

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1114

Adopted Date August 17, 2021

ACCEPT RESIGNATION OF LISA JOBE, CASHIER RECEPTIONIST, WITHIN THE BUILDING AND ZONING DEPARTMENT, EFFECTIVE AUGUST 27, 2021

BE IT RESOLVED, to accept the resignation of Lisa Jobe, within the Building and Zoning Department effective August 27, 2021.

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
L. Jobe's Personnel File
OMB – Sue Spencer
Tammy Whitaker

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1115

Adopted Date August 17, 2021

HIRE ALEX MOKRYCKI AS COMMUNICATIONS SYSTEMS ANALYST, WITHIN THE TELECOMMUNICATIONS DEPARTMENT

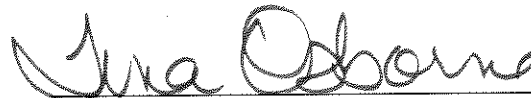
BE IT RESOLVED, to hire Alex Mokrycki as Communications Systems Analyst within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #18, \$25.500 per hour, effective August 30, 2021, subject to a negative drug screen, background check and a 365-day probationary period.

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

cc: Telecom (file)
A. Mokrycki's Personnel file
OMB – Sue Spencer

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1116

Adopted Date August 17, 2021

**ADVERTISE FOR BIDS FOR THE FY21 CITY OF FRANKLIN- MACKINAW ROAD REPAIR
AND STORM SEWER PROJECT**

BE IT RESOLVED, to advertise for bids for the FY21 City of Franklin- Mackinaw Road Repair and Storm Sewer Project for the Warren County Office of Grants Administration; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of August 22, 2021; bid opening to be Tuesday September 7, 2021 at 9:30 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

KP

cc: OGA (file)
Bid file

Resolution

Number 21-1117

Adopted Date August 17, 2021

AUTHORIZE AMENDMENT NO. 3 TO THE ENGINEERING AGREEMENT WITH STRAND ASSOCIATES, INC., INCREASING PURCHASE ORDER NO. 19001038 FOR THE SYCAMORE TRAILS WASTEWATER TREATMENT PLANT UPGRADES PROJECT

WHEREAS, Warren County and Strand Associates, Inc. entered into an Engineering Agreement on July 30, 2019 for professional engineering services for the preparation of preliminary design services for the Sycamore Trails Wastewater Treatment Plant Upgrades Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including the preparation of construction drawings, contract documents, surveying and construction services; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 3 increasing Purchase Order No. 19001038 to Strand Associates, Inc. in the amount of \$39,500.00 creating a new contract price of \$949,500.00. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

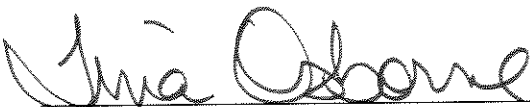
1. The scope of services shall be stipulated in July 27, 2021 "Amendment No. 3 to the Engineering Agreement" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the July 30, 2019 Engineering Agreement, total additional compensation not to exceed \$39,500.00.

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A – Strand Associates, Inc.
Water/Sewer (file)
Project File

**AMENDMENT NO. 3
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 3, 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 STRAND ASSOCIATES, INC., 615 Elsinore Place, Suite 320, Cincinnati, OH 45202 (hereinafter called the "Consultant").

WHEREAS, the County and the Consultant entered into an Engineering Agreement on July 30, 2019 for professional engineering services for the preparation of construction drawings, specifications, and surveying services during the design of the Sycamore Trails Wastewater Treatment Plant Upgrades Project (hereinafter "Project"); and

WHEREAS, additional services related to the original project were determined to be necessary or beneficial to the County and were indented 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 services including the preparation of construction drawings, contract documents, surveying and construction services; and

NOW, THEREFORE, IT IS AGREED by and between the County and the Consultant that the Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the Consultant's letter dated, July 27, 2021, 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 this Amendment by both the Consultant and the County. All services shall be completed by July 31, 2023.

COMPENSATION

1. The Consultant's fee for all services performed pursuant to this Amendment shall be on a "per hour" basis for all labor incurred by the Consultant, in accordance with the July 30, 2019 Agreement.
2. Based on the scope of services as described in the Consultant's letter dated July 27, 2021, total compensation for all additional services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$39,500. The services performed under this Amendment in addition to the services under the original contract, prior amendments, and all direct reimbursable expenses, shall not exceed \$949,500, not including if authorized services.
3. Payment of compensation shall be made to the Consultant within thirty (30) days after the receipt of an invoice from the Consultant.

ELECTRONIC FILES

County has requested that Consultant as part of the Scope of Services provide electronic files for County's use on the Project. The parties hereby agree, Consultant makes no representation as to the compatibility of these files with the County's hardware or software. The files shall not be used by County or anyone receiving the files or data through or from County for any purpose other than that intended. Any use or reuse by County or others will be at County's sole risk and without any responsibility, liability or legal exposure to Consultant.

TERMS & CONDITIONS

Except as provided herein, the July 30, 2019 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the July 30, 2019 Engineering Agreement and this Amendment No. 3, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 3.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, Strand Associates, Inc., has caused this Agreement to be executed by Joseph M. Bunker, its Corporate Secretary, on the date stated below, pursuant to a corporate resolution, authorizing the same.

STRAND ASSOCIATES, INC.

SIGNATURE: Joseph M. Bunker

NAME: Joseph M. Bunker

TITLE: Vice President and Corporate Secretary

DATE: 8/2/2021

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by David G Young, its President on the date stated below, pursuant to Board Resolution No. 21-1117, dated 8/17/21.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: David G Young

NAME: David G Young

TITLE: President

DATE: 8/17/21

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

Adam Nice
By: Adam Nice, Asst. Prosecutor



Strand Associates, Inc.®
 629 Washington Street
 Columbus, IN 47201
 (P) 812.372.9911

July 27, 2021

Ms. Kathryn Gilbert, Staff Engineer
 Warren County Water and Sewer Department
 406 Justice Drive
 Lebanon, OH 45036

Re: Amendment No. 3 to the Engineering Agreement dated July 30, 2019
 Sycamore Trails Wastewater Treatment Plant Upgrades Project

Dear Kathryn,

Please review and consider the following changes to Attachments No. 3 and No. 4 of the referenced Agreement as we finalize the project for permitting and bidding the improvements to the Sycamore Trails Wastewater Treatment Plant.

Under **Attachment 3–Compensation by Task**, Task No. 4–Final Design Services, CHANGE \$225,000 to “\$264,500.”

Under **Attachment 4–Proposed Schedule**, REPLACE the last five rows of the schedule with the following:

“Task Name	Anticipated Start	Anticipated Finish
Final Design	September 17, 2020	August 30, 2021
PTI Review	June 29, 2021	August 30, 2021
Bidding and Award	September 1, 2021	December 31, 2021
Construction (Substantial Completion)	January 1, 2022	May 31, 2023
Final Completion	June 1, 2023	July 31, 2023”

The \$39,500 increase in Task No. 4–Final Design Services is associated with changes that have been incorporated into the Contract Documents at the County’s request, or as a result of County direction on an inter-related aspect of the design. This change will increase total compensation to \$949,500. As requested, the change in compensation is itemized below.

1. Relocate Electrical Building to West Edge of Site with Retaining Wall–\$15,000
2. Add Post-Aeration Blower–\$4,500
3. Additional Site Stormwater Design Coordination and Modifications–\$15,000
4. Additional SCADA to Reduce Operator Hours–\$5,000

The proposed schedule change is associated with OEPA’s request to postpone PTI submittal until after the facility’s modified NPDES permit is issued as final.

Please contact us with any questions. We look forward to a successful construction and start-up of the County’s improved treatment facility.

Sincerely,

STRAND ASSOCIATES, INC.®

Matthew L. Smith, P.E.

Resolution

Number 21-1118

Adopted Date August 17, 2021

RESOLUTION IN SUPPORT OF THE CITY OF LEBANON'S OHIO PUBLIC WORKS COMMISSION CLEAN OHIO FUNDS GREEN SPACE CONSERVATION PROGRAM GRANT

WHEREAS, the City of Lebanon is applying for grant funds from the Ohio Public Works Commission to purchase approximately 60 acres for the Parkside Park, which would include the construction of a paved trail, said Park being located off State Route 63 and including property currently in the City and Turtlecreek Township; and

WHEREAS, this Board desires to support the proposed project; and

NOW THEREFORE BE IT RESOLVED, to support the City of Lebanon's Ohio Public Works Commission Clean Ohio Fund Green Space Conservation Program Grant application for purchase approximately 60 acres for the Parkside Park, which would include the construction of a paved trail, said Park being located off State Route 63 and including property currently in the City and 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file
City of Lebanon (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1119

Adopted Date August 17, 2021

APPROVE A SUBSIDY GRANT AGREEMENT FOR THE FY 2022-2023 JUSTICE REINVESTMENT AND INCENTIVE FUNDING THROUGH THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION ON BEHALF OF THE WARREN COUNTY COMMON PLEAS COURT

BE IT RESOLVED, to approve a subsidy grant agreement on behalf of the Warren County Common Pleas Court, through the State of Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, for the FY 2022-2023 Justice Reinvestment and Incentive Funding (JRIF), performance period July 1, 2021 to June 30, 2023, as attached hereto and made a part hereof; and

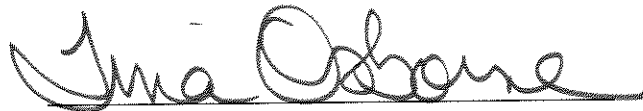
BE IT FURTHER RESOLVED, in the event funding is not available from the State of Ohio Department of Rehabilitation and Correction the Warren County Board of Commissioners has no further obligation to fund this project.

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

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

sm/

cc: c/a – ODRC
Community Corrections (file)
OGA (file)
Auditor's Office

OHIO DEPARTMENT OF REHABILITATION AND CORRECTION

*SUBSIDY GRANT AGREEMENT FOR
JUSTICE REINVESTMENT AND INCENTIVE FUNDING*

THIS SUBSIDY GRANT AGREEMENT FOR JUSTICE REINVESTMENT AND INCENTIVE FUNDING (hereinafter referred to as the "Agreement"), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 4545 Fisher Road, Suite D, Columbus, Ohio and Warren County Court of Common Pleas Adult Probation Department (hereinafter referred to as "Grantee"), located at 500 Justice Drive, Lebanon, OH 45036. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

WHEREAS, the Grantee has made an application to the Grantor for monies made available for through Justice Reinvestment and Incentive Grant Application (hereinafter referred to as "JRIG Application"), for the use of these funds;

WHEREAS, the Grantor has authority pursuant to section 5149.30 et seq. of the Ohio Revised Code ("ORC"), to determine and award grants to assist local governments in community-based law enforcement services; and

WHEREAS, the purpose of this grant is to provide funds to common pleas, municipal, and county court probation departments and community-based correctional facilities to adopt policies and practices based on the latest research on how to reduce the number of offenders on probation supervision who violate the conditions of their supervision.

NOW THEREFORE, in considerations of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. **Funds:** The Grantor awards to the Grantee the sum of \$509,640.00 (hereinafter referred to as "Grant Funds"), to be paid in quarterly installments for the period beginning with the effective date of this agreement and ending June 30, 2023 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise as provided herein. Total Grant Funds expenditure for the grant period (July 1, 2021 to June 30, 2023) will not in any case exceed \$509,640.00. The installments shall be paid in the following manner:

(a) FY22 - Four payments of \$63,705.00 totaling \$254,820.00.

(b) FY23 - Four payments of \$63,705.00 totaling \$254,820.00.

Payments of Grant Funds will be made by the Grantor by way of Electronic Fund Transfer to the designated public entity. Such payments will be made during the first month of each quarter of the Grantor's fiscal year. This process will continue until the total Grant Funds are expended not to extend beyond June 30, 2023.

The fiscal agent designated to act on behalf of the Grantee is _____ . The program's tax identification number is 31-6000058.

2. **Term:** This Agreement is effective as of the date indicated on the "Justice Reinvestment and Incentive Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2023. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's next grant cycle application in response to Grantor's Community Correction Act Grant. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.

3. **Performance Reports:** The performance period begins on July 1, 2021 and ends on April 30, 2023. Grantees will be responsible for providing performance reports detailing their progress toward achieving the established performance measures/outcome goals. The performance report time frames and due dates are as follows:

- | | |
|--|-----------------------------|
| 1. Period One - July 1, 2021 to Sept 30, 2021 | Due Date - October 15, 2021 |
| 2. Period Two - October 1, 2021 to December 31, 2021 | Due Date - January 15, 2022 |
| 3. Period Three - January 1, 2022 to March 31, 2022 | Due Date - April 15, 2022 |
| 4. Period Four - April 1, 2022 to June 30, 2022 | Due Date - July 15, 2022 |
| 5. Period Five - July 1, 2022 to September 30, 2022 | Due Date - October 15, 2022 |
| 6. Period Six - October 1, 2022 to December 31, 2022 | Due Date - January 15, 2023 |
| 7. Period Seven - January 1, 2023 to February 28, 2023 | Due Date - March 15, 2023 |
| 8. Period Eight - March 1, 2023 to April 30, 2023 | Due Date - May 10, 2023 |

4. **Program Services:** The Grantee agrees to affect the program as outlined in the JRIG Application submitted by the Grantee, and as approved and/or modified by Grantor herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. Expenses other than salaries of persons who will staff and operate the program for which the state financial assistance can be used are those identified and as approved by Grantor in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change, or reduction is approved, the Grantor may make appropriate changes in funding.

5. **Program Evaluation Responsibilities:**

A. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor as listed above; and

- B. The Grantee shall prepare and submit to the Grantor a progress report comprised of the statistical data or other information pursuant to the Grantor's guidelines. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems; and
- C. The Grantee shall prepare and submit a quarterly financial report to the Grantor. The report shall be submitted within thirty (30) days after the end of each quarter.
- D. Failure to comply with items (5) (A) through (C) of this Grant Agreement may result in the withholding of Grant Funds until such time as Grantee complies with such responsibilities.

6. Compliance:

- A. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- B. All expenditures made by the Grantee with Grant Funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- C. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- D. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Grantor to terminate further funding. Furthermore, the Grant Funds amount may be reduced, or the Agreement terminated by the Grantor if:
 - a. The quality and extent of the program services furnished by the Grantee are significantly reduced from the level proposed and as approved by Grantor in the JRIG Application in the Grantor's sole discretion.
 - b. There is a financial or audit disclosure involving misuse of state funds.
- E. The reason(s) for the intent to terminate or reduce Grant Funds shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Deputy Director of Parole and Community Services of the Department of Rehabilitation and Correction.

7. **State Audit Findings:** Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the Grantor for recovery of said Grant Funds.
8. **Appropriation:** The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy budget amount for Fiscal Year 2022 and 2023. The parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
9. **Termination:** In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor within thirty (30) days.
10. **Extension of Expenditure Period:** ODRC may extend the expenditure period if a large amount of funds remains unspent at the end of the fiscal year due to unforeseeable circumstances. Unforeseeable circumstances include, but is not limited to, insurrection, riots, statewide health emergencies or depleted work force that is not caused by either party. Extension of the expenditure period will be communicated in a manner determined by ODRC.
11. **Dispute Resolution:** It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.
12. **Successor and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantors.
13. **Staffing:** None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

14. **Ohio Ethics and Conflict of Interests:** Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.
15. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
16. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
17. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
18. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.
19. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
20. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

- 24. Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
- 27. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 28. Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
- 29. Execution:** This Agreement is not binding upon Grantor unless executed in full.

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

FOR THE GRANTOR:

Christopher Galli
Christopher Galli, Chief
Bureau of Community Sanctions

Cynthia Mausser
Cynthia Mausser, Managing Director
Division of Parole & Community Services

FOR THE GRANTEE:

It is hereby certified that the authority below has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the authority.

