butler County.
 - b) receive and open sealed Bids in accordance with rules established by the Board of County Commissioners of Butler County.
 - c) evaluate Bids and make recommendation for award.

- d) be responsible for the execution of a Contract with the successful Bidder, hereinafter referred to as "CONTRACTOR."
 - e) administer a Contract with the CONTRACTOR and/or any approved and properly executed Change Orders to the Contract.
 - f) after receiving an invoice from the CONTRACTOR, verify that the invoiced work has been completed and directly reimburse the CONTRACTOR.
 - g) upon approving an invoice from the CONTRACTOR, invoice WARREN ENGINEER for WARREN COUNTY's portion of the PROJECT.
 - h) after receiving any request from the CONTRACTOR for changes/modifications to the Contract, evaluate the proposed scope of work and the additional compensation, if any, for the changes/modifications, prepare the appropriate Change Order and submit the Change Order to WARREN COUNTY and/or the WARREN ENGINEER for approval.
 - i) as may become necessary due to any approved Change Order with the CONTRACTOR, invoice the WARREN ENGINEER for Warren County's portion of any Change Order.
 - j) supervise, monitor and inspect construction of the PROJECT. BUTLER COUNTY and/or BUTLER ENGINEER further agree to ensure that the Contractor complies with all of the terms and conditions of the contract.
- 3) be responsible for 60% (BUTLER COUNTY's allocated portion) of the PROJECT Costs estimated to be approximately \$1,257,889; the BUTLER COUNTY share is estimated to be approximately \$754,733 (to be appropriated in 2020).

WARREN COUNTY and/or the WARREN ENGINEER will:

- 1) participate in the design review of the PROJECT.
- 2) participate with the BUTLER ENGINEER in the PROJECT CONSTRUCTION TASKS (as listed in Butler County Item No. 2) and authorize BUTLER COUNTY and/or the BUTLER ENGINEER to execute and administer a Contract and/or any approved and properly executed Change Orders with the CONTRACTOR for the PROJECT Construction.
- 3) supervise, monitor and inspect the portion of the PROJECT construction located within Warren County in coordination and cooperation with the BUTLER ENGINEER.
- 4) after a Construction Change Order to the Contract with the CONTRACTOR is received from the BUTLER ENGINEER, promptly review and approve the Construction Change Order for any work completed within Warren County. Said approval is not to be unreasonably withheld.

- 5) as may become necessary due to a Construction Change Order and upon proper invoicing by the BUTLER ENGINEER, pay to the BUTLER COUNTY TREASURER the additional amount for WARREN COUNTY's portion of Construction Change Order.
- 6) be responsible for 40% (WARREN COUNTY's allocated portion) of the PROJECT Costs estimated to be approximately \$1,257,889; the WARREN COUNTY share is anticipated to be approximately \$503,156 (to be appropriated in 2020).
- 7) upon proper invoicing by the BUTLER ENGINEER, pay to the BUTLER COUNTY TREASURER the total amount of WARREN COUNTY'S share of the PROJECT Construction Costs.

BUTLER COUNTY and WARREN COUNTY further agree that:

- 1) the PROJECT is an improvement undertaken cooperatively pursuant to Ohio Revised Code Section 5555.022; therefore, the parties do not hereby diminish the responsibilities of BUTLER COUNTY, WARREN COUNTY, the BUTLER ENGINEER, or the WARREN ENGINEER within each party's respective jurisdiction, generally, or in the portions of the PROJECT located within each party's respective jurisdiction. Furthermore, the parties do not hereby augment the responsibilities of BUTLER COUNTY, WARREN COUNTY, the BUTLER ENGINEER, or the WARREN ENGINEER to include responsibility within the other county's jurisdiction or the other county engineer's jurisdiction, generally, or in the portions of the PROJECT located within the other county's or county engineer's jurisdiction.
- 2) each County will provide any certificate by its County Auditor required by Section 5705.41(D) of the Ohio Revised Code for the respective County's portion of the PROJECT COSTS.
- 3) prior to the execution of the Contract for the Construction of the improvements, each party to this agreement reserves the right to delete a portion of or the total of the PROJECT that is located within that party's jurisdiction for **ANY REASON**.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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BUTLER COUNTY:

IN WITNESS WHEREOF, upon written recommendation of the Butler County Engineer, the Butler County Board of County Commissioners has adopted its Resolution No. 18-10-01725 **OCT - 8 2018**, 2018 approving and authorizing the execution of this Agreement.

RECOMMENDED BY:
BUTLER COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
OF BUTLER COUNTY, OHIO

BY: Gregory J Wilkens

Cindy Carpenter
President

NAME: Gregory J. Wilkens, P.E., P.S.

Kevin C. [Signature]
Vice President

TITLE: County Engineer

DATE: 9/27/18

[Signature]
Commissioner

DATE: OCT - 8 2018

Approved as to Form Only:

BY: Roger S. Gates
Roger S. Gates, Assistant Prosecuting Attorney
Butler County, Ohio
Date: 9/26/18

WARREN COUNTY:

IN WITNESS WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has adopted its Resolution No. 18-1040 on Oct. 23rd, 2018 approving and authorizing the execution of this Agreement.

RECOMMENDED BY:
WARREN COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
OF WARREN COUNTY, OHIO

BY: Neil F. Tunison

BY: Tam Grossmann

NAME: Neil F. Tunison, P.E., P.S.

NAME: Tam Grossmann

TITLE: County Engineer

TITLE: President

DATE: 9/13/2018

DATE: 10.23.18

Approved as to Form:

DAVID P. FORNSHELL, PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

BY: Adam M. Nice
Adam M. Nice, Assistant Prosecutor

Resolution

Number 18-1641

Adopted Date October 23, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE-PRESIDENT OF THIS BOARD TO EXECUTE A CONTRACT FOR FY2019 WITH OHIO MENTOR INC. FOR THE MULTI DIMENSIONAL FAMILY THERAPY (MDFT) PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize the President and/or Vice-President of this Board to execute a Contract for FY2019 with Ohio Mentor Inc. for the Multi Dimensional Family Therapy Program, effective October 1, 2018 to June 30, 2019, on behalf of the Warren County Juvenile Court; and

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- Ohio Mentor Inc.
Juvenile (file)

CONTRACT FOR SPECIALIZED CARE SERVICES

This Contract is made this 1st day of October, 2018, between Ohio Mentor Inc (hereinafter referred to as "Provider"), with its offices located at 6200 Rockside Woods Blvd Suite 305 Independence Ohio 44131 and Warren County Juvenile Court (hereinafter collectively referred to as "the County") located at 900 Memorial Drive Lebanon Oh 45036. The following circumstances are present at the time of this Contract.

WHEREAS, the County requires specialized services.

WHERE AS, the provider is able to provide specialized services.

NOW, THEREFORE, it is agreed that:

I. DUTIES OF PROVIDER:

Provider shall provide the following services to the county:

Intensive Home Based Counseling using the Family Centered Treatment Model which can include:

Mental Health Counseling
Case Management
CPST
Mental Health Assessment
Provide written updates on status of clients

II. LENGTH OF CONTRACT:

This Contract shall become effective on October 1, 2018 and in force and effect up to and including June 30, 2019 unless terminated as provided herein.

III. POLICY OF NON-DISCRIMINATION:

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

IV. RELATIONSHIP OF PARTIES:

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

V. GOVERNING LAW:

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

VI. INDEMNIFICATION:

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

The parties further recognize that (i) the parties are autonomous organizations, (ii) the parties have independent and separate boards of directors and officers responsible to manage their operations and affairs, (iii) the parties have their own separate assets, (iv) the parties do not own each other or any interests therein, (v) the parties have the right and power to hire, supervise and fire their own employees, (vi) the parties have the function of carrying out and supervising their services under this Contract, and (viii) the parties do not control the day-to-day operations and affairs of the other parties.

VII. PARTIES:

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

VIII. COMPLIANCE WITH LAWS AND REGULATIONS:

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

IX. COMPENSATION AND NOTICES:

The Warren County Juvenile Court will reimburse Ohio Mentor, Inc. at the following rate of \$100 per hour for mental health assessment, mental health counseling, community psychiatric supportive treatment (CPST), and case management (TBS). The Warren Co. Juvenile Court will be the payer of last resort. Provider will bill Medicaid and private insurance when eligible.

The total amount of this contract shall not exceed \$60,000. The provider shall invoice Warren County Juvenile Court monthly. The invoice will include names of individuals who received services for the billing period.

Provider shall invoice by mail:

TO: Warren County Juvenile Court
Attention: Laura Schnecker
900 Memorial Drive
Lebanon, Ohio 45036

Invoice shall be made on the first day of every month for services provided in the preceding month, at the above per diem rate which shall be invoiced by the Fiscal Agent.

XI. INSURANCE:

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

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

Provider shall carry automobile liability insurance for all such vehicles used to transport the minor child, whether such vehicles are owned by the Provider, its agents

or employees, in an amount of at least \$300,000 combined single limit coverage and in an amount of at least \$1,000,000 for vans and buses combined single limit coverage and shall provide the County with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract. Provider further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, Provider shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of this Contract. Provider shall provide the County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to the County. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

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

XII. ENTIRE CONTRACT:

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

XIII. MODIFICATION OR AMENDMENT:

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

XIV. CONSTRUCTION:

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

XV. WAIVER:

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any

provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT, SUCCESSORS AND ASSIGNS:

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

XVII. HEADINGS:

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

XVIII. TERMINATION:

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

In the event the County, for reasons beyond its control, experiences a decrease in funding from any source, the County, at its discretion, may reduce the rate of compensation after first giving fourteen (14) days written notice to the Provider of such reduction. Such a reduction shall be made by amendment as agreed by the parties and incorporated by referenced.

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

This Contract is entered into by A. Brigano
Anthony Brigano, Court Administrator of Warren County Juvenile Court
dated 10-8-18 .

PROVIDER:

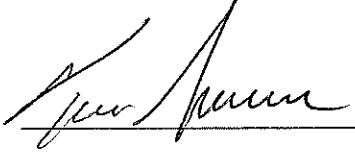
 A.M. Chip Bonsutto, Ed.D.
A.M. Chip Bonsutto, Ed.D., Executive Director, Ohio MENTOR

 9/28/18
Date

Approved as to form:

 Keith Anderson
Keith Anderson
Warren County Assistant Prosecuting Attorney

Signed and acknowledged in the presence of:



Board of Warren County Commissioners

10.23.18 / 18-1641

Date / Resolution Number

Resolution

Number 18-1642

Adopted Date October 23, 2018

APPROVE AND AUTHORIZE AMENDMENT #1 FOR FISCAL YEAR 2019 RECLAIM OHIO PROGRAM ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

BE IT RESOLVED, to approve and authorize Amendment #1 for FY 2019 Reclaim Ohio Program application on behalf of the Warren County Juvenile Court and authorize the President of this Board to sign documents relative thereto.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Ohio Department of Youth Services
Juvenile (file)

CAROLYN A. DUVELIUS
Chief Magistrate

ANTHONY BRIGANO
Court Administrator

JOSEPH W. KIRBY, JUDGE

Warren County Common Pleas Court
Probate Juvenile Division
900 Memorial Drive • Lebanon, Ohio 45036

JENNIFER A. COATNEY
ANDREW L. SIEVERS
Magistrates

JENNA SEITZ
Magistrate/Staff Attorney

10/11/18

Warren County Commissioners
406 Justice Drive
Lebanon, Ohio 45036

To Whom it May Concern:

Enclosed you will find the FY 2019 RECLAIM Grant Amendment #1 from the Warren County Juvenile Court. The original RECLAIM grant application was approved by you on May 24, 2018.

Documents included for the amendment are:

- Amendment Form/Fiscal Accountability, Attachment A, Page 1
- Attachment A, Page 2
- Budget Pages for Intensive Home Based Services program, and Carey Guides training
- Narrative for Intensive Home Based Services program.

The Court has terminated a contract with Child Focus who provided intensive home based/MDFT services due to they were unable to maintain staff (contract amount was \$152,004). A new contract has been signed with the agency Ohio Mentor to provide intensive home based services (contract amount is \$60,000). The new contract is a savings of \$92,004. As such our Reclaim grant has to be amended to reflect said change.

This amendment also adds training cost in the amount of \$7400.00 for a two day training to probation staff. This is an evidence based training that is being requested by the Department of Youth Services. With the addition of this cost the amount of money being spent is REDUCED by \$84604.00.

Please feel free to contact me if you have any questions or concerns. Thank you in advance for your time and consideration.

Sincerely,



Laura Schneckner M.A C.C.M
Chief Probation Officer
513-695-1615
Laura.schneckner@co.warren.oh.us

Probate Division
513.695.1181
513.695.2945 (Fax)

Juvenile Division
513.695.1160
513.695.2948 (fax)

Detention Center
513.695.1393
513.695.1394 (Fax)

Mary Haven
513.695.1366
513.695.1839 (fax)

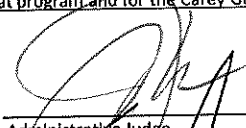
County: Warren
 FY: 2019
 Amendment # 1

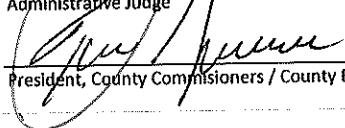
Prepared By: Laura Schnecker
 Phone # 513-695-1615
 Amendment Type: Realignment of Funds

Funding Category	Activity Purpose	Local Program Name	Current Budget	Adjustment (+/-)	Program Funding
Subsidy Grant	Behavioral Change Hybrid	Residential-Mary Haven Youth Center	\$ 537,616.40		\$ 537,616.40
Subsidy Grant	Skill Knowledge	Day School Treatment Program	\$ 156,289.45		\$ 156,289.45
Subsidy Grant	Support Activity Tracking	Truancy-Attend Service Coordination	\$ 50,000.00		\$ 50,000.00
Subsidy Grant	Skill Knowledge	Truancy Education Group	\$ 34,000.00		\$ 34,000.00
Subsidy Grant	Support Activity Admission	Clinical Assessments	\$ 10,000.00		\$ 10,000.00
Subsidy Grant	Support Activity Admission	Drug Testing	\$ 10,413.00		\$ 10,413.00
Subsidy Grant	Support Activity Admission	Detention Services	\$ 9,750.00		\$ 9,750.00
Subsidy Grant	Skill Knowledge	Parent Success	\$ 22,000.00		\$ 22,000.00
Subsidy Grant	Support Activity Tracking	GPS	\$ 8,004.00		\$ 8,004.00
Subsidy Grant	Skill Knowledge	Y.E.S. Program	\$ 2,250.00		\$ 2,250.00
Subsidy Grant	Behavioral Change	Intensive Home Based Services (MDFT)	\$ 152,004.00	\$ (92,004.00)	\$ 60,000.00
Subsidy Grant	Grant Administration	JDAI	\$ 15,000.00		\$ 15,000.00
Y/E EVB Program Development	Behavioral Change	Carey Guides Supervisor Training	\$ 5,500.00		\$ 5,500.00
Subsidy Grant	Behavioral Change	Carey Guides & BITS Training		\$ 7,400.00	\$ 7,400.00
		Total Program Costs	\$ 1,012,826.85	\$ (84,604.00)	\$ 928,222.85

Provide an explanation for the amendment and how it will impact the stated objectives in the Grant Agreement:
 Our Court had a contract with Child Focus for Intensive Home Based Services, specifically MDFT in the amount of \$152,004. Their agency was not able to keep a therapist so we terminated our contract with them. We located a new provider to provide Intensive Home Based Services, specifically Family Centered Treatment. This provider is Ohio Mentor and the contracted amount is for \$60,000 which is a savings of \$92,004. Due to these savings we would like to pay for the Carey Guides and BITS training for probation staff at our Court and other Juvenile Court's as well. The cost of the training is \$7400.00. A new narrative for Ohio Mentor is attached as well as budget pages for that program and for the Carey Guides training. With this amendment the amount of money being spent is reduced by \$84604.00.

Signatures:


 Administrative Judge Date 10-12-19


 President, County Commissioners / County Executive Date 10.23.19

Amendment Form / Fiscal Accountability
(To Replace Attachment A Page 1 of the Grant Agreement)

County: <u>Warren</u>	Amendment # <u>1</u>
Allocations	
FY 2019 Tentative Base Allocation (YSG/510)	(1A) \$ <u>287,394.00</u>
FY 2019 Tentative Variable Allocation (RECLAIM/401)	(2A) \$ <u>652,598.06</u>
FY 2019 Supplemental RECLAIM Allocation	(3A) \$ _____
FY 2019 Targeted RECLAIM Allocation	(4A) \$ _____
FY 2019 Competitive RECLAIM Allocation	(5A) \$ _____
FY 2019 JDAI Allocation	(6A) \$ _____
FY 2019 Y/E EVB Program Development Allocation	(7A) \$ _____
Allocations Subtotal	(A) \$ <u>939,992.06</u>
Tentative Carryover Balance as of 6/30/18 and Carryover Limit	
Subsidy Grant Carryover (YSG + RECLAIM)*	(1B) \$ <u>243,869.00</u>
Targeted RECLAIM Carryover	(2B) \$ _____
Competitive RECLAIM Carryover	(3B) \$ _____
JDAI Carryover	(4B) \$ <u>59,267.00</u>
Detention Alternatives and Enhancements Carryover	(5B) \$ _____
Y/E EVB Program Development Carryover (include any former HB-153 Funds)	(6B) \$ <u>5,500.00</u>
Tentative Carryover Subtotal	(B) \$ <u>308,636.00</u>
Carryover Limit (25% of Total FY 2017 RECLAIM and Youth Services Grant Allocations)	(C) \$ <u>211,870.17</u>
Exemptions	
Subsidy Grant Carryover Exemption (YSG + RECLAIM)*	(1D) \$ <u>31,998.83</u>
Targeted RECLAIM Exemption	(2D) \$ _____
Competitive RECLAIM Exemption (max 25% of Line 5A)	(3D) \$ _____
JDAI Exemption	(4D) \$ <u>59,267.00</u>
Detention Alternatives and Enhancements Exemption	(5D) \$ _____
Y/E EVB Program Development Exemption	(6D) \$ <u>5,500.00</u>
Total Exemptions	(D) \$ <u>96,765.83</u>
Withholdings	
Subsidy Grant (YSG + RECLAIM)*	(1E) \$ <u>182.83</u>
Targeted RECLAIM	(2E) \$ _____
Competitive RECLAIM	(3E) \$ _____
JDAI	(4E) \$ _____
Detention Alternatives and Enhancements	(5E) \$ _____
Y/E EVB Program Development	(6E) \$ _____
Withholding Estimate (to be withheld from FY 2019 payments)	(E) \$ <u>182.83</u>
Available Program Funds	
Subsidy Grant (YSG + RECLAIM)*	(1F) \$ <u>1,183,678.23</u>
Targeted RECLAIM	(2F) \$ _____
Competitive RECLAIM	(3F) \$ _____
JDAI	(4F) \$ <u>59,267.00</u>
Detention Alternatives and Enhancements	(5F) \$ _____
Y/E EVB Program Development	(6F) \$ <u>5,500.00</u>
Total Available FY 2019 Program Funds	(F) \$ <u>1,248,445.23</u>
Estimated Program Costs	
Subsidy Grant Estimated Program Costs (YSG & RECLAIM)*	(1G) \$ <u>907,722.85</u>
Targeted RECLAIM Estimated Program Costs	(2G) \$ _____
Competitive RECLAIM Estimated Program Costs	(3G) \$ _____
JDAI Estimated Program Costs	(4G) \$ <u>15,000.00</u>
Detention Alternatives and Enhancements Costs	(5G) \$ _____
Y/E EVB Program Development Costs	(6G) \$ <u>5,500.00</u>
Total Estimated Expenditures	(G) \$ <u>928,222.85</u>
Unallocated Funds	
Subsidy Grant Unallocated (YSG & RECLAIM)*	(1H) \$ <u>275,955.38</u>
Targeted RECLAIM Unallocated	(2H) \$ _____
Competitive RECLAIM Unallocated	(3H) \$ _____
JDAI Unallocated	(4H) \$ <u>44,267.00</u>
Detention Alternatives and Enhancements Unallocated	(5H) \$ _____
Y/E EVB Program Development Unallocated	(6H) \$ <u>0.00</u>
Total Unallocated Funds	(H) \$ <u>320,222.38</u>
* Supplemental Allocation included in RECLAIM amount	

SUBSIDY GRANT NARRATIVE
DUE JUNE 1, 2017 BY EMAIL TO LEANNE.SKEEN@DYS.OHIO.GOV

BEHAVIORAL CHANGE
INDIVIDUAL YOUTH TRACKING REQUIRED

BEHAVIORAL CHANGE PROGRAMS: RESEARCH SUPPORTED ACTIVITIES DESIGNED TO PREVENT PENETRATION/FURTHER PENETRATION INTO THE JUVENILE JUSTICE SYSTEM

REQUIREMENTS:

Behavioral Change Programs

- There are two categories of Behavioral Change Programs – **EvB** and **Hybrid**. Use the **EvB** designation if your behavioral change program is a model or evidenced-based program that is research-cited in at least one of the national registries of evidence-based programs like Crime Solutions, Blueprints, or SAMHSA. Use the **Hybrid** designation if your program is research-informed. These programs typically borrow from, or bundle research-cited programs modifying the developer(s) original model(s).
- Programs designated as **EvB** must adhere to the developers' program and quality assurances requirements.
- All **Hybrid** programs (typically homegrown) must develop and adhere to comparable program adherence expectations.
- Has pre-defined program completion expectations and measureable youth success outcomes minimally measured up to 12 months post program termination.
- **DYS** requires that all individual youth outcomes be locally maintained and electronically submitted.