[Signature] 8/17/21
County Commissioner Date

[Signature] 8/17/21
County Commissioner Date

[Signature] 8/17/21
County Commissioner Date

County Executive Date

Mayor/City Manager Date

APPROVED AS TO FORM

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

Resolution

Number 21-1120

Adopted Date August 17, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN A FUNDING APPROVAL/AGREEMENT BETWEEN WARREN COUNTY AND THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT RELATIVE TO THE FISCAL YEAR 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - CARES ACT AMENDMENT #2

WHEREAS, the US Department of HUD has issued an additional \$794,856 to Warren County as part of the CARES Act funding allocation, and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President the Board to sign a Funding Approval/Agreement, as attached hereto and made a part hereof, between the Warren County Board of Commissioners and the U.S. Department of Housing & Urban Development relative to the Fiscal Year 2019 Community Development Block Grant (CDBG) Cares Act Amendment #2; and

BE IT FURTHER RESOLVED, in the event funding is not available from the U.S. Department of Housing & Urban Development, the Warren County Board of Commissioners has no further obligation to fund this 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: c/a—US Department of Housing & Urban Development
OGA (file)
HUD

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Warren County	3a. Grantee's 9-digit Tax ID Number 316000058	3b. Grantee's 9-digit DUNS Number 784327608
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 406 Justice Drive Room 311 Lebanon, OH 45036-	4. Date use of funds may begin 08/09/2021	
	5a. Project/Grant No. 1 B-20-UW-39-0009	6a. Amount Approved \$1,230,910
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Matthew LaMantia	Grantee Name (Contractual Organization) Warren County (Warren County)
Title CPD Director	Title President
Signature MATTHEW LAMANTIA <small>Digitally signed by MATTHEW LAMANTIA DN: cn = MATTHEW LAMANTIA, o = US O = U.S. Department of Housing and Urban Development, ou = Department of Housing and Urban Development, office = Community Planning and Development Date: 2021.08.09 10:55:27 -0400</small>	Date (mm/dd/yyyy) 08/09/2021
	Signature
	Date (mm/dd/yyyy) 08/17/2021

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 07/30/2021	10. check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 08/06/2021	
9c. Date of Start of Program Year (05/01/2020)			
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		FY (2020) \$1,230,910	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Warren County 406 Justice Drive Room 311 Lebanon, OH 45036-
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature
	APPROVED AS TO FORM Keith W. Anderson Asst. Prosecuting Attorney

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
			Y				Project Number		Amount		
			Y				Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1121

Adopted Date August 17, 2021

APPROVE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH BUTLER BEHAVIORAL HEALTH (BBH) ON BEHALF OF WARREN COUNTY CHILDREN SERVICES (WCCS)

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into a Memorandum of Understanding with Butler Behavioral Health on behalf of Warren County Children Services; copy of 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

jc/

cc: c/a – Butler Behavioral Health
Children Services (file)

MEMORANDUM OF UNDERSTANDING
BETWEEN
BUTLER BEHAVIORAL HEALTH
AND
WARREN COUNTY CHILDREN SERVICES

This document serves as a Memorandum of Understanding ("MOU") between Butler Behavioral Health ("BBH") and Warren County Children Services (WCCS) and has been developed in order to specify roles and expectations between these parties for meeting the behavioral health needs of youth placed in foster and kinship care by WCCS, children who have witnessed or are affected by an overdose, and their caregivers.

The aim of the BBH Mobile Crisis and Mobile Response Stabilization Service (MRSS) Programs is to provide a community-based crisis stabilization service to children, families and adults in the least restrictive setting possible, and support their transition to ongoing treatment services, as appropriate. The mission of the WCCS is to serve families in need and protect children who are abused, neglected, or dependent through collaboration with our partners and the support of the community.

While BBH is entirely responsible for funding the MRSS program, and while WCCS has no responsibility to pay any cost of the service, the MOU has been developed for the following purposes:

- To enhance communication and coordination between BBH teams and Warren County Children Services regarding children placed in foster and kinship care, and children who have witnessed or are affected by an overdose.
- Clarify roles and expectations for each organization.

Specific services to which the MOU pertains include:

- MRSS response to youth placed in foster (initial placements and change in placement) and kinship care by WCCS.
- MRSS response to children who have witnessed or are affected by an overdose.

The goals of the collaboration between WCCS and BBH include:

- To address and minimize trauma that children experience from being removed and placed in foster care.
- Reduce the number of disrupted placements due to behavior.
- Determine what services are needed for children in care and expedite the referral process.

Warren County Children Services agrees to:

- Present clear communication to staff, foster parents and kinship families on a regular basis explaining the services, how to access it, etc.
- A pamphlet for MRSS will be provided to the foster parent/kinship provider by the WCCS caseworker at the time of placement. They will be informed that a therapist from MRSS will be contacting them and that their participation in the service is voluntary.
- The WCCS Caseworker will complete the referral form and sign the release for each child placed in an agency home. If the agency does not hold custody, obtain the signature of the custodian.
- The completed paperwork will be submitted by email to: Eric Cavey, ecavey@bbhs.org and to the caseworker's supervisor by email. This will be submitted within 1 business day of placement. In situations requiring an immediate response, referrals must be made via the county crisis hotline (877-695-6333).

Butler Behavioral Health agrees to:


- Respond within 24 hours to referrals from WCCS and schedule an initial assessment within three business days.
- Present information to the caregiver and youth regarding their program and services available to them.
- MRSS staff will assist the child and foster parents/kinship to recognize and address trauma as well as build skills. This is not trauma therapy.
- MRSS will be available to the family for up to 45 days and will make necessary referrals and recommendations.
- MRSS will notify the caregiver that they are able to continue to call MRSS if a crisis arises with the child.

Reporting:

- BBH will develop a final report regarding each child to submit to WCCS (attn. Susan Walther) that will include dates of treatment, diagnosis, issues addressed and further recommendations and referrals. This report will be submitted within three days of case closure.
- BBH will send a summary of children served on a quarterly basis to WCCS.
- BBH and WCCS will notify each other of any anecdotal issues or concerns brought to their attention to ensure quality provision of services and resolve any problems as they arise.
- BBH and WCCS will meet at least annually to review processes and outcomes of the collaboration.


BBH and WCCS agree that this MOU will remain in place indefinitely and can be modified upon the written agreement of all parties.

In witness whereof, Butler Behavioral Health and Warren County Children Services have executed this Memorandum of Understanding on the dates set forth below.



Susan Walther
Warren County Children Services


8/9/21
Date



Randy Allman
Butler Behavioral Health


7/30/2021
Date

In Support and Agreement:



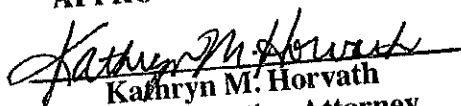
Colleen Chamberlain
Mental Health Recovery Board Serving
Warren and Clinton Counties

8/5/21
Date



David G. Young, President
Warren County Commissioners

8/17/21
Date

APPROVED AS TO FORM

Kathryn M. Horvath
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1122

Adopted Date August 17, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO EXECUTE A SERVICE AGREEMENT FOR FY2021-2022 WITH BI INCORPORATED FOR ELECTRONIC MONITORING ON BEHALF OF THE WARREN COUNTY JUVENILE COURT

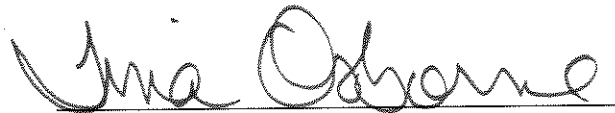
BE IT RESOLVED, to approve and authorize the President of this Board to execute a Service Agreement for FY2021-2022 with BI Incorporated for Electronic Monitoring, effective July 1, 2021 to June 30, 2022, on behalf of the Warren County Juvenile Court, as attached hereto and made a part hereof.

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—BI Incorporated
Juvenile Court (file)
Ohio Department of Youth Services

**ELECTRONIC MONITORING SERVICE AGREEMENT
AGREEMENT NO. 071421MS1**

This Electronic Monitoring Service Agreement (“**Agreement**”) is made between BI INCORPORATED (“**BI**”), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT (“**Agency**”) with its principal place of business at 900 Memorial Drive, Lebanon, OH 45036. This Agreement is effective as of the date of the last signature below (“**Effective Date**”). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

Upon full execution of this Agreement, Monitoring Service Agreement No. 011101S1 shall terminate.

1. **PURCHASE OF SERVICES.** Pursuant to the terms of this Agreement and orders accepted by BI, Agency may purchase, and BI shall sell to Agency certain Monitoring Services as listed on Exhibit A, attached hereto and incorporated herein.

2. **MONITORING SERVICE**

2.1 **Description.** The “**Monitoring Service**” as set forth in Exhibit A may include Equipment or Units, Software Applications, and/or access to BI’s central host computer system running the Software Applications. Units are issued to the customers or placed on Clients by the Agency. The Units communicate with the Software Applications through cellular telephone service or the Client’s landline telephone service, which are subject to the telco terms and conditions.

2.2 **System Maintenance.** Agency acknowledges that BI must perform periodic maintenance on the host computer systems. The system may be inaccessible during the performance of such maintenance. BI will exercise commercially reasonable efforts to notify Agency via e-mail or phone in advance of any such maintenance.

3. **BI’s SERVICES**

3.1 **Training.**

3.1.1 **Initial Training.** BI will provide an initial training session at no cost to Agency regarding the operation and use of the Monitoring Services elected. Agency is required to complete training prior to the commencement of marketing or selling the Monitoring Services under this Agreement. No login ID will be activated until and unless the assigned user has successfully completed training.

3.1.2 **BI TotalAccess Training.** All BI TotalAccess training sessions shall be conducted via a remote service such as web conferencing.

3.1.3 **Additional Training.** Additional training is available subject to applicable service fees.

3.2 **Agency Support.** BI will make reasonable efforts to provide Agency with answers to specific Agency support requests as related to the Equipment, Monitoring Services, and overall operation of the electronic monitoring program. BI will supply Agency with an address for e-mail and a 1-800 toll free number for questions and / or feedback.

3.3 **Rental Maintenance.** BI shall maintain the Equipment at its expense. Maintenance will be performed at BI’s facility. Notwithstanding such obligation, unless otherwise specified in Exhibit A, Agency shall be responsible for the replacement cost of lost or missing Equipment and/or the cost of required repairs necessitated by (i) Agency’s negligence or (ii) the damage or destruction of the Equipment by parties other than BI, including but not limited to Client’s mishandling of Equipment. Shipment shall be in accordance with BI’s Return Material Authorization (RMA) Policy described in subsection 4.5 below.

3.4 **Telecommunications Service.** Certain BI products require wireless telecommunications service (“**Telco Service**”) in order to transmit voice and/or data from the device. BI products requiring wireless telecommunications service include BI ExacuTrack One (commonly referred to as “**ET1**”), BI HomeGuard 206 (commonly referred to as “**HG206**”), BI TAD Plus Cellular (commonly referred to as “**TAD Cellular**”), and SL2 (commonly referred to as “**SL2**”). BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service, which are included

in the Unit Rental Charge for Units supplied by BI. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.

3.5 Service Interruption. The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted, refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI's or service provider's control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client's movement outside of the service area.

4. EQUIPMENT AND UNITS

4.1 Supplied by BI. All orders for Units are subject to BI's reasonable review and acceptance consistent with this Agreement. BI shall have no liability to Agency with respect to orders that are not accepted. Subject to availability of the Units, BI shall supply a sufficient quantity of Units to meet Agency's need subject to notice from Agency of such need at least five (5) business days prior to shipment. Agency agrees that it shall assist BI in forecasting its Unit needs. All Units or other Equipment supplied by BI hereunder shall be subject to all charges set forth in Exhibit A, as applicable. Agencies utilizing such BI supplied Equipment, and except as expressly set forth otherwise on Exhibit A, shall be entitled to receive, at no additional charge, a reasonable quantity of Supplies and tool kits (Unit activator, lead cutter, allen driver) to maintain Agency's electronic monitoring program in accordance with the prices set forth on Exhibit A.

4.2 Supplied by Agency. Agency may, subject to prior written approval by BI, supply its own equipment to be utilized in connection with the Monitoring Services. Any such equipment must be compatible with BI's host computer monitoring system. Equipment supplied by Agency will not be subject to the rental charges set forth in Section 6.1. All other charges as set forth in Section 6 are considered applicable and are payable by Agency in accordance with the terms and conditions set forth in Section 6. In no event is Agency entitled to Supplies for equipment owned or supplied by Agency.

4.3 Inspection of Equipment. Upon two (2) business days' prior notice, BI shall have the right to enter on the premises where the Equipment may be located during normal business hours for the purpose of inspecting and observing its use, or conducting an inventory count.

4.4 Freight. BI will pay for the cost to ship Units and other Equipment, Supplies and accessories to Agency and to ship Units and other Equipment from Agency pursuant to the RMA policy below. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the full cost of such alternative shipping method.

4.5 Return Material Authorization (RMA) Policy. Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Business Services Department and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide Agency with ground delivery to BI's facility. Freight charges incurred by BI for Equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, without an RMA number, or not eligible for BI rental maintenance (e.g., Client or Agency damaged the Equipment) will be charged back to Agency. BI's Customer Business Services Department is available to the Agency Monday through Friday from 8:00 am to 5:00 PM Mountain Time by calling 1-800-241-5178.

5. AGENCY'S OBLIGATIONS.

5.1 Agency represents and warrants during the Term that Agency shall:

- (i) retain complete authority and responsibility for Client selection, enrollment and alert management;
- (ii) be responsible for all liaison work with the involved courts and/or agencies;
- (iii) fulfill all Agency requirements to access and utilize the Monitoring Service;
- (iv) perform or oversee orientation and Equipment guidelines in compliance with applicable BI policies;
- (v) ensure that applicable Equipment responsibility and use forms are acknowledged and signed by the Clients prior to receipt of Equipment;
- (vi) be responsible for the proper use, management and supervision of Equipment; and
- (vii) ensure that users have completed training in access and use of the Monitoring Service, including BI TotalAccess.

5.2 Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer or Client to do so; (6) not use or promote the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

6. COST OF SERVICES

6.1 **Unit Rental Charge.** If renting Units from BI, Agency shall pay to BI a daily rental rate for each Unit, or component thereof as applicable, provided by BI (the "Unit Rental Charge"). The Unit Rental Charge is as set forth on Exhibit A, and may be revised on a periodic basis upon reasonable prior written notice from BI to Agency. Agency or its Clients continued use of the rented Units, or components thereof as the case may be, acknowledges and accepts such modified Unit Rental Charge.

6.2 **Service Charge.** In addition to the Unit Rental Charge, every Active Unit is subject to a daily service charge for the active Monitoring Service as set forth in Exhibit A. For every Active Day, Agency shall pay to BI an amount based upon the daily service charge.

6.3 **Payment Terms.** BI will invoice Agency on a monthly basis for all charges incurred during the month. Payment shall be made by Agency to BI within thirty (30) days of invoice date. Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

6.4 **Taxes.** Except for BI's net income, Agency will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services.

7. TERM, TERMINATION, RENEWAL

7.1 **Term.** The initial term of this Agreement is for one (1) year from the Effective Date, and will renew automatically for succeeding periods of one (1) year each on the anniversary of its original effective date unless otherwise terminated as provided for herein (collectively, the "Term").

7.2 **Termination for Convenience.** This Agreement may be terminated for convenience by either party upon sixty (60) days prior written notification to the other party.

7.3 **Notice.** Except as otherwise expressly set forth in this Agreement, all notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail, overnight international courier with tracking, or physically delivered by messenger. Notices shall be deemed received within five (5) days if sent by certified mail, and within one (1) day if sent by overnight international courier, and day of if delivered by messenger.

7.4 **Termination for Default.** This Agreement may be terminated by a party upon prior written notice to the other party if the other party defaults on any responsibility and/or obligation under this Agreement, or is in breach of the Agreement, and does not remedy such default or breach within thirty (30) days following the date of receipt of such notice.

7.5 **Return.** Upon expiration or termination of this Agreement, Agency shall immediately return all BI property due to BI. In the event BI's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to BI ten dollars (\$10.00) per Unit per day until BI has all such Units and other property in its possession. BI is entitled to full payment for services rendered and accepted by Agency whether during the Term or thereafter.

7.6 **Survival.** The following sections (and their subsections) shall survive the termination of this Agreement: 6, 7.3, 7.5, 7.6, 8 through 16, and all defined terms used within the foregoing.

8. LIMITATION OF LIABILITY

8.1 Agency will be responsible for the proper use, management and supervision of the Equipment. Agency agrees that BI will not be liable for any damages caused by Agency's failure to fulfill its responsibilities set forth in this Agreement.

8.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

8.3 Limitation of Damages. IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF BI HAS KNOWLEDGE OF THE POSSIBILITY OF THE POTENTIAL LOSS OR DAMAGE, IN CONNECTION WITH OR ARISING OUT OF THE PROVIDING, PERFORMANCE, OR USE OF THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT. BI'S DIRECT LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY AGENCY DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE CLAIM.

8.4 Acts. IN NO EVENT DOES BI ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY PERSONS AND/OR CLIENTS THAT ARE SUBJECT TO AGENCY'S ELECTRONIC MONITORING PROGRAM.

8.5 Telecom. Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and land-line telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

9. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

9.1 Intellectual Property. As between the parties hereto, BI shall retain all ownership interests in all parts of the Monitoring Services. All rights owned by BI that are not granted by this Agreement, including the right to derivative works, are reserved to BI. All rights, powers and privileges which arise out of this Agreement are, and shall remain at all times, the sole and exclusive property of BI. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the Equipment or Documentation.

9.2 Confidential Information. Agency agrees to hold in confidence the Documentation or any confidential information or trade secrets of BI. Notwithstanding any provision herein, BI acknowledges that Agency is a public entity that must comply with the Ohio Public Records Act. Compliance with Ohio public records law shall not be deemed a breach or violation of any term of this Agreement.

9.3 Access. BI will issue Agency a login ID and a password for use in accessing BI TotalAccess and the specific Client information for Agency. The confidentiality of the Monitoring Service and Client information is dependent upon Agency's careful and secure control of the login ID and password. Agency agrees to maintain its password as private and confidential and to take all reasonable measures to maintain the careful control and security of the login ID and password. Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the Documentation or trade secrets hereunder, shall agree to be bound by confidentiality, nondisclosure, use, and copying restrictions consistent with those of this Agreement. Agency agrees to notify BI immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password or any part thereof by any person or entity. BI is not responsible for breaches in security resulting from third party access to Agency's password or account.

9.4 Prohibited Use. Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse

engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

9.5 Restricted Access. Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

10. INSURANCE. BI, Inc. shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect.

11. FORCE MAJEURE. BI shall not be liable for any delay in the performance or nonperformance which is due to causes beyond BI's reasonable control.

12. GENERAL

12.1 Agreement. Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on BI and will not apply to this Agreement and are hereby rejected by BI. The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement and the referenced attachments hereto. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

12.2 Execution. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

12.3 Independent Contractor. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Agency shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Agency acknowledges that it has not paid a franchise fee of any kind to BI to enter into this Agreement. The parties acknowledge that there is no community of interest between Agency and BI.

12.4 Compliance With Law. Each party shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements (as each of the foregoing may be amended or modified from time to time) relating to or affecting this Agreement and Equipment.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event that a dispute arises with respect to any of the provisions herein contained or any other matter affecting the relationship between BI and Agency it shall be resolved by litigation or mediation.

14. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be transferred or assigned by either party or by operation of law to any other person, persons, firms, or corporation without the express written consent.

15. DEFINITIONS.

15.1 "Active Unit" means a Unit which is assigned to a Client and activated in TotalAccess.

15.2 "Active Day" means any day, or any portion thereof, in which there is an Active Unit.

15.3 "Authorized Personnel" means those persons selected by Agency who are authorized to enroll Clients and select or adjust notification options.

15.4 "Client" means a person subject to Agency's electronic monitoring program.

15.5 "Confidential Information" means any information which is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of BI.

15.6 "Documentation" means user guides, reference manuals, and other documentation provided by BI in connection with the Equipment, and Software Applications used under this Agreement. The Documentation is incorporated herein by this reference and will be provided upon execution of this Agreement.

15.7 "Equipment" or "Unit" means manufactured products and third party products provided by BI, including, but not limited to, GPS tracking devices, radio frequency monitoring devices, transmitters, Drive-BI Monitors, and alcohol monitoring devices.

15.8 "GPS" means a global positioning system.


15.9 "Software Application" means software applications made available by BI for use by Agency and/or Clients under this Agreement, including, but not limited to, BI TotalAccess®, BI Analytics™, and BI SmartLINK™.


15.10 "Supplies" means straps, latches, batteries, and similar items for the Equipment.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

WARREN COUNTY COMMISSIONERS ON
BEHALF OF THE WARREN COUNTY
JUVENILE COURT


Signature


Signature

Danna Coapland
Printed Name

David G. Young
Printed Name

VP, Finance
Printed Title

President
Printed Title

7/29/21
Date

8/17/21
Date

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

EXHIBIT A

MONITORING SERVICES

- I. **Spares Billing Deferment** - Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.
- II. **Lost & Damaged Equipment Billing** - See Attachment A to Exhibit A for annual lost and damage example.
- III. **Equipment; Services and Fees** - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

Service Type – Standard

A. **LOC8 XT**

LOC8 Component Rental: \$2.30 per day per Unit provided from BI inventory.

OPTION A: LOC8 WITH 1.30.W5.C0.ZX SERVICE:

LOC8 XT - GPS Collection Rate once every minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), no Cell Tower Locate, with Data Transmission at Zone Crossing.

LOC8 XT 1.30.W5.C0.ZX Service: \$1.35 per day per Unit provided from BI inventory.

LOC8 XT 1.30.W5.C0.ZX Total: \$3.65 (total of LOC8 XT Components and
LOC8 XT 1.30.W5.C0.ZX Service charges)

ADDITIONAL SERVICES:

- 1. **LOC8 XT Unit No-charge Spares:** Each month during the term of the Agreement, Agency is entitled to keep a quantity of LOC8 XT units equal to, but not to exceed, 30% of that month's average number of active Units per day in its possession at no charge (not subject to the Rental Charge while not in use). For any inactive LOC8 XT Units in excess of the 30% allowance, Agency will incur a \$2.30 charge per unit per day.
- 2. **No LOC8 XT Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 XT Equipment.
- 3. **Replacement costs:** LOC8 XT Tracking Unit - \$2,099.00 each; LOC8 XT Beacon & Charger Combo - \$300.00 each.
- 4. **Additional Supplies:** LOC8 XT Wall Charger - \$95.00; LOC8 XT Transfer Battery - \$95.00 each.
- 5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.



BI Incorporated

Customer Business Services Department

Example:

Assumptions for illustration purposes:

Customer has a 5% annual lost/damaged allowance on HomeGuard units.
Customer's contract year runs from July 2015 through June 2016.

During the contract year the customer has reported the following equipment as lost.

1 HomeGuard Receiver
Replacement cost = \$1,320.00 each
Subtotal \$1,320.00

2 HomeGuard Transmitters
Replacement cost = \$575.00 each
Subtotal \$1,150.00

During the contract year the customer has reported the following equipment as damaged.

1 HomeGuard Receiver
Repair cost = \$350.00
Subtotal = \$350.00

Total lost and damaged equipment for the contract year was \$2,820.00

Active HomeGuard days for which the customer was billed were as follows:

July 2015	1050	Jan 2016	1125
Aug 2015	1035	Feb 2016	1070
Sep 2015	1020	Mar 2016	1032
Oct 2015	1005	Apr 2016	1016
Nov 2015	929	May 2016	903
Dec 2015	962	June 2016	910

Based on these assumptions, lost/damaged billing is calculated as follows:

Total Active HomeGuard days for the year = 12,157
 \bullet 12,157 active units/day \div 365 days = 33.31
 average active units over the year

\bullet Allowance = 5% so $33.31 \times .05 = 1.67$ units allowed

Replacement cost for one complete HomeGuard unit = \$1,895.00
 \bullet 1.67 units allowed \times \$1,895.00 = \$3,164.65

Customer is allowed to lose HomeGuard equipment worth \$3,164.65 for this contract year.

\bullet Actual lost/damaged equipment was \$2,820.00.

\bullet Since the customer was within their allowance there is no lost/damaged billing for this contract year.

BI LOST & DAMAGED EQUIPMENT BILLING

When a customer has an annual allowance for lost and damaged equipment it means they are allowed to lose or damage equipment up to that annual allowance without incurring any charges. A lost/damaged allowance may either be a fixed quantity of units (i.e. the customer is allowed to lose one unit per year without charge) or a percentage of the average active units for the customer over a year's time. A lost/damaged allowance is specific to one type of equipment, but customers may have allowances for several different equipment types.

Since the allowance is an annual one, lost and damaged billing is calculated at the end of the customer's contract year. (This may or may not coincide with the calendar year). Any equipment reported lost by the customer during the year is logged into a spreadsheet which will be available for review at billing time. Any equipment received back at BI in damaged condition is also logged in this spreadsheet, along with the repair cost. This information is accumulated until the end of the contract year, when billing occurs.

Billing is calculated as follows:

Let's say that a customer has a 5% annual allowance on BI HomeGuard[®] units. This means the customer is allowed to lose up to 5% of their average active HomeGuard units over a year's time without being billed.

In order to determine the average active HomeGuard units, we will look back at the customer's HomeGuard usage for the 12-month period covered. We add up all Active HomeGuard days for those twelve months and divide by 365. This gives the average HomeGuard units over the year.

This number is multiplied by 5% which tells us how many units the customer is allowed to lose at no charge. We multiply this allowed number by the replacement cost for one complete HomeGuard to determine the dollar value of the allowance. (If the allowance is one fixed unit then the calculation is simpler since we can take the replacement cost for one unit.).

CBS staff will look at all of the lost and damaged equipment for the year in question. CBS will verify that each unit reported lost has not since been returned to BI. (If it has been returned to BI in good condition, it is removed from the lost spreadsheet without penalty to the customer. If it has been returned as damaged, it will no longer be logged with the full replacement cost, but rather the repair cost.). The total repair/replacement cost will be summed and this number compared to the dollar value of the allowance calculated above. The customer will be billed for any lost or damaged charges that exceed the allowance.

Example to the left.

AFFIDAVIT OF NON-COLLUSION

STATE OF COLORADO
COUNTY OF BOULDER

I, Danna Coapland, holding the title and position of VP, FINANCE at the firm BI, INC. affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

Danna Coapland
AFFIANT

Subscribed and sworn to before me this 29th day of July 20 21

Juli Sue Wacker
(Notary Public),

Boulder County.

My commission expires 5/20 20 22

JULI SUE WACKER
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20144020579
My Commission Expires 5/20/2022

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1123

Adopted Date August 17, 2021

AUTHORIZE MUTUAL CONFIDENTIALITY AGREEMENT BETWEEN HORAN ASSOCIATES AND DENTAL CARE PLUS

WHEREAS, certain information is needed from Dental Care Plus in order for Horan Associates to prepare an RFP on behalf of Warren County relative to the dental care plan, and release of such information requires authorization of a Mutual Confidentiality Agreement; and

NOW THEREFORE BE IT RESOLVED, to authorize the Mutual Confidentiality Agreement in order for Horan Associates to conduct the RFP process on behalf of Warren County and relative to dental plan; 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR/

cc: c/a—Horan Associates
c/a—Dental Care Plus
Tammy Whitaker, OMB
Benefits File

MUTUAL CONFIDENTIALITY AGREEMENT

This confidentiality agreement is effective as of July 9, 2021, ("Effective Date") between HORAN Associates, Inc. (hereafter "consultant"), and Dental Care Plus, Inc., an Ohio Corporation (DCP), on behalf of itself and all of its subsidiaries and affiliates, (hereafter "DCP") (each a "Party" and collectively the "Parties") and is executed in connection with a Request for Proposal (RFP) that Consultant intends to issue on behalf of Warren County Commissioners ("Client"), to whom DCP currently provides dental insurance services.

In order to prepare the RFP, Consultant needs to receive from DCP certain information relating to the insurance services provided by DCP to Client; specifically, data consisting of the names, addresses, specialties, and National Provider Identifier (NPI) numbers for all providers used by the participants and beneficiaries in Client's dental plan during the 12-month period ending 11/30/2019, together with the number of claims, visits, and total amounts paid by DCP to each of those providers in connection with claims submitted by the Client's participants and beneficiaries during the period in question (collectively, "Proprietary Information"). Proprietary Information shall not, however, include any information that: (a) was or is publicly known, made generally available to the public, or released by DCP to other persons without the benefit of a confidentiality agreement; (b) becomes publicly known or made generally available to the public through no action or inaction of Consultant; (c) is or was in the possession of Consultant prior to disclosure by DCP; or (d) is independently developed by Consultant without use or reference to DCP's Proprietary Information.

DCP agrees to provide the necessary Proprietary Information in connection with this RFP, and the parties agree as follows:

1. Consultant agrees that it will only use Proprietary Information for the purpose of preparing the RFP for this Client. Each Party agrees that only those individuals employed by such Party or its affiliates ("DCP's Representatives" and "Consultant's Representatives") who have a need to know the other Party's Proprietary Information as part of this bid process and have been made aware of the terms of this Agreement and have agreed to abide by its terms will have access to Proprietary Information of the other Party.
2. DCP agrees that Consultant may disclose Proprietary Information to the other bidders submitting a response to this RFP which will be used for the sole purpose of performing a comparison of the bidder's Provider network including its participating providers and claim reimbursement rates and not for any other purpose (e.g., solicitation purposes). Each such carrier that receives Proprietary Information must sign a copy of the Joinder Agreement attached as Exhibit A to this Agreement. If Consultant discloses the Proprietary Information pursuant to this paragraph, Consultant shall label all documents and communications containing the Proprietary Information as "Confidential and Proprietary – for use only in connection with this RFP Response." Neither Consultant nor any of its Representatives will disclose the Proprietary Information to any other person or entity outside of Consultant (except Client), unless Consultant obtains DCP's prior written consent to the disclosure, unless prohibited from doing so by applicable law or court order. A disclosure of Proprietary Information required under legal process shall not be considered to be a breach of confidentiality by Consultant or a waiver of such obligation by DCP. Before any such disclosure, however, Consultant shall, unless prohibited by applicable law, provide prompt written notice to DCP to enable DCP to seek a protective order or prevent disclosure.

3. Consultant agrees to use commercially reasonable efforts to maintain the security of the Proprietary Information of DCP.
4. Consultant will return DCP's Proprietary Information or destroy it upon completion of the RFP process if such return or destruction is feasible, except that Consultant may retain copies of the Proprietary Information for its file, legal, accounting and regulatory purposes. Furthermore Consultant shall not be obligated to erase or destroy Proprietary Information retained within automated, systematic backup archives that are not normally retrieved. If Consultant determines that return or destruction of some or all of the Proprietary Information is not feasible, Consultant agrees to: (a) extend the protections of this Agreement to any retained information for as long as Consultant retains it; and (b) limit further uses or disclosures to those that make the return or destruction infeasible.
5. Consultant will report to DCP, in writing, any unauthorized use and/or disclosure of Proprietary Information provided for by this Agreement of which it becomes aware.
6. Consultant shall regard and preserve as confidential all of DCP's Proprietary Information that has been or may be obtained by Consultant during the course of this RFP, whether Consultant has such information in memory, or in writing or in other physical form. Consultant shall not, without written authority from DCP, use for its benefit or purposes, either during the RFP process or thereafter, any Proprietary Information of DCP except as permitted by this Agreement.
7. The term of this agreement shall begin on the Effective Date and shall expire upon completion of the RFP. Notwithstanding anything to the contrary herein, the obligations assumed by the Parties in this Agreement shall continue beyond completion of this RFP (a) in the case of information or materials which constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret; (b) in the case of individually identifiable health information, for as long as such information and materials remain individually identifiable health information under applicable law; or (c) in the case of any other Proprietary Information, for as long as the Confidential Information is maintained by the Consultant or any carrier.
8. Consultant recognizes that any breach of the covenants contained in this Agreement may irreparably injure DCP. Accordingly, the non-breaching Party may, in addition to pursuing its other remedies, seek an injunction from any court having jurisdiction of the matter restraining any further violation and no bond or other security shall be required in connection with such injunction.
9. If any of the provisions herein become invalid or are declared invalid, such determination of invalidity as to the clause(s) shall not affect the other provisions of this Agreement. If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected by such a holding. If any provision is found inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.
10. This Agreement shall be binding upon Consultant and DCP and their respective successors, assigns, heirs, executors and administrators.

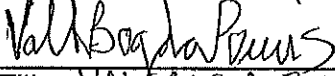
11. This Agreement contains the entire understanding of the parties hereto and supersedes all previous communications, representations, or agreements, oral or written, with respect to the subject matter hereof. No failure to exercise nor any delays in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Neither

this Agreement nor any of its provisions may be amended, supplemented, changed, waived or rescinded except by a written instrument signed by the Party against whom enforcement thereof is sought. No waiver of any right or remedy hereunder on any one occasion shall extend to any subsequent or other matter.


12. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made on and performed within the State of Ohio. Any action to enforce this Agreement shall be brought in State of Ohio; County of Hamilton.

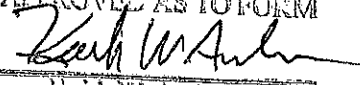
Intending to be legally bound, the Parties have executed this

Agreement, HORAN Associates (Consultant)

Signed: 
Name & Title: VALERIE A. BOFFRAN-POWERS / PRESIDENT
Date: 8-9-21

Warren County Commissioners
(Client)

Signed: 
Name & Title: David Young, President
Date: 8/2 8/17/21

APPROVED AS TO FORM

Keith W. Anderson
Att. Notary Public

Dental Care Plus, Inc.
(DCP)

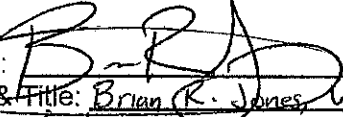
Signed: 
Name & Title: Brian R. Jones, VP, Commercial
Date: 8/5/21

Exhibit A-
Joinder
Agreement

JOINDER AGREEMENT

July 9, 2021

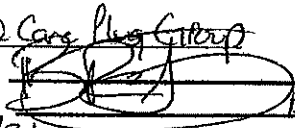
Reference is made to the attached Mutual Confidentiality Agreement dated July 9, 2021 (the "Confidentiality Agreement") between HORAN Associates, Inc, and Dental Care Plus, Inc. Capitalized terms used below that are defined in the Confidentiality Agreement are used with the meanings given such terms in the Confidentiality Agreement.

In order to complete a contract bidding process (the "Bidding Process") that Consultant intends to implement on behalf of the Client, the Consultant has requested that it be allowed to share information regarding DCP's network and claims with the undersigned. Any information concerning DCP's Provider network and claims is Proprietary Information under the terms of the Confidentiality Agreement.

The undersigned hereby agrees, for the benefit of DCP, to be bound by the obligations of the Confidentiality Agreement as if it were a party thereto. In particular, the undersigned agrees to use the information regarding DCP's Provider network and claims solely for the purpose of engaging in the Bidding Process on behalf of the Client and not for any other purpose. The undersigned agrees to destroy the Proprietary Information or return the Proprietary Information to DCP upon completion of the Bidding Process or upon the request of DCP, whichever occurs earlier.