PROGRAM INFORMATION

County Name	Warren County Juvenile Court	Projected Start Date	10/15/18
Local Program Name	Intensive Home Based Services		
Primary Service Location	Community	Activity Purpose	Behavioral Change Program
Domain of Interest (Check All That Apply)	<input checked="" type="checkbox"/> Juvenile Justice <input type="checkbox"/> Diversion <input checked="" type="checkbox"/> Behavioral Health <input type="checkbox"/> Human Trafficking		
Primary Intervention(s)	Family Centered Treatment		
Research Evidence	<input checked="" type="checkbox"/> EvB – Research Cited <input type="checkbox"/> Hybrid – Research Informed		
Research Source	NREPP and Ohio Evidence Based Clearinghouse		
Quality Assurance Provider	<input checked="" type="checkbox"/> Court <input type="checkbox"/> Contracted		

TARGET POPULATION

Sex	Males/Females	Offense Level	Status, Misdemeanor, Felony
Race/Ethnicity	All	Projected # Youth / Families to be Served	Youth/Families 10

Age Range	12-18	Average # of Direct Service Hours per Youth/ Family	Youth 100 Family 100
OYAS Risk Level(s) at Admission	All levels	Projected # of Completion Successes	Youth 8 Family 8
Screens and Assessments	The Court will complete an OYAS on each youth. Ohio Mentor completes a mental health assessment (which includes a mental status exam and lethality assessment), family assessment device, as well as a child and adolescent needs assessment.		

EXPECTED PROGRAM OUTCOMES

First Outcome:

85% of youth enrolled in this program will not be placed outside of a community setting for 12 months following completion of the program.

Second Outcome:

Additional Outcome:

Additional Outcome:

PROGRAM DESCRIPTION

Program Description to Include:

- 1.) The quantifiable purpose(s) for the program - short-term outcomes
- 2.) The target population should include how youth are admitted/referred, what the program does or the skills learned, as well as the domain of interest(s) targeted
- 3.) The length, frequency, and duration of services
- 4.) Measures of success - participant progress measures, QA, performance improvement mechanisms

1. The purpose of the program is to reduce the number of juveniles being placed outside of a community setting, improve functioning of juveniles in the community and in their homes.
2. Juveniles will be referred to the program by a probation officer after their case is staffed with the Chief Probation Officer. Once referred the referral will be reviewed for appropriateness by Ohio Mentor. Once the referral is received by Ohio Mentor, a clinician will reach out to the probation officer and the family within 24 hours to set up an intake and assessment session. The program will provide an intensive, structured family treatment approach to stabilize crisis, restructure the family functioning, and connect the family to community supports. The program utilizes a comprehensive approach to address trauma, mental health, family functioning, and community support needs.
3. Therapists spend 4-6 hours a week with the family, for a period of six months on average.
4. Each family will complete the Family Assessment Device to track their progress in treatment and overall changes in family functioning. This device is administered upon intake, 3 months into treatment, and again at discharge and measures general functioning, communication, behavior control, problem solving, affective responsiveness, and affective involvement. Participants will work with the therapist through a structured treatment model and therapist will document family progression in the areas of family functioning through the four phases of treatment. Individualized treatment goals are created at the beginning of treatment with specific, measurable goals, and the family and therapist measure and rate progress toward these goals upon discharge.

QUALITY ASSURANCE

Frequent and regular contact between Court Probation Officers and Ohio Mentor Clinicians will take place. This contact will include regular phone calls, team meetings, and at least monthly staffings where each case will be discussed. The Court will track each child that participates in this program for one year after completion to determine if they have been placed outside of a community setting.

PROGRAM CONTACT INFORMATION

Name, Title	Emiley Morton, Program Director
Agency	Ohio Mentor
Agency Address	1129 Miamisburg-Centerville Rd. Dayton, Oh 45449
Phone Number	859-559-3741
E-mail	Emiley.Morton@thementornetwork.com

QUALITY ASSURANCE CONTACT INFORMATION

Name, Title	Laura Schnecker, Chief Probation Officer
Agency	Warren County Juvenile Court
Agency Address	900 Memorial Dr. Lebanon, Oh 45036
Phone Number	513-695-1615
E-mail	Laura.schnecker@co.warren.oh.us

Purchased or Contract Services Budget Form

COUNTY: Warren

FUNDING CATEGORY: Subsidy Grant

Activity Purpose Behavioral Change

LOCAL PROGRAM / ACTIVITY NAME: Carey Guides & BITS training

<u>Agency Name/Individual (List all Providers by Name)</u>	<u>Public/ Private</u>	<u>Services to be provided</u>	<u>Quantity</u>	<u>Unit Costs</u>	<u>Total</u>
The Carey Group	Private	Carey Guides and BITS training	1	\$ 7,000.00	\$ 7,000.00
TBD	Private	Lunches for participants	1	\$ 300.00	\$ 300.00
TBD	Private	Water/Coffee for Participants	1	\$ 100.00	\$ 100.00
Total Purchased or Contract Services					\$ 7,400.00

Note: If the services to be provided are out-of-home placement, the facilities must either be approved by the Department of Youth Services per the minimum standards or licensed by the authorized state agency.

Resolution

Number 18-1643

Adopted Date October 23, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR THE IMMEDIATE REPAIR TO AN UNDERGROUND DRAIN PIPE AT JUVENILE DETENTION

WHEREAS, the underground drain pipe that services the kitchen and restrooms at 900 Memorial Drive (Juvenile Detention Center) is in need of immediate repair; and

NOW THEREFORE BE IT RESOLVED, to authorize the immediate repair of the underground drain pipe; and

BE IT FURTHER RESOLVED, to approve purchase order #25430 to CME Services in the amount of \$34,750.00 for said repair; and

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Facilities Management (file)

Resolution

Number 18-1644

Adopted Date October 23, 2018

DECLARE AN EMERGENCY AND WAIVE COMPETITIVE BIDDING FOR REPAIRS TO THE GENERATORS AT ZOAR AND GOOSE CREEK TOWERS

WHEREAS, on October 8, 2018 it was brought to the attention of Telecommunications that the generators located at Zoar and Goose Creek Towers are in need of a repair to the cooling systems; and

WHEREAS, the generators are necessary to the operation of the equipment at Zoar and Goose Creek Towers

NOW THEREFORE BE IT RESOLVED, to authorize the repair of the generators at Zoar and Goose Creek Towers; and

BE IT FURTHER RESOLVED, to approve purchase order 25495 in the estimated amount of \$2,620.02 to Buckeye Power Sales.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor 
Telecom

Resolution

Number 18-1645

Adopted Date October 23, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY RELATIVE TO THE FY 2018 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into a Cooperation Agreement with the Interfaith Hospitality Network of Warren County relative to the FY 2018 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Interfaith Hospitality Network
OGA (File)
Interfaith Hospitality Network

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 23rd day of October, 2018, by and between the Interfaith Hospitality Network of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 23rd day of October, 2018 (hereinafter referred to as "IHN"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 18-1645, adopted by its Board of County Commissioners on the 23rd day of October, 2018 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the IHN for calendar year 2018, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2018 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, IHN has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

I. PERMISSION TO CARRY OUT PROJECT

IHN grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, IHN shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by IHN throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$68,660.00 of their allocation from the FY 2018 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to IHN by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) IHN shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, IHN and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by IHN.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by IHN;

- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by IHN.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2018 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for IHN.

V. CONTINUED OWNERSHIP AND MAINTENANCE

IHN agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

IHN agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. IHN shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

IHN shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII PROJECT REPRESENTATIVES

The County and IHN shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Interfaith Hospitality Network
of Warren County:

IX. INTERFAITH HOSPITALITY NETWORK PARTICIPATION

IHN, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and IHN, the County shall have final authority in project administration.

IHN Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting IHN's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;

- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.
- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of IHN to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

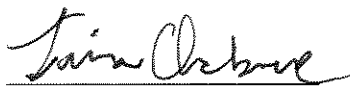
X. OTHER LAWS AND REGULATIONS

Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, IHN agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

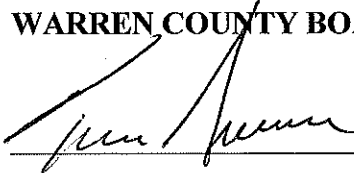
IHN hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of IHN's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, IHN and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

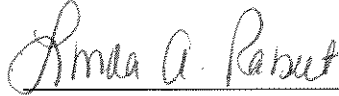
ATTEST: **WARREN COUNTY BOARD OF COMMISSIONERS**



Tina Osborne, Clerk

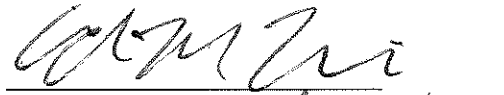


ATTEST: **INTERFAITH HOSPITALITY NETWORK OF WARREN COUNTY**



ED

Approved as to form:


~~Keith Anderson~~ Adam Nice
Assistant County Prosecutor

Resolution

Number 18-1646

Adopted Date October 23, 2018

APPROVE AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO ENTER INTO A COOPERATION AGREEMENT WITH THE ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY RELATIVE TO THE FY 2018 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

BE IT RESOLVED, to approve and authorize the President and/or Vice President of this Board to enter into a Cooperation Agreement with the Abuse and Rape Crisis Shelter of Warren County relative to the FY 2018 Community Development Block Grant Entitlement Program, as attached hereto and made a part hereof; said Agreement to be effective upon execution.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Abuse & Rape Crisis Shelter
OGA (File)
Abuse & Rape Crisis Shelter

**CDBG COOPERATION AGREEMENT
FOR NON-PROFIT CORPORATIONS**

This Agreement made and entered into this 23rd day of Oct., 2018, by and between the Abuse and Rape Crisis Shelter of Warren County, by its Chief Executive Officer, duly authorized by their Resolution/Ordinance, passed by its Board on the 23rd day of Oct., 20 (hereinafter referred to as "ARCS"), and COUNTY OF WARREN, OHIO, duly authorized by Resolution No. 18-1646, adopted by its Board of County Commissioners on the 23rd day of Oct., 2018 (hereinafter referred to as "County").