The undersigned agrees that money damages would not be a sufficient remedy for a breach or a threatened breach of the Confidentiality Agreement and that DCP shall be entitled to specific performance and injunctive or other equitable relief without the posting of a bond or other security as a remedy for any such breach or threatened breach, in addition to all other remedies under law or equity.

UNDERSIGNED:

Company: Dental Care Plus Group
Signed: 
Name & Title: Benjamin R. Jones VP, Commercial
Date: 8/5/21

Resolution

Number 21-1124

Adopted Date August 17, 2021

AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN CHANGE ORDER NO 23 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

WHEREAS, pursuant to Resolution #18-0856, this Board of County Commissioners (the "Board") entered into an agreement with Granger Construction Co., Inc. (the "CMR") for preconstruction services for the Project, with the understanding that a guaranteed maximum price ("GMP") for construction of the Project was anticipated to be added to the agreement by amendment; and

WHEREAS, pursuant to Resolution #19-1094, adopted August 20, 2019, this Board authorized the County Administrator to execute the documents relative to the final Guaranteed Maximum Price; and

WHEREAS, Granger has a presented change order number 23 to accommodate changes needed relative to additional grading and rip rap requested by Trevor Hearn, Director of Facilities Management in order to upgrade the drainage around the building; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign Change Order No 23, for an increase of \$193,358.78 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,701,003.29; said change order with supporting/open book pricing 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A— Granger Construction Co., Inc
Project file
Granger Construction Co. J. Woehrle

Sheriff (file)
Martin Russell/Tiffany Zindel
Facilities Management (file)



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
08/12/2021
CHANGE ORDER #: 23

TO (CONTRACTOR): Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

- DISTRIBUTION:**
- Granger Construction Company
 - Wachtel & McAnally Architects/Planners, Inc
 - OFFICE
 - FIELD
 - OTHER

CHANGE ORDER INFORMATION

You are directed to make the following changes to this Contract:

PCO 249 - Additional Grading & Rip Rap Requested by Facility Maintenance

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	249	Additional Grading & Rip Rap Requested by Facility Maintenance	PCO	249	\$193,358.78

TOTAL: \$ 193,358.78

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	\$ 166,419.61
The Contract Sum prior to this Change Order was	\$ 49,507,644.61
The Contract Sum will be increased by this Change Order	\$ 193,358.78
The new Contract Sum will be	\$ 49,701,003.39
The Contract Time will be decreased by 0 days	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45038

By: 

Date: 8-17-21

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 8/12/21

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43055

By: 

Date: 8/12/21



CHANGE ORDER REQUEST

DATE: 08/12/2021
PCO#: 249

Granger Construction Company
1822- 00 - Warren County Jail

To: Tiffany Zindel
Warren County
406 Justice Drive
Lebanon, OH 45036
Phone: 513-695-1241
Fax:
Email: Tiffany.Zindel@co.warren.oh.us
CC:

From: Jason Woehrle
Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911
Phone:
Fax:
Email: jwoehrle@grangerconstruction.com

Below is the detail for our proposal to complete the following changes in contract work:

Default for PCO: Additional Grading & Rip Rap Requested by Facility Maintenan
Proposed Scope of Work: Additional Grading & Rip Rap Requested by Facility Maintenan

The prices below are valid until 08/17/2021.

Funding Source for Change Order:
Granger/Megen GMP: \$193,358.78
Owner Contingency: (\$193,358.78)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Additional Grading & Rip Rap Requested by Facilities Bonds	New		0000610-00		\$1,110.75
2 : Additional Grading & Rip Rap Requested by Facilities Sub Bon	New		0000620-00		\$1,851.25
3 : Additional Grading & Rip Rap Requested by Facilities CM Fee	New		0000092-00		\$4,716.07
4 : Additional Grading & Rip Rap Requested by Facilities Insuranc	New		0000620-02		\$555.38
5 : Additional Grading & Rip Rap Requested by Facilities MBC	New		0002200-00		\$185,125.33
Total:					\$193,358.78

Submitted By:

Jason Woehrle
Rob Train

08/12/2021
Date

Approved By:

Tiffany Zindel
Warren County

Date



1613 S Defiance St.
P.O Box 30
Archbold, Ohio
419-445-1015
Fax 419-446-2626

August 09, 2021

Jason Woehrle, *Regional Director*
Granger Construction Company
400 Lazelle Rd., Suite 18A
Columbus, Ohio 43240

RE: COR 005: Warren County Extra Work

Miller Bros. Construction, Inc. is submitting a not to exceed price in the amount of \$176,771.35 for multiple scopes of extra work at Warren County Jail Phase 2 in Lebanon, OH.

Scope Items Below:

1. Clearing of the bushes and trees on the East bank near the walk path.
2. Reshape the East hill using the pre-existing mound of dirt using heavy equipment to create a smoother transition for the onsite mowing contractor.
3. Furnish and install Type D rip rap 12' wide x 1' deep in the swale on top of woven fabric. This swale wraps from HW-102 to HW-104. Other areas of Type D rip rap is from the SW swale to the existing city CB.
4. Furnish and install a 4 foot riser on CB-11, backfill the structure with #57 limestone, reset the top with casting, then place Type D rip rap around the top to allow positive drainage with minimal sediment infiltration.
5. Furnish and install 4 inches of decorative rainbow gravel with fabric between the sidewalk and the south side of the building around to the East.
6. Mobilization of equipment.

Pricing Breakdown:

1. Base Estimate - \$176,771.35
2. Base + Alternate A - \$180,526.10
3. Base + Alternate B - \$181,370.58
4. Base + Alternate A + Alternate B - \$185,125.33 ← Selected Option

Clarifications:

1. MBC to contact OUPS prior to any work being completed.
2. No work shall be implied or inferred as a result of this submission.
3. All work to remain bundled unless otherwise discussed.
4. Written approval/acceptance of change order pricing is required prior to ordering any material.
5. Assumes all soils stable and suitable enough to support proposed construction activity. No undercutting or subgrade manipulation has been included in this proposal.
6. No QA/QC and/or geotechnical testing is included.
7. No Handling or disposing of hazardous/contaminated materials or debris has been included in this pricing.
8. Anything not mentioned in the above scope is not included.
9. Cost of any fence removal is not included in this estimate.
10. No material haul off is included in this estimate.
11. No Seeding or erosion blankets are included in this estimate.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Braden Martinez
Miller Bros. Construction, Inc.

CHANGE ORDER PRICING REVIEW

Project No.: 119345
 Project: Warren County Jail Phase 2
 Contractor: Müller Bros. Const., Inc.
 Engineer: IDF

Date: 8/9/2021
 County: Warren

Description: COR 005: Warren County Extra Work
 Multiple Scopes of work detailed in the cover sheet

A. LABOR:	Hours	x	Rate	Totals
Worker Classification - Foreman	130	x	\$ 89.75	\$ 11,667.50
Worker Classification - Foreman - Overtime	0	x	\$ 128.28	\$ -
Worker Classification - Operator	330	x	\$ 78.27	\$ 25,829.10
Worker Classification - Operator - Overtime	0	x	\$ 108.73	\$ -
Worker Classification - Laborer	260	x	\$ 65.71	\$ 17,084.60
Worker Classification - Laborer - Overtime	0	x	\$ 92.22	\$ -
		x	\$ -	\$ -
		x	\$ -	\$ -

B. EQUIPMENT:	Units	x	Rate	Totals
D6 Dozer w/ GPS	60	x	\$ 133.40	\$ 8,004.00
Skid Steer w/ attachments	60	x	\$ 74.75	\$ 4,485.00
CAT 950 Loader	70	x	\$ 86.25	\$ 6,037.50
Superintendent Pickup	130	x	\$ 13.80	\$ 1,794.00
Cat 330 Excavator	140	x	\$ 143.75	\$ 20,125.00
Single Axle Dump Truck (Day Rate)	13	x	\$ 166.75	\$ 2,167.75

(hr, day, week)

C. MATERIALS	Units	x	Rate	Tax	Totals
Melvin #57 Stone (TN)	150	X	\$ 18.85	\$	\$ 2,827.50
Melvin Type D Rip Rap (TN)	1800	X	\$ 24.45	\$	\$ 44,010.00
Woven Fabric (Rolls)	5	X	\$ 401.96	\$	\$ 2,009.80
Rainbow Gravel (TN)	20	X	\$ 285.00	\$	\$ 5,700.00
Mack Industries CB Riser	1	X	\$ 1,090.00	\$	\$ 1,090.00

(hr, day, week)

D. TRUCKING:	Units	x	Rate	Totals
Melvin Trucking (TN)	1950	x	\$ -	\$ -
MBC Trucking (Decorative Stone)	1	x	\$ 200.00	\$ 200.00
Equipment Mobilization	1	x	\$ 8,000.00	\$ 8,000.00
		x	\$ -	\$ -

(Miles or Hours) (Rate or Shipping)

Subtotal (A+B+C+D+E)	\$	161,031.75
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E. OVERHEAD/ PROFIT: (15% on Items C & D)	\$	9,575.60
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G. SUBCONTRACTOR	Totals
Clearing and Grubbing	\$ 5,360.00
Subtotal (G)	\$ 5,360.00

H. SUBCONTRACTOR: (15%)	\$	804.00
--------------------------------	----	---------------

TOTAL (A+B+C+D+E+F+G+H) \$ **176,771.35**

I. ALTERNATE A	Totals
Alternate: Clearing and Grubbing with Haul Off	\$ 3,265.00
Subtotal (G)	\$ 3,265.00

J. ALLOWABLE MARKUP: (15%)	\$	489.75
TOTAL (A+B+C+D+E+F+G+H+I+J)	\$	180,526.10

K. ALTERNATE B	Totals
Alternate: Extend Rip Rap to the Swale (Pricing Breakdown on Page 3)	\$ 4,232.48
Subtotal (G)	\$ 4,232.48

L. ALLOWABLE MARKUP: (15%)	\$	366.75
TOTAL (A+B+C+D+E+F+G+H+K+L)	\$	181,370.58

TOTAL (Base + Alternate A + Alternate B) \$ **185,125.33**

CHANGE ORDER PRICING REVIEW

Project No.: 119345
 Project: Warren County Jail Phase 2
 Contractor: Miller Bros. Const., Inc.
 Engineer: IDE

Date: 8/5/2021
 County: Warren

Description: COR 005; Warren County Extra Work
 Alternate Pricing for extending the Type D Rip Rap from the top to bottom of the East Svale

A. LABOR:	Hours	x	Rate	Totals
Worker Classification - Foreman	3	x	\$ 89.75	\$ 269.25
Worker Classification - Foreman - Overtime	0	x	\$ 128.28	\$ -
Worker Classification - Operator	6	x	\$ 78.27	\$ 469.62
Worker Classification - Operator - Overtime	0	x	\$ 108.73	\$ -
Worker Classification - Laborer	6	x	\$ 65.71	\$ 394.26
Worker Classification - Laborer - Overtime	0	x	\$ 92.22	\$ -
		x	\$ -	\$ -
		x	\$ -	\$ -

B. EQUIPMENT:	Units	x	Rate	Totals
Superintendent Pickup	2	x	\$ 13.80	\$ 27.60
Cat 330 Excavator	2	x	\$ 143.75	\$ 287.50
Single Axle Dump Truck (Day Rate)	1	x	\$ 166.75	\$ 166.75
CAT 950 Loader	2	x	\$ 86.25	\$ 172.50
		x		\$ -
		x		\$ -

(hr, day, week)

C. MATERIALS	Units	x	Rate	Tax	Totals
Melvin Type D Rip Rap (TN)	100	X	\$ 24.45	\$	2,445.00
		X		\$	-
		X		\$	-
		X		\$	-
		X		\$	-

(hr, day, week)

D. TRUCKING:	Units	x	Rate	Totals
Melvin Trucking (TN)	100	x	\$ -	\$ -
		x		\$ -
		x		\$ -
		x		\$ -

(Miles or Hours) (Rate or Shipping)

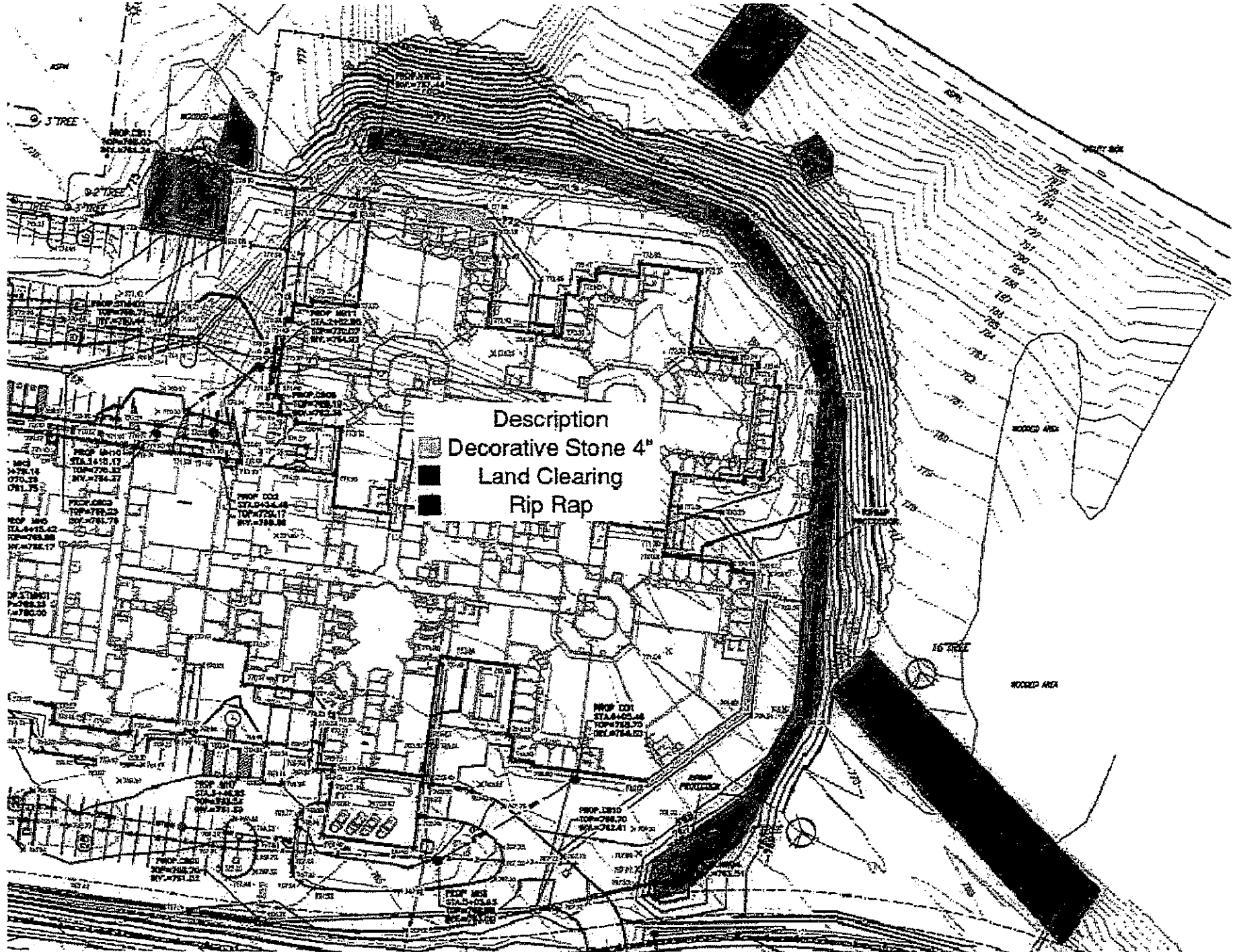
Subtotal (A+B+C+D+E)	\$ 4,232.48
-----------------------------	--------------------

E. OVERHEAD/ PROFIT: (15% on Items C & D)	\$ 366.75
--	------------------

G. SUBCONTRACTOR	Totals
	\$ -
Subtotal (G)	\$ -

H. SUBCONTRACTOR: (15%)	\$ -
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TOTAL (A+B+C+D+E+F+G+H) \$ 4,599.23



CORE & MAIN

INVOICE

1830 Craig Park Court
St. Louis MO 63146

Invoice # P117000
Invoice Date 6/23/21
Account # 150318
Sales Rep EBEN MILES
Phone # 937-667-2169
Branch #503 Tipp City, OH
Total Amount Due \$401.91

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

Shipped To:
CUSTOMER PICK-UP

MILLER BROS. CONST., INC. 000/0000
PO BOX 30 00000
ARCHBOLD OH 43502-0030

CUSTOMER JOB- ZEUS Project Zeus

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 6/22/21 Date Shipped 6/22/21 Customer PO # 120325-003 Job Name Project Zeus Job # ZEUS Bill of Lading Shipped Via WILL CALL Invoice# P117000

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
.3FX5512432	FX-55 12.5X432 WOVEN FABRIC 600 SQ YARDS	1	1		401.96000	EA	401.96

Freight Delivery Handling Restock Misc

Subtotal: 401.96
Other: .00
Tax: .00
Invoice Total: \$401.91

Terms: NET 30
Ordered by: SCOTT

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



The Melvin Stone Co., LLC
 228 Melvin Rd.
 Wilmington, OH 45177
 800-521-7556

WARRENCOUNTYJAIL2021

Quote Date: 8/5/2021
 Expire Date: 9/4/2021

Page 1 of 1

Quote

Bill To:

Ship To:

39360	MILLER BROS CONSTRUCTION P O BOX 30 ARCHBOLD, OH 43502
Contact:	Lisa Nofziger
Phone:	419-445-1015
Fax:	

--

Salesperson : RYAN GARRISON

Quote Description : WARREN CO JAIL 2021/LEBANON
JUSTICE DR

<u>Location</u>	<u>Product</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Delivered Price</u>	<u>Sales Price</u>
2201	005720	#57 LIMESTONE	150	Ton	18.85	\$2,827.50
2201	016729	TYPE D RIP RAP	1275	Ton	24.45	\$31,173.75

Total Amount: \$34,001.25

Terms: Payment terms are net 30 days. A 1.5% late charge will be assessed per month on all past due balances.
 Comments:

Accepted by: _____

Date: _____

- Quote valid for 30 days without P.O.
- Quote excludes applicable taxes.
- Fuel surcharges may apply.
- 18 ton minimum load required.
- \$0.50 per ton charge will be added to delivered price for material dumped into box/paver.
- Hourly charges may be incurred for time spent on job site of 30 minutes or longer.

Kyle

The price of the 2-2b fiber is \$310.00

My freight to Lebanon would be \$780.00

Thanks



John Herl
Regional Sales Manager

Mack Industries, Inc.

507 Derby Avenue Bowling Green, OH 43402

Phone: 866.354.6225 3702/73702 | Cell: 419.392.4628 | Fax: 419.392.9812

email: herl@mackconcrete.com

web: www.mackconcrete.com

"Quality and Service since 1932"

Chattanooga Stone 2"-5" 1"-1 1/2" 1"-4"	\$159/Ton \$25/5 Gallon Bucket
Indian Creek Gravel 3/4"-1" 1"-2" 2"-5"	\$100/Ton \$20/5 Gallon Bucket
Alabama Sunset Pea Gravel 1" 2"-4"	\$285/Ton \$25/5 Gallon Bucket
Sedona Cobbles	\$425/Ton \$4.95 each
Black Chips 2"	\$200/yard \$30/5 Gallon Bucket \$350 for Basket on Pallet
Crushed Brick Aggregate	\$165/ton \$29/5 Gallon bucket
Rainbow Gravel *white Rock	\$195/yard \$25/5 Gallon bucket

20 Tons = \$5700,00 with tax
 be 6099,00

2021 EQUIPMENT RATES UNOPERATED

Description	Unit	Rate
MILLING MACHINE	HR	\$ 442.75
SHEEPSFOOT PULL ROLLER	DA	\$ 11.50
CAT 563 VIBRO-SHEEPSFOOT	HR	\$ 103.50
CAT 815 COMPACTOR	HR	\$ 120.75
CAT 825 COMPACTOR	HR	\$ 143.75
CAT 563 SMOOTH DRUM ROLLER	HR	\$ 103.50
SMALL VIB ROLLER 4-6 TON	HR	\$ 57.50
WALK BEHIND ROLLER	DA	\$ 40.25
PROOF ROLLER	DA	\$ 23.00
CAT D-4 / JD 550 DOZER	HR	\$ 63.25
CAT D-5 / JD 650 DOZER	HR	\$ 80.50
CAT D-5/ JD 650 DOZER W/ GPS	HR	\$ 97.75
CAT D-6 DOZER	HR	\$ 92.00
CAT D-6 LGP DOZER W/ GPS	HR	\$ 133.40
CAT D-6 LGP DOZER	HR	\$ 109.25
CAT D-7 DOZER	HR	\$ 126.50
CAT D-8 DOZER	HR	\$ 143.75
CAT 12 GRADER	HR	\$ 97.75
CAT 14 GRADER	HR	\$ 103.50
CAT 143 GRADER W/GPS	HR	\$ 132.25
DISK PULL TYPE	DA	\$ 57.50
LAND LEVELER / DRAG	DA	\$ 57.50
FIAT SMALL GRADER	HR	\$ 57.50
SKID STEER INCL ATTACHMENTS	HR	\$ 74.75
CAT 936 LOADER	HR	\$ 74.75
CAT 938 LOADER	HR	\$ 74.75
CAT 950 LOADER	HR	\$ 86.25
CAT 966 LOADER	HR	\$ 97.75
JD W/KTEC PULL SCRAPER(MBC)	HR	\$ 224.25
CAT CHAL W/KTEC PULL SCRAPER(NDK)	HR	\$ 287.50
CAT CHAL W/KTEC PULL SCRAPER(NDK) GPS	HR	\$ 316.25
CAT 613 SCRAPER	HR	\$ 126.50
CAT 627 SCRAPER	HR	\$ 172.50
CAT OFF-ROAD WATER TRUCK	HR	\$ 161.00
IH 4900 BOOM TRUCK	HR	\$ 19.55
SUPTRUCK	HR	\$ 13.80
LOWBOY-TRACTOR & TRAILER	HR	\$ 132.25
LARGE FUEL TANK	DA	\$ 1.15
FIELD OFFICE MBC TRAILER	DA	\$ 40.25
4" GAS/DIESEL WATER PUMP	DA	\$ 46.00
6" DIESEL WATER PUMP	DA	\$ 69.00
LIGHT PLANT	DA	\$ 28.75
MESSAGE BOARD	DA	\$ 23.00

** Rates good through 09/30/2021 **

2021 EQUIPMENT RATES UNOPERATED

Description	Unit	Rate
ARROW BOARD	DA	\$ 23.00
TRACTOR WITH BROOM	HR	\$ 86.25
FORKLIFTS	HR	\$ 97.75
FUEL BUGGY	HR	\$ 9.20
HYD HAMMER - EXCAV ATTACH	HR	\$ 11.50
LIGHT PLANT	DA	\$ 28.75
MEDIUM GENSET 10KW~100KW	DA	\$ 86.25
JD 4WD RUBBER TIRE TRACTOR	HR	\$ 138.00
VERMEER TRENCHER(UNDERDRAIN)	HR	\$ 299.00
DITCH WITCH SMALL TRENCHER	HR	\$ 132.25
RUBBER TRAC FARM TRACTOR	HR	\$ 138.00
VERMEER STREET CUTTER	HR	\$ 172.50
WATER TOWER	DA	\$ 28.75
BLAW-KNOX ROAD WIDENER	HR	\$ 287.50
JOY AIR COMPRESSER	DA	\$ 34.50
PICKUP TRUCK	HR	\$ 13.80
MECHANICS TRUCK	HR	\$ 57.50
FLAT BED / BOOM TRUCK	HR	\$ 19.55
FLAT BED / ZONE TRUCK	HR	\$ 17.25
VAN TRAILERS	DA	\$ 40.25
SINGLE AXLE DUMP TRUCK	DA	\$ 166.75
NON-PLATED WATER TRUCK	HR	\$ 143.75
GREASE TRUCK	HR	\$ 57.50
FUEL TRUCK	DA	\$ 40.25
LOWBOY TRACTOR W/ TRAILER	HR	\$ 132.25
MILL CREW LOWBOY W/TRAILER	HR	\$ 132.25
6 WHEEL TRUCK 35 TON	HR	\$ 178.25
6 WHEEL TRUCK 40 TON	HR	\$ 178.25
GATOR / ATV	DA	\$ 69.00
CAT 312 EXCAVATOR	HR	\$ 74.75
RT-EXCAVATOR (CAT 318)	HR	\$ 161.00
CAT 320 EXCAVATOR	HR	\$ 103.50
CAT 330 EXCAVATOR	HR	\$ 143.75
CAT 345/350 EXCAVATOR	HR	\$ 178.25
CASE 580 BACKHOE	HR	\$ 69.00
MINI EXCAVATORS	HR	\$ 60.95
KOMATSU PC 750	HR	\$ 207.00

** Rates good through 09/30/2021 **

Time and Material Labor Cost Breakdown

Miller Bros. Const., Inc.
Archbold, Ohio
Superintendent/Foreman
Foreman

BASE HOURLY RATE		Straight Time \$50.00	Time & A Half \$75.00	Double Time \$100.00
FRINGE BENEFITS				
Health & Welfare		\$7.00	\$7.00	\$7.00
Pension		\$3.70	\$3.70	\$3.70
Apprentice Fund		\$0.40	\$0.40	\$0.40
Administration		\$0.27	\$0.27	\$0.27
Other (LECET)		\$0.15	\$0.15	\$0.15
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
	TOTAL FRINGES:	\$11.52	\$11.52	\$11.52
TAXES				
	Percentage			
FICA	7.65%	\$3.83	\$5.74	\$7.65
Federal Unemployment	8.86%	\$4.43	\$6.65	\$8.86
State Unemployment	9.40%	\$4.70	\$7.05	\$9.40
	TOTAL TAXES:	\$12.96	\$19.43	\$25.91
OTHER				
Workers Compensation	4.87%	\$2.44	\$3.65	\$4.87
General Liability Insurance	3.00%	\$1.50	\$2.25	\$3.00
Other	0.00%	\$0.00	\$0.00	\$0.00
Other	0.00%	\$0.00	\$0.00	\$0.00
Other	0.00%	\$0.00	\$0.00	\$0.00
	TOTAL OTHER:	\$3.94	\$5.90	\$7.87
	SUBTOTAL:	\$78.41	\$111.86	\$145.30
Small Tools (on base wage rate)	6.00%	\$3.00	\$4.50	\$6.00
	SUBTOTAL:	\$81.41	\$116.36	\$151.30
OVERHEAD:	5.00%	\$4.07	\$5.82	\$7.57
	SUBTOTAL:	\$85.48	\$122.17	\$158.87
PROFIT:	5.00%	\$4.27	\$6.11	\$7.94
	TOTAL HOURLY LABOR RATE:	\$89.75	\$128.28	\$166.81

** Rates good through 04/30/2022 **

Time and Material Labor Cost Breakdown

Miller Bros. Const., Inc.
Archbold, Ohio
Laborers
Journeyman

		Straight Time	Time & A Half	Double Time
BASE HOURLY RATE		\$34.40	\$51.60	\$68.80
FRINGE BENEFITS				
Health & Welfare		\$7.00	\$7.00	\$7.00
Pension		\$3.70	\$3.70	\$3.70
Apprentice Fund		\$0.40	\$0.40	\$0.40
Administration		\$0.27	\$0.27	\$0.27
Other (LECET)		\$0.15	\$0.15	\$0.15
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
	TOTAL FRINGES:	\$11.52	\$11.52	\$11.52
TAXES	Percentage			
FICA	7.65%	\$2.63	\$3.95	\$5.26
Federal Unemployment	8.86%	\$3.05	\$4.57	\$6.10
State Unemployment	9.40%	\$3.23	\$4.85	\$6.47
	TOTAL TAXES:	\$8.91	\$13.37	\$17.83
OTHER				
Workers Compensation	4.87%	\$1.68	\$2.51	\$3.35
General Liability Insurance	3.00%	\$1.03	\$1.55	\$2.06
Other	0.00%	\$0.00	\$0.00	\$0.00
Other	0.00%	\$0.00	\$0.00	\$0.00
Other	0.00%	\$0.00	\$0.00	\$0.00
	TOTAL OTHER:	\$2.71	\$4.06	\$5.41
	SUBTOTAL:	\$57.54	\$80.55	\$103.56
Small Tools (on base wage rate)	6.00%	\$2.06	\$3.10	\$4.13
	SUBTOTAL:	\$59.60	\$83.65	\$107.69
OVERHEAD:	5.00%	\$2.98	\$4.18	\$5.38
	SUBTOTAL:	\$62.58	\$87.83	\$113.07
PROFIT:	5.00%	\$3.13	\$4.39	\$5.65
TOTAL HOURLY LABOR RATE:		\$65.71	\$92.22	\$118.73

** Rates good through 04/30/2022 **

Time and Material Labor Cost Breakdown

Miller Bros. Const., Inc.
Archbold, Ohio
Operators
Class A

		Straight Time	Time & A Half	Double Time
BASE HOURLY RATE		\$39.54	\$59.31	\$79.08
FRINGE BENEFITS				
Health & Welfare		\$8.51	\$8.51	\$8.51
Pension		\$6.00	\$6.00	\$6.00
Apprentice Fund		\$0.85	\$0.85	\$0.85
Administration		\$0.27	\$0.27	\$0.27
Other (E & S)		\$0.09	\$0.09	\$0.09
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
Other		\$0.00	\$0.00	\$0.00
	TOTAL FRINGES:	\$15.72	\$15.72	\$15.72
TAXES	Percentage			
FICA	7.65%	\$3.02	\$4.54	\$6.05
Federal Unemployment	8.86%	\$3.50	\$5.25	\$7.01
State Unemployment	9.40%	\$3.72	\$5.58	\$7.43
	TOTAL TAXES:	\$10.24	\$15.37	\$20.49
OTHER				
Workers Compensation	4.87%	\$1.93	\$2.89	\$3.85
General Liability Insurance	3.00%	\$1.19	\$1.78	\$2.37
Other	0.00%	\$0.00	\$0.00	\$0.00
Other	0.00%	\$0.00	\$0.00	\$0.00
Other	0.00%	\$0.00	\$0.00	\$0.00
	TOTAL OTHER:	\$3.11	\$4.67	\$6.22
	SUBTOTAL:	\$68.62	\$95.06	\$121.51
Small Tools (on base wage rate)	6.00%	\$2.37	\$3.56	\$4.74
	SUBTOTAL:	\$70.99	\$98.62	\$126.26
OVERHEAD:	5.00%	\$3.55	\$4.93	\$6.31
	SUBTOTAL:	\$74.54	\$103.55	\$132.57
PROFIT:	5.00%	\$3.73	\$5.18	\$6.63
TOTAL HOURLY LABOR RATE:		\$78.27	\$108.73	\$139.20

* = 2021 Ohio Local 18 rate is estimated.

** Rates good through 04/30/2022 **

Resolution

Number 21-1125

Adopted Date August 17, 2021

APPROVE THE PROFESSIONAL SERVICE AGREEMENT WITH WORKING PARTNERS SYSTEMS, INC. AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12TH LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, WIBBCW entered into a Professional Service Agreement with Working Partners Systems, Inc. to provide Professional Services for the Area 12 Workforce Development Board; and

WHEREAS, the Board of County Commissioners and Working Partners mutually desire to continue said services from November 24, 2020 through December 31, 2021; and

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners, on behalf of the Area 12 Workforce Development Board, does hereby approve the contract with the said Provider through December 31, 2021, 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Working Partners Systems, Inc.
Area 12 Workforce Development Board (file)



Working Partners® Project Agreement

AGREEMENT DATE: November 6, 2020 (UPDATED 05/11/2021)

Working Partners Systems, Inc. (referred to as *Working Partners®*) is recognized as a firm with subject matter expertise on workplace-based prevention and drug-responsible (aka drug-free workplace [DFWP]) issues. With our 28 plus years of experience working with the business community, we have extensive “in the trenches” experience with such initiatives as:

- Developing policies for drug-responsible workplaces
- DFWP employee education and supervisor training
- Management consultation
- Technical assistance and troubleshooting
- Consortium management (i.e. group priced EAP, drug testing)
- Partnership management
- Marketing products and services for drug-responsible workplaces
- Community-based assessment and collaboration around workplace AOD (alcohol and other drugs) prevention
- Developing and maintaining drug-responsible workforce community systems and initiatives

This Project Agreement (the “Agreement”) is made effective by and between Working Partners Systems Inc. (“*Working Partners®*”), with offices located at 7895 Dove Parkway, Canal Winchester, OH 43110 and Workforce Investment Board | Butler-Clermont-Warren with offices located at 406 Justice Drive, Suite 301, Lebanon, OH 45036) (“Client”).

We are committed to operating as transparently as possible and have authored this Agreement to establish and maintain a productive and mutually beneficial relationship with our Clients.

THE PARTIES AGREE AS FOLLOWS:

1. Statements of Work – “Attachment A”

1.1 *Working Partners®* will provide “Client”, with services as mutually agreed upon and described in a “Statement of Work.”

1.2 Statement(s) of Work will be written documents, signed by both parties, setting forth at a minimum:

- a. A description of the types of services to be rendered and managed;
- b. The cost for the services and payment schedule; and,
- c. Any additional terms and conditions to which the parties may agree.

Initials of “Client”

Initials of *Working Partners®*

Working Partners Systems, Inc.

614.337.8200/866.354.3397 ■ www.WorkingPartners.com ■ mail@WorkingPartners.com



Working Partners® Project Agreement

1.3 The parties contemplate that it may be desirable to make changes from time to time to the Statement(s) of Work. Before performing any work associated with any such change, a written "Change Order" shall set forth the necessary revisions to the Statement(s) of Work and any associated costs. The parties shall agree in writing that such work constitutes a change from the original Statement of Work, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by *Working Partners*® and by an authorized representative of the Client.