Warren County intends to assist in the operation of the ARCS for calendar year 2018, hereinafter referred to as "Project".

WITNESSETH:

WHEREAS, the County has received funding from the U.S. Department of Housing & Urban Development (HUD) through the FY 2018 Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, ARCS has submitted a request to the County setting forth the proposed Project, and the County and HUD have approved said proposal; and

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

I. PERMISSION TO CARRY OUT PROJECT

ARCS grants permission to the County, pursuant to Ohio Revised Code Section 153.61 and/or 307.15, to carry out all activities necessary for the execution of this agreement and the County shall have authority over any and all details of the construction, acquisition, and/or improvements of the Project, including advertising for bids and the award of any construction or improvement contract.

II. OWNERSHIP OF PROJECT IMPROVEMENTS/PROPERTY

Upon commencement of a substantial portion of the project improvements, ARCS shall have and assume ownership of such improvements, materials, etc. associated with the Project, not otherwise remaining under ownership of the contractor(s) as specified in the project contract(s). Any property acquired or improved shall be owned and held by ARCS throughout the course of this CDBG Program as well as after Project completion.

III. PROJECT BUDGET AND USE OF FUNDS

Warren County has budgeted \$42,000.00 of their allocation from the FY 2018 CDBG Entitlement Program for the purpose of carrying out the Project as described herein, subject to all rules and regulations of the CDBG Program. The County retains the authority to revise the budget amount as indicated by the provisions of this agreement or as otherwise becomes necessary. The County is not expected nor obligated in any respect to expend any other County funds on the Project.

It is understood that funding provided to ARCS by the County to carry out the project is contingent upon CDBG funding being available to the County through HUD. Should, at any time, said funds not be available to the County, the County may terminate the Project and cancel this Agreement.

The following guidelines express the intent of the County regarding the use of CDBG funds for the Project; however, the County retains the authority to deviate from such guidelines if necessary:

- (a) ARCS shall be invited and encouraged to submit a detailed project description, plans, drawings, and bid specifications for all separable components of the Project improvements as set forth herein, along with a priority ranking for each,
- (b) The County may, at its discretion, enter into engineering, architectural, and/or related contract(s) to review, refine and/or supplement such project description, plans, drawings and bid specifications; the costs of such services and the costs of any other related project services, including supervision and inspection, shall be allocated to and deductible from the Project budget amount as set forth in Section III. In the case where the nature of the project clearly requires that such professional design services are needed, ARCS and County shall cooperate to assure that such services are provided, and the plans, drawings, specifications, etc., thus produced shall become the basic bid documents subject to approval by ARCS.
- (c) The County shall advertise and/or negotiate for bids according to Project specifications and/or separable components thereof and shall attempt to fund all or as large a portion of the total Project as possible within the project remaining Project budget amount;
- (d) In the event that all Project improvements, or a substantial and reasonable portion thereof, cannot be completed within the budget amount, the County will not enter into a contract(s) to carry out the Project unless additional funds become available as described in Section IV or are provided by ARCS;

- (e) In the event the County enters into a contract(s) for Project improvements within the (projected remaining) Project budget amount, and subsequent change orders/ contract amendments are requested by the contractor(s) which would cause the total Project cost to exceed the (projected remaining) budget, the County may disapprove such changes or terminate the contract(s), whichever it deems more reasonable, unless additional funds become available as described in Section IV or are provided by ARCS.

IV. REMAINING FUNDS

Upon completion of all Project improvements or a substantial portion thereof, meeting the intent of the Project, the County shall make a determination as to the proposed use of any funds remaining in the Project budget. Such determination shall give consideration to other County FY 2018 Community Development Block Grant projects needing additional funds to meet the intent of such project(s). Such determination may also give consideration to the possibility of funding additional projects eligible for, but not included in, the County CDBG Program, as well as the possibility of funding additional related projects for ARCS.

V. CONTINUED OWNERSHIP AND MAINTENANCE

ARCS agrees to retain ownership of and provide reasonable maintenance of the Project improvements following completion of Project activities funded under the CDBG Program.

VI. DISCRIMINATION PROHIBITED

ARCS agrees to prohibit discrimination in the use of, or benefits from, the Project improvements on the basis of race, color, national origin, sex, age, religion, family status, or handicap in accord with Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, and CDBG regulations 570.900 and 570.907. ARCS shall also cooperate with the County in providing records of program beneficiaries, when necessary.

VII. RELEASE FROM LIABILITY

ARCS shall not hold the County liable for any damages incurred as a result of the activities undertaken in providing or carrying out the Project under the CDBG Program. However, this provision shall not relieve any contractor employed by the County of any possible liability as might be incurred through his or her contract.

VIII PROJECT REPRESENTATIVES

The County and ARCS shall each designate a Project Representative, who shall represent their respective entity in all matters pertaining to the administration of the Project, including those activities set forth in Section IX. Said representatives shall cooperate to the fullest extent possible to expedite the administration of the Project and to communicate the interests and decisions of their respective entity. Project Representatives are:

Warren County: Susanne Mason, Program Manager
Warren County Office of Grants Administration
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1259

Abuse and Rape Crisis Shelter
of Warren County:

IX. ABUSE & RAPE CRISIS SHELTER PARTICIPATION

ARCS, through its Project Representative, is invited and encouraged to participate in certain actions and/or decisions pertaining to the Project, as set forth below. It shall be understood, however, that in the event of any irreconcilable differences between the County and ARCS, the County shall have final authority in project administration.

ARCS Project Representative is invited and encouraged to:

- (a) Submit a detailed project description, plans, drawings and bid specifications for all separable components of the proposed project improvements along with a priority ranking for each;
- (b) Obtain all necessary local and state construction and improvement permits that are to be required of the contractor(s);
- (c) Submit proposed project improvement contract provisions setting forth contractor liabilities for damages, special working hour limitations, or any other reasonable provisions protecting ARCS's property or interests;
- (d) Participate in or designate an additional person to participate in and accept the responsibility for the supervision, inspection, and approval of the

progress of the project improvements, submitting reasonable documentation of such activities and contract compliance by the contractor;

- (e) Review and recommend approval or denial of any proposed change orders or amendments to the contract(s) in progress.

- (f) Present a plan for the utilization and timing of any volunteer construction activities, site preparation or clean-up, donation of materials, or similar efforts in support of the completion of the project and/or the reduction of project costs. Such plan, upon approval by the County and after careful review to determine compatibility with appropriate federal and state regulations, shall become the responsibility of ARCS to implement in a timely manner. Failure to implement or a major delay in implementation could result in cancellation or modification of the Project by the County.

X. OTHER LAWS AND REGULATIONS

Although it is the intent of this Agreement that the County will attempt to assume full responsibility for the administration of the CDBG Project improvements set forth herein, ARCS agrees to comply with any and all CDBG Program regulations and local, state and federal laws, even though not specifically set forth in this Agreement, which the County cannot fulfill through its own authority or actions.

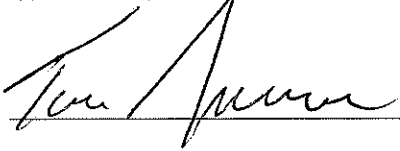
ARCS hereby agrees to indemnify the County, its agents, officers, and employees by reason of any finding for recovery made by the Auditor of State and/or U.S. Department of Housing & Urban Development by virtue of ARCS's failure to follow said CDBG Program regulations and local, state and federal laws.

IN WITNESS WHEREOF, ARCS and the County have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST:

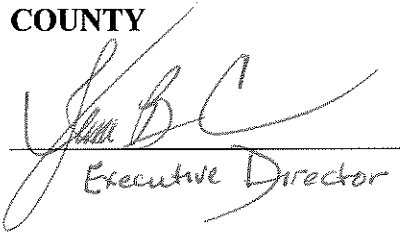
WARREN COUNTY BOARD OF COMMISSIONERS


Tina Osborne, Clerk




ATTEST:

ABUSE AND RAPE CRISIS SHELTER OF WARREN COUNTY


Executive Director

Approved as to form:


~~Keith Anderson~~ Adam Nice
Assistant County Prosecutor

Resolution

Number 18-1647

Adopted Date October 23, 2018

APPROVE AMENDMENT #3 TO THE WARREN COUNTY AGREEMENT WITH UNIVERSAL TRANSPORTATION SYSTEMS, LLC AND AUTHORIZE THE PRESIDENT AND/OR VICE PRESIDENT OF THIS BOARD TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, Warren County has entered into a grant agreement with Universal Transportation System, LLC through Resolution #15-1650, for the operation of Warren County Transit Service; and

WHEREAS, the County desires to amend the contract to extend its duration and level of funding; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment #3 with Universal Transportation System, LLC and authorize the President and/or Vice President of this Board to sign documents relative thereto, as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a – Universal Transportation Systems LLC
OGA (file)
Transit (file)

**AMENDMENT #3
TO CONTRACT FOR
TRANSPORTATION SERVICES**

Amendment to the contract dated October 20, 2015, Resolution # 15-1650, for the operation of the Warren County Transit System (WCTS):

By and between the County:

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

and the Service Provider:

Universal Transportation Systems LLC
DBA UTS
5284 Winton Road
Fairfield, OH 45014

Amend **SECTION 4. PROJECT DURATION** to read as follows:

SECTION 4. PROJECT DURATION. The Service Provider shall commence and carry on the Project beginning January 1, 2019 and ending December 31, 2019 with renewal options for one (1) additional one year period, upon mutual agreement of Service Provider and County, as authorized by ODOT and FTA and in accordance with the standards and guidelines established by the County. Hourly rates for the 4th and 5th years of the contract will be indexed to the annual "All Items" Consumer Price Index (CPI) for "Cincinnati-Hamilton, OH-KY-IN" as calculated by the Bureau of Labor Statistics" for the previous calendar year. Under no circumstances shall the hourly rate increase for any single year exceed three (3) percent over the previous year's hourly rate. See Attachment A for CPI data.