2. Fees and Expenses

2.1 The Client shall be responsible for all costs and conditions as identified in the applicable Statement(s) of Work (and Change Orders, as applicable) as those costs are incurred.

2.2 *Working Partners*® will invoice Client for the costs as defined in the Statement of Work and Change Orders. Client agrees to remit full payment as described in the Statement of Work plus Change Orders.

3. Term and Termination

This Agreement shall commence as of the Agreement Date above and shall remain in force through the completion of any Statements of Work between the parties.

The NON-DISCLOSURE AGREEMENT, which details Ownership of Materials, Copyright Materials, Non-Disclosure and Nonuse of Confidential Materials, is listed below as incorporated into in this Agreement, shall survive the term and termination of this agreement. Also, any reference to Ownership of Materials, Copyright Materials, Non-Disclosure and Nonuse of Confidential Materials in this agreement shall survive the term and termination of this agreement.

This Agreement is terminable by either party for convenience. Termination of the agreement, by either party, requires notice of not less than ten (10) business days, in writing, to the other party. Any outstanding balance, of work completed, will be due and payable within thirty (30) days. Upon termination of this Agreement, both parties, must return all documentation, equipment or other materials provided by either during the term of this Agreement. *Working Partners*® shall determine the outstanding expenses of the project and invoice Client for any work completed or partially completed and not yet invoiced.

4. Ownership of Materials, Copyright Materials, Non-Disclosure and Nonuse of Confidential Material

4.1 The *Working Partners*® NON-DISCLOSURE AGREEMENT signed by the parties on 4/30/2021 is hereby incorporated here in and made a part hereof.

Initials of "Client" _____

Initials of *Working Partners*® _____

Working Partners Systems, Inc.
614.337.8200/866.354.3397 ▪ www.WorkingPartners.com ▪ mail@WorkingPartners.com



5. Licensing and Works Made for Hire

The Statement of Work will specify which deliverables are “Works Made for Hire” and which are license agreements, if applicable.

5.1 All Parties acknowledge and agree that the systems of *Working Partners*® including all research, curriculum, designs, writings, photography, materials, forms, concepts, presentations, text, plans, and other material conceived, developed, utilized, copyrighted, brought to project or procured by *Working Partners*® (“Materials”) shall remain the property of *Working Partners*®. Client receives no ownership or rights to the Materials except as expressly set forth in this Agreement.


5.2 Works Made for Hire. Certain deliverables, defined and marked in the Statement of Work that is accompanying this Project Agreement, shall be “works made for hire,” with all rights therein, being the property of the Client. Nothing contained here shall be construed as prohibiting *Working Partners*®, from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for Client.


5.3 Licensing. Certain deliverables, defined and marked in the Statement of Work that is accompanying this Project Agreement, shall be licensed to Client. Subject to full payment of all fees due by Client to *Working Partners*® under this Agreement, *Working Partners*® grants Client a non-transferable, non-sublicensable, non-exclusive, and royalty-free limited license to use the Materials for the purposes outlined in and consistent with the Statement of Work. Any other use of the Materials, whether or not commercial, is prohibited.

Client agrees it shall not reverse engineer, decompile, decrypt or otherwise attempt to derive any of the software source code; copy, modify, translate, or create derivative works of the software or Materials, or remove, alter any copyright, trademark or other proprietary notices contained in the Materials; nor shall Client assist or fund other parties in doing so.

Client must acknowledge *Working Partners*® within visual works licensed by *Working Partners*®. *Working Partners*® further grants to Client a non-transferable, non-exclusive, non-sublicensable, and royalty-free license to use *Working Partners*®’ name, trademarks, logos, and other identifying information solely in connection with Client’s use of the Materials. Client’s use shall comply with all of *Working Partners*®’ branding policies regarding the use and display of its name, trademarks, logos, and other identifying information. These are outlined in Branding Requirements, Paragraph 7.1.

The licenses granted in this section 5 are not assignable in whole or in part absent prior written approval of *Working Partners*®.

Initials of “Client” 

Initials of *Working Partners*® 

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Working Partners® Project Agreement

5.4 Ownership of Working Partners® System. This agreement will serve as a "Good Faith Agreement" between the parties that the Client will not replicate and/or fund any version of the *Working Partners*® System of Consulting, Training and Education of a drug-free workplace implementation and maintenance that would compete with *Working Partners* except for written exclusions negotiated with *Working Partners*®.

6. General Provisions

6.1 The relationship of the Client and *Working Partners*®, is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever and are not entitled to any employee benefits of the other party.

6.2 No delay, failure or default in performance of any obligation by either party, to the extent caused by *force majeure*, shall constitute a breach of this Agreement, excepting all obligations to make payments hereunder.

6.3 *Working Partners*® and Client covenant and agree that any enforcement of this Agreement shall be properly venued either in the Franklin County Court of Common Pleas in Columbus, Ohio or in the United States District Court for the Southern District of Ohio, Eastern Division located in Columbus, Ohio, and further agree that they do hereby waive all questions of personal jurisdiction or venue for the purpose of giving effect to this provision. In addition to the foregoing, in the event any issue is ever raised before a court of competent jurisdiction as to the reasonableness of this restrictive covenant, either as to time or place, such court shall be authorized, and the parties hereto so intend, to grant full or partial enforcement of the terms hereof to the extent that the said court shall determine. *Working Partners*® and Client covenant and agree that, in addition to the above, the responsible party, as determined by the Court, will be responsible for any costs, including reasonable attorney fees, incurred by the damaged party in the enforcement of this Agreement. Any bond required by the court in connection with any temporary restraining order or preliminary injunction shall not exceed \$200.00

6.4 All communications between the parties with respect to any of the provisions of this Agreement and/or specific Statement of Work or Change Orders shall be in writing and shall be sent by e-mail with delivery confirmation enabled, or verifiable personal delivery, or other commercial means of rapid delivery. Postage or costs of delivery shall be prepaid. Communications will be sent to the address of the Client or to *Working Partners*®, as set forth in the preamble of this Agreement. Each party agrees to provide the other written notice of any change of address not less than ten (10) days prior to that change becoming effective.

Initials of "Client" _____

Initials of *Working Partners*® _____

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Working Partners® Project Agreement

6.5 The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Ohio without regard to conflict of law rules; provided, however, that if any provision of the Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force.

6.6 Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right that is granted here, or to require the performance by the other party, of any provision of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be understood to be a waiver of any subsequent breach of this Agreement. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination (including without limitation the provisions of Sections 2, 4, 5, 6) shall survive such termination.

6.7 This Agreement, attachments and all other agreements (e.g., Statements of Work) referred to in this agreement, represents the entire understanding and agreement between the parties, regarding this topic, beginning on the date signed. This replaces other verbal understandings between the parties, regarding this topic.

6.8 Client hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this Agreement or made by a person or entity other than *Working Partners*®. To the extent, if any, that the terms and conditions of Client's orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

6.9 Failure to meet payment schedule as outlined in the Statement of Work may lead to suspension of work. Client will be provided with a five (5) days' notice.

6.10 *Working Partners*® does not permit video or audio recordings at any presentation or event.

7. Branding Requirements

7.1 When referencing *Working Partners*® in written form:

- a) *Working Partners*® when used as a name should be italicized and always include a registration mark indicating its national trademark.
- b) Exception: When *Working Partners*® appears in a paragraph that is already italicized, do not italicize the name.
- c) List *Working Partners*® when listing organizations involved in the program.

Initials of "Client" EP

Initials of *Working Partners*® JD

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Working Partners® Project Agreement

- d) If displaying logos of organizations involved in the project, please contact us for a *Working Partners®* logo in the appropriate format.
- e) Submit for review any collateral marketing materials prior to printing and dissemination.
- f) Additional branding guidance will be supplied as required.

8. Miscellaneous

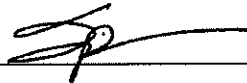
8.1 The parties may not assign this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and enforceable by the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

For "Client":

Date: ~~2021 04 30~~ _____

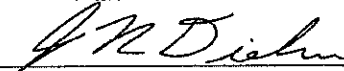
Name (Please Print): Stacy Sheffield

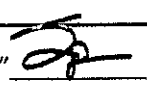
Signature: 

For Working Partners®:

Date: 5/13/2021

Name (Please Print): James Diehm

Signature: 

Initials of "Client" 

Initials of Working Partners® 

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Statement of Work

DATE: 11/24/2020 (UPDATED 05/11/2021)

This Statement of Work is made effective by and between *Working Partners*® and Workforce Investment Board | Butler-Clermont-Warren with offices located at 406 Justice Drive, Suite 301, Lebanon, OH 45036 (“Client”) and *Working Partners*®, with offices located at 7895 Dove Parkway, Canal Winchester, OH 43110.

This Statement of Work shall be conducted according to the provisions set forth in the Project Agreement dated 11/06/2020 (UPDATED 05/11/2021) and the Non-Disclosure Agreement dated 11/06/2020.

NOTE: All projected delivery dates are based on the above agreements being executed by 05/14/2021.

Goals, Working Partners® Deliverables, and Client Responsibilities

I. Executive Briefing (aka Awareness Session) <i>Projected delivery in June - July 2021</i>	
GOALS: 1. Establish a foundation of sophisticated and business-centric knowledge regarding workplace alcohol/drug and DFWP issues 2. Promote Technical Assistance (TA) Clinic and Workshop (as described below)	
<i>Working Partners® Deliverables</i>	<i>Board Responsibilities</i>
1. One, 2-hr webinar presentation for an unlimited number of businesses 2. System for registration (including registration link) 3. Sample emails to use in corresponding with participants 4. Handouts and resources for attendees 5. Written compilation of participant evaluations 6. Use of ZOOM platform, if needed and available for requested dates	1. Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote event 2. Welcome participants at beginning of event

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II. Marketing Toolkit for Technical Assistance Clinic
Projected delivery in June - July 2021

GOALS:

1. Develop tools and strategies to market the Technical Assistance Clinic
2. Provide support and expertise to Board to maximize marketing efforts

<i>Working Partners</i> ® Deliverables	Board Responsibilities
1. Customized tools to help market and facilitate the course (i.e., FAQs, course description, reminder emails)	1. Utilize marketing materials to promote TA Clinic

III. Technical Assistance Clinic (Policy Audit)
Projected delivery in July - August 2021

GOALS:

1. Increase the number of businesses in the tri-county area who understand what they can do to prevent and respond to the harmful use of opioids and other drugs, including supporting employees in recovery
2. Assist companies in assessing their own company's efforts (e.g., policy and program) according to this best-practice approach
3. Increase the number of businesses in the tri-county area who are operating best-practice DFWP policies and programs, including:
 - Having a legally-sound and operational DFWP policy
 - Administering annual employee education and supervisor training
 - Offering a second chance, when appropriate, to program offenders
 - Administering expanded opioid testing
 - Supporting employees in recovery

<i>Working Partners</i> ® Deliverables	Board Responsibilities
<ol style="list-style-type: none"> 1. One, 6-hr DFWP policy audit course (delivered in two, 3-hr webinars) for an unlimited number of businesses 2. System for registration (including registration link) 3. Sample emails to use in corresponding with participants 4. Downloadable handouts and resources for attendees 5. Written compilation of participant evaluations 6. Use of ZOOM platform, if needed and available for requested dates 	<ol style="list-style-type: none"> 1. Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote event 2. Send invitation, reminders and follow-up emails to participants 3. Welcome participants at beginning of event

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<p>7. Discounts to participants on any <i>Working Partners</i>® products/services participants identify they need to implement and/or upgrade their DFWP programs (e.g., employee education, supervisor training, specialized consultation)</p>	
<p>IV. Policy Development Workshop <i>Projected delivery in August - September 2021</i></p> <p>GOALS:</p> <ol style="list-style-type: none"> 1. Educate employers on current drug issues impacting business operations 2. Address operational issues related to running an efficient and effective DFWP program 3. Review DFWP best practices 4. Train employers about addiction, stigma and best-practice second chance operations 5. Customize legally-sound DFWP policy documents for each participating company 6. Provide DFWP technical assistance (via telephone) to attendees for one year following the workshop 	
<p><i>Working Partners</i>® Deliverables</p>	<p>Board Responsibilities</p>
<ol style="list-style-type: none"> 1. 1, 6-hour course (delivered in 2, 3-hr webinars) for up to five (5) businesses who completed the TA Clinic 2. 1:1 telephone consultation with each business to finalize DFWP policy documents 3. Customized and legally-sound DFWP documents (one per company who chooses to implement) co-authored by the law firm Littler-Mendelson, the largest U.S.-based law firm exclusively devoted to representing management in employment, employee benefits and labor law matters 4. System for registration (including registration link) 5. Sample emails to use in corresponding with participants 6. Handouts and resources for attendees 7. Written compilation of participant evaluations 8. Use of ZOOM platform, if needed and available for requested dates 9. 1 year of one-on-one technical assistance and troubleshooting to each participating organization via a consortium membership 	<ol style="list-style-type: none"> 1. Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote event 2. Send invitation, reminders and follow-up emails to participants 3. Welcome participants at beginning of event

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V. Awareness Kits
Projected Delivery in July – August 2021

GOALS: To create sustainable tools to

1. Raise awareness and provide education to employers and employees about substance use disorder and recovery in the context of the workplace
2. Raise awareness with *employers* about substance use disorder and the importance of supporting employees in recovery
3. Raise awareness with *employees and job seekers* about how to balance their needs related to maintaining lifelong recovery with employment needs and expectations

Working Partners® Deliverables	Board Responsibilities
<ol style="list-style-type: none"> 1. Awareness Kit for Employers: <ol style="list-style-type: none"> a. article, b. infographic, c. 3 -5 min. video 2. Awareness Kit for Employees: <ol style="list-style-type: none"> a. article, b. infographic, c. 3 -5 min. video <p><i>NOTE: Closed captioning is not included in this list of deliverables. If closed captioning is needed, additional costs will be quoted.</i></p>	<ol style="list-style-type: none"> 1. Provide logo and any branding requirements 2. Provide final approval on articles, infographics, and videos 3. Promote and distribute awareness kits to employers and employees/job seekers

VI. New 25 – 30-minute Course for Job Seekers Entering a Drug-Free Workplace
Projected Delivery in September 2021
Work Made for Hire

GOALS:

1. Educate job seekers about substance misuse and substance use disorder
2. Prepare job seekers for applying to and working in a drug-free workplace
3. Linking job seekers to helping resources as needed

Working Partners® Deliverables	Board Responsibilities
<ol style="list-style-type: none"> 1. Same script to use in developing welcome video 2. Alpha version of course for feedback 3. Beta version of course for feedback 4. Zip file of finished product for integration into the client’s designated website (i.e., 25 – 30-minute course with downloadable resources) 	<ol style="list-style-type: none"> 1. Identify primary point of contact who will take responsibility for tasks (e.g., gather and compile course feedback during development) 2. Provide email address and website address for “contact us” section of course 3. Appropriate sponsor/funder logos and branding specifications 4. Create welcome video to post with course

<p><i>*Licenses for licensed assets (e.g., stock graphics, music, professional voice over recordings) do not transfer to Client</i></p> <p>NOTES:</p> <ul style="list-style-type: none"> • Credits to Working Partners® will appear in final course and credits • Closed captioning is not included in this list of deliverables. If closed captioning is needed, additional costs will be quoted. 	<p>5. Provide input on welcome script for introduction to course</p> <p>6. Provide feedback as requested within pre-determined timeframe (e.g., selection of voiceover talent, script, alpha and beta versions of the course)</p> <p><i>Additional comments may be added, but core script must be read to match onscreen verbiage/images in course.</i></p>
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Financial Commitment

I.	Executive Briefing	\$2,596
II.	Marketing Toolkit for TA Clinic & Policy Development Workshop	\$971
III.	Technical Assistance Clinic	\$8,770
IV.	Policy Development Workshop (including 1-year technical assistance for each participating company)	\$16,203
V.	Two Awareness Kits*	\$31,221
VI.	New 25 – 30-minute Course*	\$56,432

*Cost does not include closed captioning

Total: **\$116,193**

Payment Schedule

Due at agreement signing: 100% Executive Briefing & Marketing Toolkit + 50% of New Course	\$31,783
Due prior to delivery: 100% Technical Assistance Clinic	\$8,770
Due prior to delivery: 100% Policy Development Workshop	\$16,203
Due prior to delivery: 100% of Awareness Kits	\$31,221
Due prior to final delivery: 50% of New Course	\$28,216

Notes:

- Prices and terms of Statement of Work are effective until June 1, 2021, at which time deliverable dates and pricing will be re-evaluated.
- It is understood that the price is a set price for the Policy Development Workshop and will not be prorated in the event that less than 5 businesses attend the workshop.
- In the event that more than 5 companies are interested in attending the policy development workshop, the trainer may be able to accommodate an additional company(ies) for \$1,150 per business or the client may request a second workshop.


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- In the event Workforce Investment Board | Butler-Clermont-Warren needs to cancel either event within 10 days of its occurrence, *Working Partners*® reserves the right to invoice for costs incurred as a result of the cancellation.
- Hourly consultation, as needed, at \$250/hour.
- Licensed materials do not transfer to Client.
- This Agreement must be signed at least 21 days prior to Executive Briefing event.