Amend **SECTION 5. LEVEL OF FUNDING** to read as follows:

The Service Provider shall provide services under this contract for costs, in accordance with the Services Provider's budget, incorporated herewith by reference, in an amount not to exceed \$915,000.00 for gross operations and administrative costs. The not to exceed amount may be exceeded with prior written approval of County. Service Provider shall not be required to provide service if no funding is available.

It is understood that funding provided to the Service Provider by the County is contingent upon a sufficient level of funding being available to the County through FTA and ODOT. Should, at any time, sufficient Federal and/or State funds not be available to the County for the operations of rural public transportation services, the County may suspend or terminate the Project and cancel this contract as stipulated in Section 28 TERMINATION. In the event the Agreement is terminated by County, Service Provider shall be paid for services provided through the date of termination.

Amend **SECTION 7. COMPENSATION** to read as follows:

The Service Provider shall submit properly documented invoices, not more than once a month

based on vehicle hours of service. The vehicle hourly rate shall be \$29.51, not to exceed 30,498 vehicle hours. After reviewing and verifying invoices, the County will process said invoices and remit payment within thirty (30) days, contingent on the availability of federal, state and/or local funds. Service Provider may cease to provide services under this Agreement should County fail to compensate Service Provider for services rendered. The provisions of the preceding paragraph shall apply to compensation owed to Service Provider.

A "Vehicle Hour" is defined as, "from the time the vehicle picks up the first passenger until the time the vehicle drops off their last passenger, excluding any scheduled lunch breaks".

PAYMENT TERMS. County shall pay Service Provider within 30 days of receipt of Service Provider's invoice.

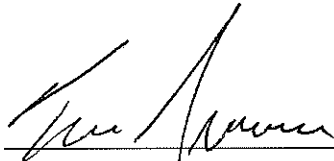
DISPUTED INVOICES. In the event County disputes any portion of Service Provider's invoice, County shall notify Service Provider in writing within fourteen (14) days of receipt of Service Provider's invoice. County shall pay the undisputed portion of the invoice within thirty (30) days of receipt of Service Provider's invoice.

DISPUTE RESOLUTION. Service Provider and County shall meet within fourteen (14) days of Service Provider's receipt of County's notice of a disputed invoice to negotiate a resolution to the dispute. In the event Service Provider and County cannot resolve the dispute through negotiation, the dispute will be resolved in accordance with Section 31 (below).

This Amendment agreed to by:

Warren County Board of Commissioners

Universal Transportation Systems LLC






Date 10-23-18

Date 9/21/18

Approved as to form:



~~Keith Anderson~~ Adam Nice
Assistant County Prosecutor

ATTACHMENT A
CPI DATA

Consumer Price Index, Cincinnati-Hamilton — Second Half 2017 : Midwest Information Office : U.S. Bureau of Labor Statistics

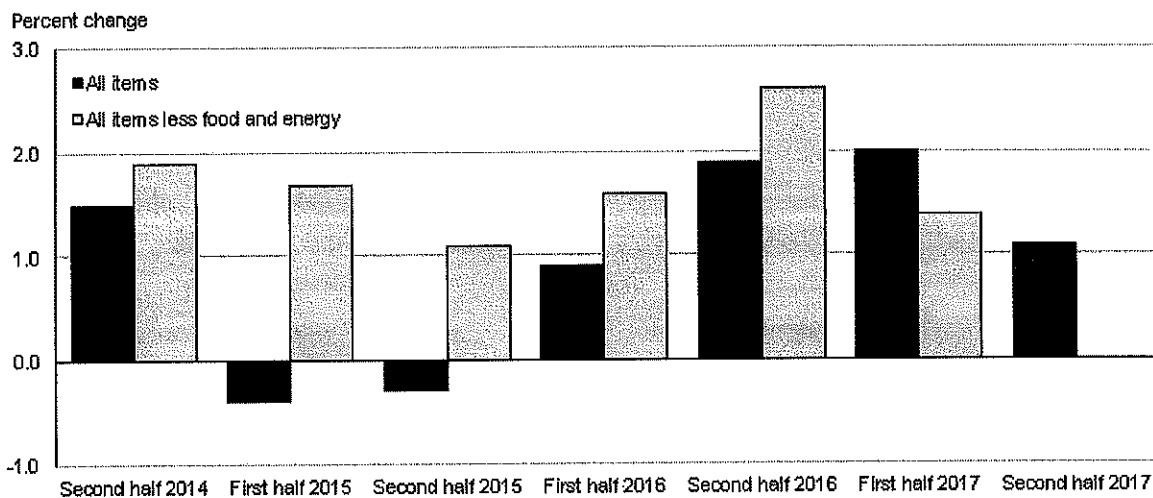
News Release Information

18-21-CHI
Friday, January 12, 2018

Local prices up 1.1 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) in the Cincinnati-Hamilton area increased 1.1 percent from the second half of 2016 to the second half of 2017, the U.S. Bureau of Labor Statistics reported today. Assistant Commissioner for Regional Operations Charlene Peiffer noted that energy prices were 11.7 percent higher compared to the second half of 2016, and food prices were up 2.0 percent. The index for all items less food and energy was unchanged over the year. (See [chart 1.](#))

Chart 1. Over-the-year percent change in CPI-U, Cincinnati, second half 2014–second half 2017



Source: U.S. Bureau of Labor Statistics.

Food

Food prices over the year increased 2.0 percent as the index for food at home (grocery) rose 2.3 percent and the index for food eaten away from home (restaurant, cafeteria, and vending purchases) was up 1.5 percent. In the previous annual period (second half 2015 to second half 2016), food prices were down 0.6 percent in the Cincinnati area.

Energy

Costs for electricity rose 20.3 percent, and gasoline prices were 7.3 percent higher from their second half 2016 levels, contributing to the 11.7-percent increase in energy prices over the year. Utility (piped) gas service costs, on the other hand, were down 0.2 percent compared to their second half 2016 levels. In the previous annual period, energy costs

had risen 0.9 percent.

All items less food and energy

The all items less food and energy index was unchanged over the year. Shelter costs were up 0.6 percent, while medical care prices were down 1.5 percent.

Consumer Price Index Geographic Revision for 2018

In January 2018, BLS will introduce a new geographic area sample for the Consumer Price Index (CPI). As part of the new sample, the index for this area will be discontinued. Additional information on the geographic revision is available at: <https://www.bls.gov/cpi/additional-resources/geographic-revision-2018.htm>.

Cincinnati Electricity Index

Some incorrect prices for electricity in the Cincinnati area were used in calculating index values from November 2015 through November 2017. Correct prices were used in calculating December 2017 index values. Past indexes computed using the incorrect prices are not being corrected, which may affect the interpretation of the December 2017 index value and percent changes relative to past values for the Cincinnati metropolitan area, the Midwest Census Region, and Midwest size class A cities.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 89 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 28 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 6,000 housing units and approximately 24,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at www.bls.gov/opub/hom/pdf/homch17.pdf.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local

indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **Note: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Cincinnati-Hamilton, Ohio-Ky.-Ind.** consolidated area covered in this release is comprised of Dearborn and Ohio Counties in Indiana; Boone, Campbell, Gallatin, Grant, Kenton, and Pendleton Counties in Kentucky; and Brown, Butler, Clermont, Hamilton and Warren Counties in Ohio.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes for semiannual averages and percent changes for selected periods
Cincinnati-Hamilton, OH-KY-IN (1982-84=100 unless otherwise noted)

Item and Group	Semiannual average indexes			Percent change to 2nd half 2017 from-	
	2nd half 2016	1st half 2017	2nd half 2017	2nd half 2016	1st half 2017
Expenditure category					
All items	227.927	229.335	230.427	1.1	0.5
All items (1967=100)	705.255	709.613	712.993	-	-
Food and beverages	219.781	222.185	223.662	1.8	0.7
Food	216.196	218.607	220.452	2.0	0.8
Food at home	206.539	208.620	211.336	2.3	1.3
Food away from home	234.263	237.227	237.715	1.5	0.2
Alcoholic beverages	249.569	251.743	248.809	-0.3	-1.2
Housing	212.323	214.645	216.093	1.8	0.7
Shelter	243.841	244.930	245.219	0.6	0.1
Rent of primary residence	249.311	253.270	258.350	3.6	2.0
Owners' equiv. rent of residences	245.297	245.519	245.728	0.2	0.1
Owners' equiv. rent of primary residence	245.297	245.519	245.728	0.2	0.1
Fuels and utilities	231.635	246.023	260.508	12.5	5.9
Household energy	192.717	207.745	223.315	15.9	7.5
Energy services	199.184	215.235	231.531	16.2	7.6
Electricity	205.313	225.254	246.982	20.3	9.6
Utility (piped) gas service	172.189	174.500	171.791	-0.2	-1.6
Household furnishings and operations	115.082	115.173	113.668	-1.2	-1.3
Apparel	151.042	152.430	149.102	-1.3	-2.2
Transportation	198.321	199.292	200.059	0.9	0.4

- Data not available.

Note: Data not seasonally adjusted.

Item and Group	Semiannual average indexes			Percent change to 2nd half 2017 from-	
	2nd half 2016	1st half 2017	2nd half 2017	2nd half 2016	1st half 2017
Private transportation	195.197	196.112	197.335	1.1	0.6
Motor fuel	215.459	221.277	231.292	7.3	4.5
Gasoline (all types)	214.872	220.619	230.562	7.3	4.5
Gasoline, unleaded regular	218.077	224.035	234.438	7.5	4.6
Gasoline, unleaded midgrade	219.556	224.537	234.456	6.8	4.4
Gasoline, unleaded premium	210.113	214.841	220.872	5.1	2.8
Medical care	508.081	504.187	500.561	-1.5	-0.7
Recreation	132.442	132.641	134.785	1.8	1.6
Education and communication	129.374	128.533	129.878	0.4	1.0
Other goods and services	498.211	501.138	505.236	1.4	0.8
Commodity and service group					
All items	227.927	229.335	230.427	1.1	0.5
Commodities	176.784	176.992	176.737	0.0	-0.1
Commodities less food & beverages	154.320	153.602	152.625	-1.1	-0.6
Nondurables less food & beverages	194.868	195.779	196.893	1.0	0.6
Durables	116.238	114.286	111.730	-3.9	-2.2
Services	282.204	284.904	287.448	1.9	0.9
Special aggregate indexes					
All items less medical care	215.034	216.685	217.993	1.4	0.6
All items less shelter	223.792	225.341	226.762	1.3	0.6
Commodities less food	158.032	157.404	156.361	-1.1	-0.7
Nondurables	208.471	210.116	211.416	1.4	0.6
Nondurables less food	199.400	200.402	201.241	0.9	0.4
Services less rent of shelter	334.462	339.296	344.806	3.1	1.6
Services less medical care services	264.203	267.182	270.033	2.2	1.1
Energy	205.585	216.459	229.597	11.7	6.1
All items less energy	233.397	233.996	234.046	0.3	0.0
All items less food and energy	238.029	238.283	237.990	0.0	-0.1

- Data not available.