For "Client":

Date: ~~2021-04-30~~ _____

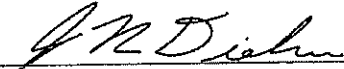
Name (Please Print): Stacy Sheffield

Signature:  _____

For *Working Partners*®:

Date: 5/13/21

Name (Please Print): James Diehm

Signature:  _____

Working Partners Systems, Inc.
614.337.8200/866.354.3397 ▪ www.WorkingPartners.com ▪ mail@WorkingPartners.com



Working Partners® Non-Disclosure Agreement

This NON-DISCLOSURE AGREEMENT (the "Agreement") is made as of November 6, 2020, by and between Working Partners Systems, Inc. ("Working Partners®"), an Ohio corporation with an office at 7895 Dove Parkway, Canal Winchester, Ohio 43110 and Workforce Investment Board | Butler-Clermont-Warren with offices located at 406 Justice Drive, Suite 301, Lebanon, OH 45036) (the "Company").

RECITALS:

- A. Working Partners®, and the Company intend to exchange information and may commence communications regarding either an ongoing partnership and/or potential business development (the "Proposed Transaction").
- B. During the evaluation and execution of the Proposed Transaction, it is likely that the parties may disclose to each other certain Confidential Information (as defined below).
- C. The parties desire to enter into this mutual Agreement to protect such Confidential Information from unauthorized use or disclosure.

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

1. Confidential Information. "Confidential Information" includes all information, disclosed, either directly or indirectly, by either party, in writing, orally, or electronically, or by observation or any other form of communication or detection. Confidential materials include, for example, but not limited to the following:
 - Client Lists and other Data
 - Plans, Policies, Techniques
 - Financial Information
 - Methods and Processes
 - Substance-free ("drug-free") workplace documents and related template materials
 - Data enrollment forms

Confidential Information shall remain the sole property of the disclosing party unless the ownership of the Confidential Information is otherwise expressly set forth in the Agreement. Items will not be

1 of 5

Initials of "Company" SP

Initials of Working Partners® JD

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Working Partners® Non-Disclosure Agreement

considered Confidential Information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one party without access to the Confidential Information of the other; (d) rightly known to the recipient at the time of disclosure as verified by its written records; or, (e) is disclosed in response to a valid order by a court or governmental body; provided, however, that Recipient shall provide prompt written notice thereof to Discloser to enable it to seek a protective order or otherwise prevent disclosure.

2. Nondisclosure and Nonuse. The party receiving Confidential Information ("Recipient") from the other party ("Discloser") agrees not to disseminate or in any way disclose any Confidential Information to any person or entity, except to those of Recipient's employees, agents and representatives who both: (i) need to know such information for the purpose of evaluating the Proposed Transaction, and (ii) have previously agreed, either as a condition to employment or in order to obtain Confidential Information, to be bound by terms and conditions substantially similar to those of this Agreement. The receiving party will be responsible for breaches by employees, agents and representatives, hired by or retained by the Recipient. Recipient further agrees not to use Confidential Information for its own benefit, for the benefit of any third party, or for any purpose other than evaluating the Proposed Transaction. Recipient agrees to treat Confidential Information of Discloser with at least the degree of care that it accords its own Confidential Information, and Recipient represents that it exercises reasonable care to protect its own Confidential Information. Recipient will immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information, and Recipient shall assist Discloser in remedying any such unauthorized use or disclosure of Confidential Information. The receiving party agrees to be responsible for any damages caused by it or its employees, agents and representatives that may breach this agreement. Upon notice of termination by either Party, all Working Partners® Property and any copies or reproductions thereof, shall be returned.
3. Ownership of Deliverables

All materials and/or strategic processes which are supplied and delivered by *Working Partners®* (hereafter "*Working Partners® Property*") are and shall be the sole and exclusive property of *Working Partners®*. The Property shall be utilized by the Company for the sole and limited purpose of exploring the Proposed Transaction. *Working Partners® Property* includes, but is not limited to, the following examples:

- substance-free workplace policies and template materials
- training curriculum & materials
- substance-free workplace manual(s) and educational resources
- *Working Partners®* name and strategic processes

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Initials of "Company" _____

Initials of *Working Partners®* _____

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- Working Partners® marketing materials
- Working Partners® educational materials whether in the form of presentation, articles, etc.
- Any Working Partners® copyrighted materials brought into the
- Survey tools
- Technical assistance support materials
- Educational and marketing articles and blogs

Company acknowledges and agrees that the Working Partners® Property shall not be disclosed and shall not be reproduced, copied, distributed or otherwise made available or accessible in whole or in part to any other person and/or entity without the express written permission of Working Partners® or an authorized representative of Working Partners®. Upon notice of termination by either Party, all Working Partners® Property and any copies or reproductions thereof, shall be returned. Any form of Working Partners® Property disclosed under this Agreement shall be and remain the property of Working Partners® unless otherwise set forth in writing and signed by both parties.

Company further acknowledges and agrees that all research, curriculum, designs, writings, photography, materials, forms, concepts, presentations, text, plans, all material incorporated into Working Partners® Property, and any other material conceived, developed, brought to project or procured by Working Partners® shall remain the property of Working Partners®. Nothing contained here shall be construed as prohibiting Working Partners®, from utilizing in any manner, knowledge and experience of a general nature acquired by Working Partners® in the performance of services for Company

4. Indemnification. Each Party shall fully indemnify the other against any and all actions, claims, liability, costs, damages, charges and expenses (including reasonable outside attorneys' fees) suffered or incurred in connection with or arising out of any breach by a Party of any of the provisions of this Agreement, or by any unauthorized disclosure or use of the Parties' Property by a third party or by any employee of any Party to whom the Parties' Property has been disclosed or who has been allowed access thereto.
5. Remedies. Recipient acknowledges that compliance with the provisions of this Agreement is necessary to protect the proprietary interest of Discloser. Recipient further acknowledges that any unauthorized use or disclosure to any person or entity in breach of this Agreement will result in irreparable and continuing damage to Discloser for which there will be no adequate remedy at law, and that Discloser shall be authorized and entitled to obtain immediate injunctive relief and any other rights or remedies to which Discloser may be entitled, including damages. In addition, in the event that a court of competent jurisdiction shall decide that Recipient has materially breached this Agreement, Recipient shall reimburse Discloser the costs of any court proceedings and reasonable attorney's fees.

Nothing herein shall be construed as a waiver by either Party of any of its rights including rights to damages or indemnity or other remedy.

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Initials of "Company" _____

Initials of Working Partners® _____

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Working Partners® Non-Disclosure Agreement

Recipient and Discloser covenant and agree that any enforcement of this Agreement shall be properly venued either in the Franklin County Court of Common Pleas in Columbus, Ohio or in the United States District Court for the Southern District of Ohio, Eastern Division located in Columbus, Ohio, and further agree that they do hereby waive all questions of personal jurisdiction or venue for the purpose of giving effect to this provision. In addition to the foregoing, in the event any issue is ever raised before a court of competent jurisdiction as to the reasonableness of this restrictive covenant, either as to time or place, such court shall be authorized, and the parties hereto so intend, to grant full or partial enforcement of the terms hereof to the extent that the said court shall determine. Recipient and Discloser covenant and agree that, in addition to the above, Recipient will be responsible for any costs, including reasonable attorney fees, incurred by the Discloser in the enforcement of this Agreement, and that any bond required by the court in connection with any temporary restraining order or preliminary injunction shall not exceed \$200.00.

6. Scope. This Agreement shall govern all communications between the parties that are made during the period from the effective date of this Agreement to the date on which either party receives from the other written notice that subsequent communications shall not be so governed.
7. Notices. All communications between the parties with respect to any of the provisions of this Agreement shall be in writing and shall be sent by e-mail with delivery confirmation enabled, personal delivery, or other commercial means of rapid delivery. Postage or costs of delivery shall be prepaid. Communications will be sent to the address of the Company or to *Working Partners®*, as set forth in the preamble of this Agreement. Each party agrees to provide the other written notice of any change of address not less than ten (10) days prior to that change becoming effective.
8. Modification. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. All provisions of this Agreement which by their own terms take effect upon the termination of this Agreement or by their nature survive termination, shall survive such termination.
9. At-will. This Agreement is voluntarily entered into and is at-will. That is, either party is free to terminate this Agreement at will, at any time, with or without cause. However, sections 1,2,3,4,5,6,7,8 shall survive the term and termination of this agreement.
10. No Implied Obligations. This Agreement shall not be deemed to create any obligation on behalf of either party to: (i) disclose any Confidential Information to the other party, or (ii) to enter into the Proposed Transaction or any other business relationship or transaction.
11. No Warranty. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

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Initials of "Company" _____

Initials of *Working Partners®* _____

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Working Partners® Non-Disclosure Agreement

12. No Disclosure. Neither party shall make any public or private statement or disclosure concerning the Proposed Transaction or the existence or subject matter of this Agreement without the prior written approval of the other party.

13. Miscellaneous.

- This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to its choice of law provisions.
- Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
- This Agreement contains the entire agreement of, and supersedes any and all prior understandings, oral or written, with respect to the subject matter hereof and may only be changed by mutual agreement of authorized representatives of the parties in writing.
- This Agreement is binding upon and for the benefit of the parties, their successors and assigns. Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

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

Signature

Stacy Sheffield

Printed Name

BCW|Workforce

"Company"

~~2021-11-06~~ 2021-05-24

Date

Signature

James Diehm

Printed Name

Working Partners

Working Partners®

4/30/2021

Date

5 of 5

Initials of "Company"

Initials of Working Partners®

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Statement of Work

DATE: 11/24/2020 (UPDATED 05/11/2021 & 07/30/2021) (UPDATED 08/06/2021)

This Statement of Work is made effective by and between *Working Partners*® and Workforce Investment Board | Butler-Clermont-Warren with offices located at 406 Justice Drive, Suite 301, Lebanon, OH 45036 (“Client”) and *Working Partners*®, with offices located at 7895 Dove Parkway, Canal Winchester, OH 43110.

This Statement of Work shall be conducted according to the provisions set forth in the Project Agreement dated 11/06/2020 (UPDATED 05/11/2021) and the Non-Disclosure Agreement dated 11/06/2020.

NOTE: ~~All projected delivery dates are based on the above agreements being executed by 05/14/2021.~~

Goals, *Working Partners*® Deliverables, and Client Responsibilities

I. Executive Briefing (aka Awareness Session) <i>Projected delivery September 2021</i>	
GOALS: 1. Establish a foundation of sophisticated and business-centric knowledge regarding workplace alcohol/drug and DFWP issues 2. Promote Technical Assistance (TA) Clinic and Workshop (as described below)	
<i>Working Partners</i> ® Deliverables	Board Responsibilities
1. One, 2-hr webinar presentation for an unlimited number of businesses 2. System for registration (including registration link) 3. Sample emails to use in corresponding with participants 4. Handouts and resources for attendees 5. Written compilation of participant evaluations 6. Use of ZOOM platform, if needed and available for requested dates	1. Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote event 2. Welcome participants at beginning of event

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II. Marketing Toolkit for Technical Assistance Clinic
Projected delivery in August 2021

GOALS:

1. Develop tools and strategies to market the Technical Assistance Clinic
2. Provide support and expertise to Board to maximize marketing efforts

<i>Working Partners</i> ® Deliverables	Board Responsibilities
1. Customized tools to help market and facilitate the course (i.e., FAQs, course description, reminder emails)	1. Utilize marketing materials to promote TA Clinic

III. Technical Assistance Clinic (Policy Audit)
Projected delivery October 2021

GOALS:

1. Increase the number of businesses in the tri-county area who understand what they can do to prevent and respond to the harmful use of opioids and other drugs, including supporting employees in recovery
2. Assist companies in assessing their own company's efforts (e.g., policy and program) according to this best-practice approach
3. Increase the number of businesses in the tri-county area who are operating best-practice DFWP policies and programs, including
 - Having a legally-sound and operational DFWP policy
 - Administering annual employee education and supervisor training
 - Offering a second chance, when appropriate, to program offenders
 - Administering expanded opioid testing
 - Supporting employees in recovery

<i>Working Partners</i> ® Deliverables	Board Responsibilities
<ol style="list-style-type: none"> 1. One, 6-hr DFWP policy audit course (delivered in two, 3-hr webinars) for an unlimited number of businesses 2. System for registration (including registration link) 3. Sample emails to use in corresponding with participants 4. Downloadable handouts and resources for attendees 5. Written compilation of participant evaluations 6. Use of ZOOM platform, if needed and available for requested dates 	<ol style="list-style-type: none"> 1. Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote event 2. Send invitation, reminders and follow-up emails to participants 3. Welcome participants at beginning of event

<p>7. Discounts to participants on any <i>Working Partners</i>® products/services participants identify they need to implement and/or upgrade their DFWP programs (e.g., employee education, supervisor training, specialized consultation)</p>	
<p>IV. Policy Development Workshop Projected delivery November 2021</p> <p>GOALS:</p> <ol style="list-style-type: none"> 1. Educate employers on current drug issues impacting business operations 2. Address operational issues related to running an efficient and effective DFWP program 3. Review DFWP best practices 4. Train employers about addiction, stigma and best-practice second chance operations 5. Customize legally-sound DFWP policy documents for each participating company 6. Provide DFWP technical assistance (via telephone) to attendees for one year following the workshop 	
<p><i>Working Partners</i>® Deliverables</p>	<p>Board Responsibilities</p>
<ol style="list-style-type: none"> 1. 1, 6-hour course (delivered in 2, 3-hr webinars) for up to five (5) businesses who completed the TA Clinic 2. 1:1 telephone consultation with each business to finalize DFWP policy documents 3. Customized and legally-sound DFWP documents (one per company who chooses to implement) co-authored by the law firm Littler-Mendelson, the largest U.S.-based law firm exclusively devoted to representing management in employment, employee benefits and labor law matters 4. System for registration (including registration link) 5. Sample emails to use in corresponding with participants 6. Handouts and resources for attendees 7. Written compilation of participant evaluations 8. Use of ZOOM platform, if needed and available for requested dates 9. 1 year of one-on-one technical assistance and troubleshooting to each participating organization via a consortium membership 	<ol style="list-style-type: none"> 1. Partner with local employer-centered organizations (e.g., chambers of commerce, economic development, community colleges, etc.) to promote event 2. Send invitation, reminders and follow-up emails to participants 3. Welcome participants at beginning of event

V. Awareness Kits
Projected Delivery in November 2021

GOALS: To create sustainable tools to

1. Raise awareness and provide education to employers and employees about substance use disorder and recovery in the context of the workplace
2. Raise awareness with *employers* about substance use disorder and the importance of supporting employees in recovery
3. Raise awareness with *employees and job seekers* about how to balance their needs related to maintaining lifelong recovery with employment needs and expectations

<i>WorkingPartners</i> ® Deliverables	Board Responsibilities
<ol style="list-style-type: none"> 1. Awareness Kit for Employers: <ol style="list-style-type: none"> a. article, b. infographic, c. 3 -5 min. video 2. Awareness Kit for Employees: <ol style="list-style-type: none"> a. article, b. infographic, c. 3 -5 min. video <p><i>NOTE: Closed captioning is not included in this list of deliverables. If closed captioning is needed, additional costs will be quoted.</i></p>	<ol style="list-style-type: none"> 1. Provide logo and any branding requirements 2. Provide final approval on articles, infographics, and videos 3. Promote and distribute awareness kits to employers and employees/job seekers

VI. New 25 – 30-minute Course for Job Seekers Entering a Drug-Free Workplace
Projected Delivery in December 2021
Work Made for Hire

GOALS:

1. Educate job seekers about substance misuse and substance use disorder
2. Prepare job seekers for applying to and working in a drug-free workplace
3. Linking job seekers to helping resources as needed

<i>WorkingPartners</i> ® Deliverables	Board Responsibilities
<ol style="list-style-type: none"> 1. Same script to use in developing welcome video 2. Alpha version of course for feedback 3. Beta version of course for feedback 4. Zip file of finished product for integration into the client’s designated website (i.e., 25 – 30-minute course with downloadable resources) 	<ol style="list-style-type: none"> 1. Identify primary point of contact who will take responsibility for tasks (e.g., gather and compile course feedback during development) 2. Provide email address and website address for “contact us” section of course 3. Appropriate sponsor/funder logos and branding specifications 4. Create welcome video to post with course

<p><i>*Licenses for licensed assets (e.g., stock graphics, music, professional voice over recordings) do not transfer to Client</i></p> <p>NOTES:</p> <ul style="list-style-type: none"> <i>Credits to Working Partners® will appear in final course and credits</i> <i>Closed captioning is not included in this list of deliverables. If closed captioning is needed, additional costs will be quoted.</i> 	<p>5. Provide input on welcome script for introduction to course</p> <p>6. Provide feedback as requested within pre-determined timeframe (e.g., selection of voiceover talent, script, alpha and beta versions of the course)</p> <p><i>Additional comments may be added, but core script must be read to match onscreen verbiage/images in course.</i></p>
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Financial Commitment

I.	Executive Briefing	\$2,596
II.	Marketing Toolkit for TA Clinic & Policy Development Workshop	\$971
III.	Technical Assistance Clinic (+travel) (In Person Only or Hybrid)	\$9,153
IV.	Policy Development Workshop (including 1-year technical assistance for each participating company) (+travel) (In Person Only or Hybrid)	\$16,587
V.	Two Awareness Kits*	\$31,221
VI.	New 25 – 30-minute Course*	\$56,432

*Cost does not include closed captioning

If, due to Covid related restrictions, the Technical Assistance Clinic and/or Policy Development Workshop are restricted to remote only, the classes will be held in 2, 3-hour webinars (each) and prices will reduce to:

I.	Technical Assistance Clinic (remote only)	\$8,770
II.	Policy Development Workshop (including 1-year technical assistance for each participating company) (remote only)	\$16,203

Total: **\$116,962**

Payment Schedule

Due at agreement signing: 100% Executive Briefing & Marketing Toolkit + 50% of New Course	\$31,783
Due prior to delivery: 100% Technical Assistance Clinic	\$9,153
Due prior to delivery: 100% Policy Development Workshop	\$16,587
Due prior to delivery: 100% of Awareness Kits	\$31,221
Due prior to final delivery: 50% of New Course	\$28,216

Notes:

- Prices and terms of Statement of Work are effective until June 1, 2021, at which time deliverable dates and pricing will be re-evaluated.