Note: Data not seasonally adjusted.

Last Modified Date: Friday, January 12, 2018

Resolution

Number 18-1648

Adopted Date October 23, 2018

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT BY AND BETWEEN ENVIRONMENTAL EDUCATORS INC. AND THE BOARD OF WARREN COUNTY COMMISSIONERS RELEVANT TO THE WARREN COUNTY SOLID WASTE MANAGEMENT DISTRICT'S EDUCATIONAL PROGRAM

BE IT RESOLVED, to approve and authorize the president of the Board of County Commissioners to enter into a Professional Service Agreement by and between Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066, and this Board of Warren County Commissioners relevant to the Warren County Solid Waste Management District's Education Program, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—Environmental Educators (Suzanne Geisler)
Solid Waste District (file)
Water/Sewer (file)

CONSULTANT AGREEMENT

by and between

ENVIRONMENTAL EDUCATORS, Inc.

and the

WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

This Agreement entered into the date stated below, by and between the Warren County Board of County Commissioners, on behalf of the Warren County Solid Waste Management District, 406 Justice Drive, Lebanon, OH 45036, herein after called the "Board" and Environmental Educators Inc., 10 Cherry Street, Springboro, OH 45066 hereinafter called the "Consultant".

WHEREAS, the Board, in keeping with the approved Solid Waste Plan desires to enter into an Agreement with the Consultant for said service; and

WHEREAS, Suzanne Geisler, "Consultant" does provide professional services in the area of educational programs for integrated solid waste management; and

NOW, therefore, be it agreed by and between the parties hereto as follows:

I. Scope of Service

1. Consultant agrees to perform the educational services for the District under the direction of the Warren County Solid Waste Management District's Director and the Warren County Office of Education County Superintendent's designee.
2. The Consultant shall perform work to complete presentations and activities for teachers and students in the Warren County Schools, Land Lab, Warren County Fair, Camps, specials interest groups, and any other activity determined necessary by the Solid Waste District Director.
3. The Consultant shall prepare written fact sheets, brochures and compose information to be displayed on the County's web site. This information shall address solid waste management for the residents and business located in Warren County.
4. The Consultant shall provide the District with an updated written schedule of presentations each Monday morning. In the event of cancellation or rescheduling during the current week, the Consultant will notify the District Director or their designee to update the schedule.
5. Subject matter and content of the presentations shall address solid waste management and shall be subject to review and approval of the District's Director.

II. Terms of Agreement

1. The Agreement shall commence January 1, 2019 and terminate December 31, 2019 or upon expenditure of available funds, or which ever occurs first.

III. Compensation

1. The Consultant shall be compensated in an amount not to exceed Ten thousand three hundred dollars (\$10,300.00) for work listed in the scope of services. Consultant shall invoice the District on a monthly basis for the hours worked. The hourly rate for the Consultant shall be fifty dollars and twenty-five cents (\$50.25) per hour. Consultant shall be responsible for travel to the locations of the presentations or activities.

IV. Responsibly of the Board

1. The District shall provide the Consultant with work space, office supplies, mailing service, telephone access, fax access, computer, e-mail, use of copy machine, and educational materials supplies necessary to perform lessons, presentations, and activities.
2. The District shall provide funding for the educational specialist to attend approved workshops and training seminars. The funding provided by the District for the Consultant to attend the workshops or training seminars shall include lodging, meals, fees and other related expenses as approved by the District Director. The District Director, prior to the sessions, must authorize approval for the workshops or training seminars.
3. The District Director may authorize the Consultant to participate in any other activity that is related to solid waste management or education and will benefit the interests of the District.

V. Reporting

1. The Consultant shall work cooperatively with the Board, Warren County Solid Waste Management District Staff, and Office of Education and upon request, the Consultant will provide appropriate reporting regarding educational activities listed in the scope of service.

VI. Agreement Modification

1. This Agreement may be modified upon mutual and written consent of both parties.

VII. Termination of the Agreement

1. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Consultant shall violate any of the covenants of agreements thereof, or at the discretion of the Board, the Board may upon written notice to the Consultant terminate the rights of the Consultant to proceed under this Agreement. In the event of such termination, any reports or information prepared by the Consultant under this Agreement shall, at the option of the Board, become its property within thirty (30) days of receipt of said written notice. The Consultant shall forward the reports and information to the Warren County Solid Waste District and the Consultant shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Board.
2. The obligation to provide services under this Agreement may be terminated by the Consultant upon thirty (30) days written notice to the Board in the event of substantial failure by the Board to perform in accordance with the terms hereof through no fault of the Consultant.

VIII. Notices

1. Any and all notices of intent to modify or terminate this Agreement by the Consultant shall be mailed to:

Warren County Board of County Commissioners
Clerk to the Board of County Commissioners
406 Justice Drive
Lebanon, OH 45036

2. Any and all notices of intent to modify or terminate this Agreement by the Board shall be mailed to:

Environmental Educators Inc.
Suzanne Geisler, CEO
10 Cherry Street
Springboro, OH 45066

IX. Hold Harmless/Indemnification

1. The Consultant will defend, indemnify, protect, and save the Board 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 Consultant, its agents, employees, licensees, contractors, or subcontractors; (b) the failure of the consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement; and (c) the intentional misconduct of the Consultant, its agents, employees, licensees, contractors, or subcontractors that result in injury to persons or damage to property.

X. Relationship of Parties

1. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. No employer and employee relationship is created by this Agreement and the Consultant and its employees and subcontractors shall be estopped from asserting any employment rights or benefits relating thereto.

XI. Agreement Expiration

1. This Agreement shall expire on December 31, 2019 or upon expenditure of funds, or which ever occurs first; however, this Agreement may be extended by mutual and written consent of both parties.

XI. Execution

1. IN EXECUTION WHEREOF, Suzanne Geisler, the Consultant herein, has set her hand to this Agreement on the date stated below, after having read this Agreement in its entirety, understanding the legal obligations therein.

**CONSULTANT
ENVIRONMENTAL EDUCATORS Inc.**

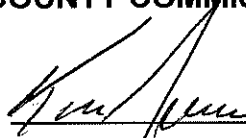
SIGNATURE: *Suzanne Geisler*

PRINTED NAME: Suzanne Geisler, Chief Executive Officer

DATE: 9/28/18

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this Agreement to be executed on the date stated below by Tom Grossmann, its President, in accordance with Resolution No. 10-1690, dated 10.23.18.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 


PRINTED NAME: Tom Grossmann

TITLE: President

DATE: 10.23.18

Approved as to form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: ~~Keith Anderson~~, Assistant Prosecutor
Adam Nice

Resolution

Number 18-1649

Adopted Date October 23, 2018

AUTHORIZE PRESIDENT OF BOARD TO SIGN THE TASK COMPLETION REPORTS 61, 71, AND 106 BETWEEN TRITECH SOFTWARE SYSTEMS AND 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 Reports 61, 71, and 106; and

NOW THEREFORE BE IT RESOLVED, to authorize President of the Board to sign the TriTech Software Systems Task Completion Reports 61, 71, and 106, as attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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



Warren County Sales Order 6395 Task Completion Report 61

Effective Date: 03/21/2018

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: CAD premise and caution notes review

Resources: William Haladay and Brad Holdegraver TriTech

Client has had the opportunity to review the Premise and Caution notes uploaded to their system.

On October 13, 2017 William Haladay with TriTech posed questions to Paul Bernard, with Warren Co, in reviewing the data sample. Below are the responses to those questions provided on March 7, 2018.

PREMISES:

Premise Code: We are find with the WCXXX sequential number convention you provided.

Premise Name: We accept adding the street address to duplicate premise names as provided.

Location Type: We duplicated the class column in the spread sheet into the Location Types in Inform CAD. They should match already.

Address: We request that you remove all objects that do not contain an address. We believe all of these will become address points in Inform CAD and do not need to be a premise. I left them in the spread sheet in case you wanted to redo the unique numbering system.

Premise Contacts: Yes, your assumption is correct. We understand we will have to manually pull contact data out of comments.

Premise Comments: Yes, we are fine with combining the comments in Tab A, Emergency Contacts. We do not want to use Tab Z LZ Coordinates in this conversion. You can delete that tab.

Write to Incident Comments: We were not aware this was possible in premises. We would like to enable this feature but not default any premise records at this time. We could possibly want HazMat information in premises to be written to comments.

Geoverification: We understand that we will need to verify multiple matches.

CAUTION NOTES:

Caution Note Source: We request to put all source records as Telecom for now.

Caution Note Priority: We request that you default all priority records to Medium for now.

Caution Note Category: The tab names are configured in the popup list utility.

Caution Note Text Length: We are fine with the algorithm to truncate text.

Caution Note Source Data: All tabs should be used as caution notes except Tab Z LZ Coordinates. You can remove that tab.

Write to Incident Comments: Yes, please enable this flag by default.

Caution Note Source Data: Correct, please ignore Tab's C, D, and E. They were only used to modify the response plan at an address which will now be done in the Premise Utility under Resp Plan.

Client agrees that structure is correct and that integrity of data is the responsibility of the client.

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: <u>Tom Grossmann</u>	
	Signature: <u>[Signature]</u>	Date: <u>10.23.18</u>
TriTech Project Manager	Print Name: <u>Jameson Gartner</u>	
	Signature: <u>[Signature]</u>	Date: <u>03/21/2018</u>



Warren County Sales Order 6395 Task Completion Report 71

Effective Date: 04/23/2018

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: Approval OSD-OSD Warren County Ohio Crash Reporting Publisher Interface - Version 2.0

Document: OSD Warren County Ohio Crash Reporting Publisher Interface - Version 2.0

Client has reviewed above document and approves content for development of interface

- ACKNOWLEDGES NEW STATE REQUIREMENT DUE 01-2019. (13)

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:** Tom Grossmann

Signature: 

Date: 10-23-18

TriTech Project Manager **Print Name:** Jameson Gartner

Signature: 

Date: 04/23/2018



Warren County Sales Order 6395 Task Completion Report 106

Effective Date: 08/31/2018

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: Warren Co 6395—MCC7500 initial connection and tone test

Document(s): OSD-6395 (Warren County Motorola MCC 7500 and CADI) TriTech Radio Interface v2

On August 31, 2018 Warren Co and TriTech successfully completed the initial connection test between Inform CAD and Custom MCC7500 Interface. Additionally a test tone was successfully sent.

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:

Date: 10.23.18

TriTech Project Manager

Print Name: Jameson Gartner

Signature:

Date: 08/31/2018

Resolution

Number 18-1650

Adopted Date October 23, 2018

AUTHORIZE THE BOARD TO ENTER INTO AGREEMENT WITH OARNET ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Warren County Telecommunications desires renewal of VMware Maintenance and Support per documentation attached herein;

NOW THEREFORE BE IT RESOLVED, to authorize the Board to enter into Agreement with Oarnet on behalf of Warren County Telecommunications as attached hereto and a part hereof.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Oarnet
Telecom (file)



TO: Gary Estes
Deputy Director
Warren County Telecommunications
406 Justice Drive
Lebanon, OH 45036

FROM: Emmalee Amundson
Business Relationship Manager
1224 Kinnear Rd
Columbus, OH 43212

EMAIL: gary.estes@wcoh.net

EMAIL: eamundson@oar.net

WEB: www.oar.net

PHONE: (513) 695-1810 FAX:

PHONE: (614) 292-7293

FAX: (614) 292-9390

TERMS: OARnet-VMware ELA
Remit to: The Ohio State University - OARnet
1224 Kinnear Rd, Columbus, Ohio 43212
Payment Terms: Net 30 (On Approved Credit)
Credit Cards: VISA/MasterCard/AMEX/DISCOVER

QUOTE NO: 10670501
QUOTE DATE: 10/10/2018
QUOTE EXPIRES: 11/09/2018

TOTAL QUOTE: \$19,364.79

*PLEASE SEE QUOTE TERMS BELOW FOR MORE INFORMATION

LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
1	VCS6-STD-P-SSS-C	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 1 year Start Date: 10/11/2018 End Date: 10/10/2019 Contract #: 31243202	\$811.85	\$811.85	1	\$811.85
2	VCS6-STD-P-SSS-C	Production Support/Subscription VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) for 1 year Start Date: 10/11/2018 End Date: 10/10/2019 Contract #: 343400887	\$811.85	\$811.85	1	\$811.85
3	VC-SRM6-25S-P-SSS-C	Production Support/Subscription for VMware Site Recovery Manager 6 Standard (25 VM Pack) for 1 Year Start Date: 10/11/2018 End Date: 10/10/2019 Contract #: 335601414	\$601.90	\$601.90	1	\$601.90
4	VS6-OEPL-P-SSS-C	Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise Plus for 1 year Start Date: 10/11/2018 End Date: 10/10/2019 Contract #: 339482383	\$524.55	\$524.55	10	\$5,245.50
5	VS6-OEPL-P-SSS-C	Production Support/Subscription VMware vSphere 6 with Operations Management Enterprise Plus for 1 year Start Date: 10/11/2018 End Date: 10/10/2019 Contract #: 341479822	\$524.55	\$524.55	8	\$4,196.40
6	VS6-EPL-P-SSS-C	Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year Start Date: 06/29/2019 End Date: 10/10/2019 Contract #: 343473159	\$568.10	\$161.87	1	\$161.87



LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
7	VS6-EPL-P-SSS-C	Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year Start Date: 11/27/2018 End Date: 10/10/2019 Contract #: 343473159	\$568.10	\$494.95	2	\$989.90
8	VS6-EPL-P-SSS-C	Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year Start Date: 10/11/2018 End Date: 10/10/2019 Contract #: 349909222	\$568.10	\$568.10	5	\$2,840.50
9	VS6-EPL-C	VMware vSphere 6 Enterprise Plus for 1 processor	\$1,284.41	\$1,284.41	2	\$2,568.82
10	VS6-EPL-P-SSS-C	Production Support/Subscription VMware vSphere 6 Enterprise Plus for 1 processor for 1 year	\$568.10	\$568.10	2	\$1,136.20
SUBTOTAL:						\$19,364.79
TOTAL QUOTE:						\$19,364.79

***QUOTE TERMS**

CREDIT CARD PAYMENT: Credit Card payment is accepted at time of order placement for a maximum of \$10,000. Provide credit card information to the OARnet Business Office (614-292-9381) prior to order submission.

PO: Quote number should be referenced on Purchase Order. Vendor address on PO must state OARnet's address at OSU: 1224 Kinnear Rd, Columbus, OH 43212

TO ORDER: Submit Quote Copy along with a PO (or Credit Card payment) to:

State: vmware-stateofohio@oar.net
K12: vmware-k12@oar.net
Higher Ed: vmware-higher-education@oar.net



LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
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OARnet Terms and Conditions:

The software and services quoted above are subject to the terms and conditions of the OARnet VMware ELA Partner Program. All software & services quoted herein are subject to the VMware Master End User License Agreement ("EULA") located on the OARnet website (https://oar.net/sites/oar.net/files/services/vmware/docs/Ohio_EULA.pdf). The terms of the EULA published on the OARnet website supersede any click

to accept EULA embedded in the software downloaded from VMware.

1. Payment Terms

Failure to Pay: OARnet may terminate this Agreement or EULA and demand End User to no longer use the Product, upon the failure of End User to pay charges when due. Such termination or denial will not relieve End User of responsibility of the payment of all accrued charges, plus reasonable interest and any collection fees.

2. Term and Termination The initial term of this Agreement shall commence on the date this Agreement is executed by both parties and shall continue for the term set forth in Attachment 1 or is otherwise terminated pursuant to the Agreement or the terms of the EULA. OARnet may terminate this agreement upon 30 days' notice for End User's failure to pay invoices when due or immediately for material breach of any other term of this agreement

and demand End User no longer uses the Product.

3. Limitation of Liability

OARnet shall not be liable to End User for any damage arising out of any event that is beyond the control of OARnet. OARnet shall not be liable to End

User for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages of any kind, however caused, arising out of or in connection with the use or provision of the Product, whether based in contract, tort or any other legal theory, and whether or not OARnet has been made aware of the possibility of those damages.

4. Compliance with Applicable Law and Other Obligations

End User must comply with all laws, regulations, and policies applicable to their use of the Product, including, without limitation, U.S. export laws concerning use of the Product.

5. Governing Law and Jurisdiction

This agreement shall be subject to and construed in accordance with Ohio law. Any action based in whole or in part on this agreement must be brought in an Ohio court of competent jurisdiction.

6. Entire Agreement; Amendments

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. This agreement may not be modified by, and shall supersede any additional or contradictory term or condition of, any current or future purchase order from End User unless OARnet expressly agrees otherwise in writing. No amendment or modification of this agreement shall be effective unless in writing and signed by both parties.



LINE NO.	PRODUCT SKU	DESCRIPTION	PRODUCT PRICE	CO-TERM COST	QTY	SUBTOTAL
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IN WITNESS WHEREOF, each party hereto warrants and represents that this Order Form has been executed by a duly authorized representative of such party, and it constitutes the legal, valid and binding obligation of such part.

END USER: _____
SIGNATURE: *Tom Grossmann*
NAME: Tom Grossmann
TITLE: President
DATE: 10.23.18

END USER CONTACT INFORMATION	
Entity / Customer / End User Name: <u>Warren Co. Telecommunications</u>	
Portal Folder Name (if known): _____	
<u>Technical Contact (Primary):</u>	<u>Billing Contact</u>
Name: <u>Gary Estes</u>	Name: _____
Address: <u>500 Justice Dr.</u>	Address: _____
City/State/Zip: <u>Lebanon OH 45036</u>	City/State/Zip: <u>Same</u>
Phone: <u>513-695-1810</u>	Phone: _____
Email: <u>gary.estes@wcom.net</u>	Email: _____

APPROVED AS TO FORM

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

Resolution

Number 18-1651

Adopted Date October 23, 2018

APPROVE WARREN COUNTY PROSECUTOR PROVIDING LEGAL REPRESENTATION OF THE WARREN COUNTY AIRPORT AUTHORITY BOARD

WHEREAS, pursuant to ORC 309.09 the County Prosecutor may provide legal representation to a board of trustees of a regional airport authority under a contract and with the approval of the Board of County Commissioners; and

WHEREAS, pursuant to ORC 308.061 the board of trustees of a regional airport authority is authorized to contract with the County Prosecutor for legal representation with the approval of the Board of County Commissioners; and

WHEREAS, the Board of Trustees of the Warren County Airport Authority, aka the Warren County Airport Authority Board, requested that the Warren County Prosecutor serve as its legal representative, and the Warren County Prosecutor agreed to provide legal representation in accordance with the terms of the attached letter of engagement; and

NOW THEREFORE BE IT RESOLVED, pursuant to ORC 309.09 and 308.061, this Board hereby approves the Warren County Prosecutor providing legal representation to the Warren County Airport Authority Board in accordance with the letter of engagement attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

cc: Prosecutor's Office (file)
Airport Authority (file)



DAVID P. FORNSHELL



WARREN COUNTY PROSECUTOR

September 24, 2018

Doug Koenig, President
Warren County Airport Authority Board
2460 Greentree Road
Lebanon, OH 45036

Re: Legal Representation

Dear Doug:

This will acknowledge receipt of your letter requesting that the Warren County Prosecutor provide legal services to the Warren County Airport Authority Board as authorized by the recent legislation codified in Revised Code sections 308.061 and 309.09. Subject to the approval of the Board of County Commissioners as required by the recent legislation, the Prosecutor's Office is willing to provide legal representation to the Airport Authority Board, effective November 2, 2018, in all legal matters allowed by the statute at no cost to the Airport Authority Board except for expenses that may be incurred. The Prosecutor's Office reserves the right to discontinue providing legal services upon reasonable notice to the Airport Authority Board.

Please note that the Prosecutor's Office is also legal counsel for the Warren County Board of Commissioners and other county elected officials, departments, as well as townships and other entities. If the interests of the Airport Authority Board ever become adverse to any other entity that the Prosecutor's Office represents, the Airport Authority Board could be required to obtain separate representation in that matter.

If the terms outlined above are acceptable to the Airport Authority Board, please have an authorized representative sign where indicated below and return the original of this letter back to the Prosecutor's Office. Upon receipt, I will forward to the Board of County Commissioners for approval.

If you have any questions, comments, or would like to discuss any of these matters, please feel free to call.

Sincerely,

David P. Fornshell
Prosecuting Attorney
Warren County, Ohio

All terms described above are acceptable to the Warren County Airport Authority Board. The Airport Authority Board understands that should any conflicts of interest develop between the interests of the Airport Authority Board and any other entity to which the Prosecutor's Office provides legal services, the Airport Authority Board would be required to obtain separate legal representation.

Authorized Signature

THEN & NOW REQUEST

To: Matt Nolan, Warren County Auditor

Date: 10/16/18

From: WC Veterans

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

A purchase order was not completed for this procurement because: Not enough on Blanket po
to cover expense

FUND	SUB FUND	FUNCTION	OBJECT	AMOUNT
101		5220	920	\$ 3118.11

VENDOR NAME Ralph Fitzpatrick

DESCRIPTION OF SERVICES Outgrant

DATE OF OBLIGATION 10/11/18

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 \$ 139,637.00 DATE 10/16/18

UNENCUMBERED ACCOUNT BALANCE - NOW \$ 134,944.38 DATE 10/19/18

FUND BALANCE NOW \$ 40,411,914.58

CERTIFIED BY: Matt Nolan H 10/19/18

MATT NOLAN, WARREN COUNTY AUDITOR

Resolution

Number 18-1653

Adopted Date October 23, 2018

ACKNOWLEDGE PAYMENT OF BILLS

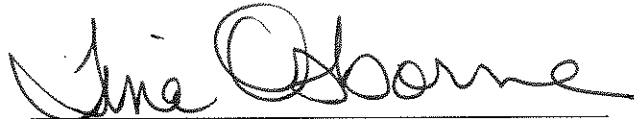
BE IT RESOLVED, to acknowledge payment of bills as submitted on batches #10/18/2018 001, #10/18/2018 002, #10/18/2018 003, #10/18/2018 004, #10/18/2018 005, #10/18/2018 006 #10/23/2018 001, #10/23/2018 002, #10/23/2018 003, #10/23/2018 004, #10/23/2018 005, #10/23/2018 006, #10/23/2018 007 and #10/23/2018 008; said batches are attached hereto and made a part hereof.

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

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

Resolution adopted this 23rd day of October 2018.


BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

kh

cc:

Auditor 

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1654

Adopted Date October 23, 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. Grossmann.
Upon call of the roll, the following vote resulted:


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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Refunds file

Resolution

Number 18-1655

Adopted Date October 23, 2018

APPROVE VARIOUS RECORD PLATS

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

- Trails of Shaker Run Section Ten-A – Turtlecreek Township

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

Resolution

Number 18-1656

Adopted Date October 23, 2018

APPROVE APPROPRIATION DECREASE WITHIN PROSECUTOR 101-1150

WHEREAS, this Board approved a supplemental appropriation in the amount of \$330,000 into 101-1150-321 in order to approve the purchase of a case management system on behalf of the Warren County Prosecutor's Office; and

WHEREAS, the case management system final cost was determined to be \$14,000 less initially determined; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decrease within Prosecutor's Fund:

\$ 14,000 from #101-1150-321 (Prosecutor – Capital Purchase requiring Data Approval)

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


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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file
Prosecutor (file)
OMB

Resolution

Number 18-1657

Adopted Date October 23, 2018

CREATE NEW CCMEP/TANF FUND #254

WHEREAS, OhioMeansJobs Warren County received an award for a Subgrant that requires fund to be held separately from the WIOA funding; and

NOW THEREFORE BE IT RESOLVED, create CCMEP/TANF FUND #254 on behalf of OhioMeansJobs Warren County.

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


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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor 
OhioMeansJobs (file)

Resolution

Number 18-1658

Adopted Date October 23, 2018

APPROVE AN AMENDED CERTIFICATE AND AN APPROPRIATION DECREASE IN FUND 435, AN OPERATIONAL TRANSFER FROM FUND 202 INTO THE STROUT ROAD BRIDGE FUND 435, AND APPROVE REPAYMENT OF A CASH ADVANCE FROM THE STROUT ROAD BRIDGE FUND INTO THE MOTOR VEHICLE FUND 202.

NOW THEREFORE BE IT RESOLVED, to accept an appropriation decrease in fund 435, and to approve the following operational transfer and cash advance repayment:

Appropriation Decrease

\$43,657.22 from #435-3130-320 (Capital Purchases \$10,000 & over)

Operational Transfer

\$115,738.55 from #202-3120-997-9000 (Operational Transfer-Out)
into #435-9000-999-9000 (Operational Transfer-In)

Cash Advance Repayment

\$115,975.00 from #435-5555-666 (Cash Advance Out-Strout Road Bridge)
into #202-5555-555 (Cash Advance In-Motor Vehicle Fund)

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

Cc: Auditor
OMB
Cash Advance File
Operational Transfer
Engineer (file)

Resolution

Number 18-1659

Adopted Date October 23, 2018

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #101-1112 INTO HUMAN SERVICES FUND #203

WHEREAS, the Department of Human Services has requested that the fourth month of their mandated share for SFY 2019 be transferred into the Human Services Public Assistance Fund #203; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #101 into Human Services Fund #203:

\$16,596.38 from #101-1112-742-9000 (Commissioners Grants - Public Assistance)
into #203-2040-999-9000 (Human Services - Public Assistance)

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor VJ
Operational Transfer file
Human Services (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 18-1660

Adopted Date October 23, 2018

APPROVE SUPPLEMENTAL APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #293

BE IT RESOLVED, to approve the following supplemental appropriation adjustment within Warren County Sheriff's Office Fund #293:

\$5,200.00 into 293-2200-400 Purchased Services

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


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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 18-1661

Adopted Date October 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT
FUND #101-1116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$9,914.06	from #101-1116-910	(Econ Dev. – Other Expense)
	into #101-1116-102	(Econ Dev. – Regular Salaries)
\$2,087.57	from #101-1116-910	(Econ Dev. – Other Expense)
	into #101-1116-811	(Econ Dev. – P.E.R.S.)
\$262.99	from #101-1116-910	(Econ Dev. – Other Expense)
	into #101-1116-871	(Econ Dev. – Medicare)

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

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


Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

RB/

cc: Auditor 
Appropriation Adjustment file
Economic Development (file)
OMB

Resolution

Number 18-1662

Adopted Date October 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN GENERAL FUND
COURT OF COMMON PLEAS FUND #101

BE IT RESOLVED, to approve the following appropriation adjustment:

\$12,000.00	from	#101-1223-102	(Regular Salaries)
	into	#101-1220-317	(Non Capital Purchases)


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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1663

Adopted Date October 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES /
COMMUNICATIONS CENTER FUND #101-2850

BE IT RESOLVED, to approve the following appropriation adjustment:

\$250.00	from	#101-2850-400	(Purchased Services)
	into	#101-2850-317	(Non Capital Purchases)


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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 18-1664

Adopted Date October 23, 2018

APPROVE APPROPRIATION ADJUSTMENTS WITHIN WCSO FUNDS #101 & 630

BE IT RESOLVED, to approve the following appropriation adjustments within Warren County Sheriff's Office Funds #101 & 630:

\$3,000.00	from 101-2211-102	Salaries
	into 101-2211-114	Overtime
\$15,000.00	from 630-2251-114	Overtime
	into 630-2251-102	Salaries
\$2,300.00	from 630-2260-114	Overtime
	into 630-2260-102	Salaries


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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Sheriff's Office (file)
OMB

Resolution

Number 18-1665

Adopted Date October 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN EMERGENCY SERVICES / EMA
FUND #264

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00	from #264-2800-820	(Health Ins. General)
	into #264-2800-102	(Regular Salaries)
\$1,000.00	from #264-2800-820	(Health Ins. General)
	into #264-2800-811	(PERS)
\$50.00	from #264-2800-820	(Health Ins. General)
	into #264-2800-871	(Medicare)


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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 18-1666

Adopted Date October 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN GRANTS ADMINISTRATION
FUND #265

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

\$550.00 from #265-3410-210 (Materials & Supplies)
 into #265-3410-820 (Health Insurance)

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


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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: Auditor 
Appropriation Adj. file
OGA (file)
OMB

Resolution

Number 18-1667

Adopted Date October 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000.00 from #492-3823-320 (Public Safety Sys Capital)
into #492-3819-400 (Public Safety Sys Purch Svcs)

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Telecom (file)
OMB

Resolution

Number 18-1668

Adopted Date October 23, 2018

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #492

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 1,344.92	from	#492-3823-320	(Public Safety Sys Capital Purchases)
	into	#492-3819-400	(Public Safety Sys Purch Svcs)


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

M
M
M

Resolution adopted this day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Telecom (file)
OMB

Resolution

Number 18-1669

Adopted Date October 23, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN STORM WATER FUND #590

BE IT RESOLVED, to approve the following appropriation adjustments:

\$15,000.00 from #590-3090-317 (Non Capital Purchases)

\$15,000.00 into #590-3090-400 (Purchased Services)


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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
App. Adj.
Engineer (file)
OMB

Resolution

Number 18-1670

Adopted Date October 23, 2018

APPROVE AN APPROPRIATION ADJUSTMENT WITHIN HEALTH INSURANCE FUND
#632

BE IT RESOLVED, to approve the following appropriation adjustment:


\$25,000.00	from	#632-0100-926	(Benefits – Insurance Premiums)
	into	#632-0100-910	(Benefits – Other Expense)


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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Commissioners file
OMB

Resolution

Number 18-1671

Adopted Date October 23, 2018

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
OCTOBER 25, 2018

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday,
October 25, 2018.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
All Departments
Commissioners file
Press

Resolution

Number 18-1672

Adopted Date October 23, 2018

ADVERTISE FOR BIDS FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 2

BE IT RESOLVED, to advertise for bids for the Lower Springboro Road Water Improvement Project, Phase 2 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 October 28, 2018; bid opening to be November 15, 2018 @ 11:00 a.m.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\Bid Lower Springboro Road Water Improvement Phase 2

cc: W/S (file)
OMB Bid file

Resolution

Number 18-1673

Adopted Date October 23, 2018

ADVERTISE FOR BIDS FOR THE LOWER SPRINGBORO ROAD WATER IMPROVEMENT PROJECT, PHASE 3

BE IT RESOLVED, to advertise for bids for the Lower Springboro Road Water Improvement Project, Phase 3 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 October 28, 2018; bid opening to be November 15, 2018 @ 11:00 a.m.

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

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

Resolution adopted this 23rd day of October 2018.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KH\Bid Lower Springboro Road Water Improvement Phase 3

cc: W/S (file)
OMB Bid file