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- It is understood that the price is a set price for the Policy Development Workshop and will not be prorated in the event that less than 5 businesses attend the workshop.
- In the event that more than 5 companies are interested in attending the policy development workshop, the trainer may be able to accommodate an additional company(ies) for \$1,150 per business or the client may request a second workshop.
- In the event Workforce Investment Board | Butler-Clermont-Warren needs to cancel either event within 10 days of its occurrence, *Working Partners*® reserves the right to invoice for costs incurred as a result of the cancellation.
- Hourly consultation, as needed, at \$250/hour.
- Licensed materials do not transfer to Client.
- This Agreement must be signed at least 21 days prior to Executive Briefing event.

For "Client":

Date: Aug 9, 2021

Name (Please Print): Ronald A Rohlfig

Signature: **Signature:** *Ronald A Rohlfig*
Ronald A Rohlfig (Aug 9, 2021 12:43 EDT)

Email: rebecca.ehling@jfs.ohio.gov

For *Working Partners*®:

Date: Aug 9, 2021

Name (Please Print): Jim Diehm

Signature: **Signature:** *J. Diehm*
Jim Diehm (Aug 9, 2021 13:52 EDT)

Email: jdiehm@workingpartners.com

Working Partners Systems, Inc.
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Statement of Work 11-24-2020 - REVISED 05-11-2021 REVISED 08-6-2021


Final Audit Report


2021-08-09


Created:	2021-08-06
By:	Jim Diehm (jdiehm@workingpartners.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdBYXw-Y_QVjt25IHPEXodYQjmTIWu2Ec


"Statement of Work 11-24-2020 - REVISED 05-11-2021 REVISED 08-6-2021" History


-  Document created by Jim Diehm (jdiehm@workingpartners.com)
2021-08-06 - 8:39:45 PM GMT- IP address: 64.129.21.10


-  Document emailed to Ronald A Rohlfing (rebecca.ehling@jfs.ohio.gov) for signature
2021-08-06 - 8:41:26 PM GMT


-  Email viewed by Ronald A Rohlfing (rebecca.ehling@jfs.ohio.gov)
2021-08-08 - 8:06:12 PM GMT- IP address: 104.47.64.254

-  Document e-signed by Ronald A Rohlfing (rebecca.ehling@jfs.ohio.gov)
Signature Date: 2021-08-09 - 4:43:22 PM GMT - Time Source: server- IP address: 208.81.216.8

-  Document emailed to Jim Diehm (jdiehm@workingpartners.com) for signature
2021-08-09 - 4:43:24 PM GMT

-  Email viewed by Jim Diehm (jdiehm@workingpartners.com)
2021-08-09 - 5:49:24 PM GMT- IP address: 64.129.21.10


-  Document e-signed by Jim Diehm (jdiehm@workingpartners.com)
Signature Date: 2021-08-09 - 5:52:46 PM GMT - Time Source: server- IP address: 64.129.21.10

-  Agreement completed.
2021-08-09 - 5:52:46 PM GMT

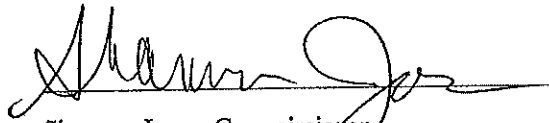
FISCAL AGENT EXECUTION

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

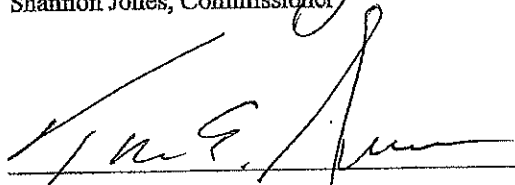
Warren County Board of County Commissioners



David Young, Commissioner




Shannon Jones, Commissioner



Thomas Grossman, Commissioner

Approved as to form:



Warren County Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1126

Adopted Date August 17, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 8/10/21 and 8/12/21, 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1127

Adopted Date August 17, 2021

ACCEPT AN AMENDED CERTIFICATE AND APPROVE SUPPLEMENTAL
APPROPRIATION INTO WORKFORCE INVESTMENT FUND #2238

WHEREAS, an amended certificate needs to be accepted and a supplemental appropriation be approved; and

NOW THEREFORE BE IT RESOLVED, accept an amended certificate increasing fund #2238 by \$400,000; and

BE IT FURTHER RESOLVED, to approve the following supplemental appropriation:


\$400,000 into #22385800-5410 (WIB – Contracts BOCC Approved)

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App file
Appropriation Adj file
Workforce Investment Board (file)

AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Rev. Code , Sec 5705.36

Office of Budget Commission, County of Warren, Lebanon, Ohio, August 13th, 2021

To the TAXING AUTHORITY of Warren County Commissioners

The following is the amended certificate of estimated resources for the fiscal year beginning January 1st, 2021, as revised by the Budget Commission of said county, which shall govern the total of appropriations made at any time during such fiscal year.

FUND TYPE - Special Revenue	Jan. 1st, 2021	Taxes	Other Sources	Total
Workforce Investment Board	(\$244,147.80)		\$3,658,839.00	\$3,414,691.20
Fund 2238				
TOTAL	(\$244,147.80)	\$0.00	\$3,658,839.00	\$3,414,691.20

_____)
 Matt Nolan)
 _____)
 _____) Budget
 _____) Commission
 _____)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1128

Adopted Date August 17, 2021

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX FUND #4495

BE IT RESOLVED, to approve a supplemental appropriation within Fund #4495 as follows:

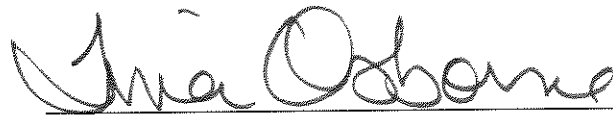
\$195,000.00 into 44953712-5320 (Capital Purchases)

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental Appropriation file
Facilities Management (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1129

Adopted Date August 17, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO COMMON PLEAS COURT FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Common Pleas Court Fund #11011220 in order to process a vacation and sick leave payout for Paige Crossley-Tate former employees of Common Pleas Court:

\$4,718.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011220-5882 (Common Pleas Court - Vacation Leave Payout)

\$2,855.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011220-5881 (Common Pleas Court - Sick Leave Payout)

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Common Pleas Ct. (file)
OMB

Resolution

Number 21-1130

Adopted Date August 17, 2021

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

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

\$655.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012850-5882	(EMS Dispatch - Vacation Leave Payout)

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

Resolution adopted this 17th day of August 2021.

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 21-1131

Adopted Date August 17, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012812

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 50,000.00 from #11012812-5400 (Purchased Services)
into #11012812-5410 (Contract BOCC approved)

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1132

Adopted Date August 17, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN MARY HAVEN FUND #2270

BE IT RESOLVED, to approve the following appropriation adjustments within Mary Haven Fund #2270:

\$ 1,200.00	from	22701240-5102	(Regular Salaries)
\$ 200.00	into	22701240-5881	(Sick Leave Payout)
\$ 1,000.00	into	22701240-5882	(Vacation Leave Payout)

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Mary Haven (file)

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-1133

Adopted Date August 17, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,476.92 from #22735100-5210 (Materials & Supplies)
into #22735100-5317 (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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: Auditor
Appropriation Adj. file
Children Services (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-1134

Adopted Date August 17, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

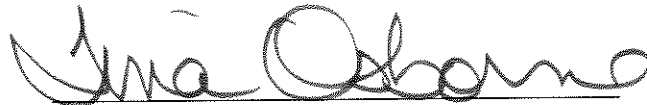
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Tiffany Zindel, County Administrator, to sign on behalf of this Board of County Commissioners.

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Commissioners' file

PO Change Order

Department

FAC

Name

RADIANT TECHNOLOGY GROUP INC

Description

A/V SYSTEM NEW JAIL & SO

Amount

\$ 1,635.00 INCREASE

8/17/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number _____

Adopted Date _____

GRANTING VARIANCE TO BON SECOURS MERCY HEALTH (APPLICANT), LJB INC. AGENT, REQUIRED FOR AN ACCESS PERMIT FOR PARCEL ID 16184050040, 16182750010, 16184260010, 16184050030 & 16184050020 IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHO

WHEREAS, on July 15, 2021, Bon Secours Mercy Health (Applicant) filed a Request for Variance of Conditions Required for an Access Permit due to its June 10, 2021 Application for an Access/Driveway Culvert Permit for Parcel ID # 16184050040, 16182750010, 16184260010, 16184050030 & 16184050020 to access Kings Island Drive, Kings Mills Road and Columbia Road in Deerfield Township, Warren County, Ohio (the “subject property”), being denied by the Warren County Engineer on July 12, 2021; and,

WHEREAS, on July 20, 2021 this Board adopted Resolution # 21-0946 setting the matter for an administrative hearing (the “hearing”) on August 17, 2021, and, after notice having been published in the Journal - News Pulse of Lebanon and Mason newspaper on July 25, 2021, and written notice having been mailed on July 20, 2021, to the Applicant, Applicant’s engineering firm, and the Warren County Engineer, the Board opened the hearing on August 17, 2021.

NOW THEREFORE BE IT RESOLVED, to make the following findings of fact and decision in this matter after a unanimous vote to close the hearing on August 17, 2021.

A. CONCLUSIONS OF FACT.

The hearing was convened on August 17, 2021, with Commissioner David G. Young, in his capacity as President of the Board presiding, and Commissioners Tom Grossmann and Shannon Jones present. The hearing began with Commissioner Young requesting, and the Board’s Clerk, Tina Osborne, identifying the resolution number and date setting the hearing, and how and when the hearing had been advertised.

The hearing was recorded, and all witnesses swore an oath prior to testifying. During the hearing, the Applicant was given a reasonable opportunity to present its position, arguments, and contentions. The Applicant was also given a reasonable opportunity to offer and examine witnesses, cross-examine witnesses, and present evidence in support of the variance.

Prior to taking testimony from the Applicant or any Proponents and Opponents, Commissioner Young requested the County Engineer, or his designee, testify relating to the reasons why the County Engineer’s Office had denied a Permit to access the subject property. The Board heard sworn testimony from Assistant County Engineer, Dave Mick. Mr. Mick testified an access permit had been denied because of non-compliance with Section 401.6 Spacing Requirements for Signalized Intersections of the Access Management Regulations: a signalized access that the Applicant proposes to construct at the intersection of Kings Island Drive and Kings Center Court being less than the 1,760 linear feet spacing between signalized intersections along a Major Collector Distributor provided in Table 1, and the same access to Kings Island Drive located opposite of Kings Center Court also being located within future left turn lanes for an adjacent intersection that is not in compliance with Section 401.6 of the regulations.

Mr. Mick then testified that the Applicant was also denied their request for a second access connection to Kings Island Drive, due to noncompliance with Warren County's Access Management Regulations, specifically Section 401.8.2 (c) which limits Applicant to one drive along a development frontage road.

Mr. Mick indicated the County Engineer's Office is in support the variance with mitigation. He stated that way-finding signage is proposed to alleviate weave/merge concerns at various locations along the Kings Island Drive and Kings Mills Road corridors. He testified that there is no location along the development frontage that meets the 1760 l.f. signal spacing requirement provided in Section 401.6 of the Access Management Regulations. However, there is an alternate location for the signalized intersection (Kings Center Drive) with 760 l.f. spacing from Great Wolf Drive, still well below the 1760 l.f. requirement, that may provide some additional benefit from a roadway operations standpoint compared to requested Access 1, but not enough in the Warren County Engineer's Office's opinion to override the Applicant's concerns of adverse impacts to the proposed hospital/medical office building campus when considering the Applicant's proposed package of roadway improvements and their associated benefits to the roadway network as a whole.

Mr. Mick testified that granting the variance, with mitigation, would not hinder traffic movement or the proper operation of the public road. He stated there are occasions now where traffic movement is hindered due to limitations with the existing roadway capacity. The Applicant proposes to mitigate their own development impacts with roadway improvements both offsite and along the development frontage roadways as shown in the Exhibit attached and subject to minor modification as part of the future development agreement, and in doing so, will provide added capacity to the Kings Mills Road and Kings Island Drive Road corridors that will help alleviate some of the current concerns with traffic movement.

Mr. Mick testified that granting the variance would be consistent with the purpose of the Access Management Regulations as roadway operations over the next 20 years will be improved overall as a result of the Applicant's proposed construction.

Mr. Mick then testified that the Engineer's Office is supportive of the variance with conditions that would be outlined in a development agreement that would be required to be submitted for approval of the Board of County Commissioners.

Mr. Mick testified to and submitted for admission into the evidence a written Report by County Engineer.

On behalf of the Applicant, David Fikse, President Mercy Health Cincinnati, testified. Mr. Fikse admitted the access did not meet the Access Management Regulations, however, he explained that the access has been placed in the best possible location in conjunction with the County Engineer's recommendation.

The Applicant had the opportunity to cross examine the County Engineer, and the Applicant declined to do so.

Commissioner Young invited any other persons present to testify.

Mike Frank, an adjacent property owner along Wilson Avenue, testified he is in favor of the development but stated concerns with increased traffic and safety concerns for the residents along Wilson Avenue due to the narrow roadway and lack of a shoulder or sidewalk. He also testified to concerns with an increase in stormwater runoff and flooding concerns relative to the development.

Dan McCarthy, Bon Secours Mercy Health Vice President of Real Estate and Development, testified that they plan to make improvements to their development that allows for pedestrian access. And after further discussion that included testimony from County Engineer, Neil Tunison and Chief Deputy County Engineer, Kurt Weber, Mr. McCarthy also agreed to provide a graded shoulder on the development side of Wilson Avenue consistent with the Warren County Thoroughfare Plan typical section.

Mr. McCarthy testified that the Board did not: i) deny the Applicant the opportunity to present its position, arguments, and contentions, ii) deny Applicant the Right to offer and examine witnesses and present evidence into the record; iii) deny Applicant the right to cross-examine witnesses in opposition; iv) deny Applicant the opportunity to offer evidence to refute evidence or testimony offered in opposition; or, v) refuse or fail to compel the appearance of any witnesses or evidence at Applicant's request.

B. DECISION.


After applying the applicable law, including without limitation the factors in Section 601.4, et seq. of the Access Management Regulations, to the testimony and evidence presented during the hearing, the Board voted unanimously to grant the variance subject to a Development Agreement acceptable to the County Engineer and the Board of County Commissioners. The purpose of the said Development Agreement is to memorialize the scope of improvements that will be designed and constructed by the Applicant in order to mitigate the Applicant's development impacts thereby allowing the County Engineer to grant a Permit for the access points at the locations shown on the attached Project Care Concept Plan Submittal Drawing Sheet.

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

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

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Engineer (file)
Public Hearing file
Applicant



Resolution

Number 21-1136

Adopted Date August 17, 2021

ENTER INTO MEMORANDUM OF AGREEMENT WITH THE WARREN COUNTY SOIL AND WATER CONSERVATION DISTRICT FOR FLOODPLAIN REGULATION ADMINISTRATION

WHEREAS, the Warren County Board of Commissioners (hereinafter "County"), by Resolution No. 10-1527, and pursuant to Sections 307.37 and 307.85 of the Ohio Revised Code, regulates areas of special flood hazard as necessary for participation in the National Flood Insurance Program, and;

WHEREAS, the Board of Supervisors of the Soil and Water Conservation District of Warren County (hereinafter "SWCD") pursuant to Section 940.06 of the Ohio Revised code engage in investigation, research, conservation of soil and water, regulate control measures related to soil erosion, floodwater and sediment damages, and flood prevention, and has offered its expertise in assisting the County in administering its floodplain regulations, and;

NOW THEREFORE BE IT RESOLVED, to enter into the below attached Memorandum of Agreement between the Warren County Soil and Water District and the Warren County Board of County Commissioners concerning Floodplain Administration, for the mutual benefit of both parties, so that the SWCD may assist the County in administering its floodplain regulations in accordance with the terms of said memorandum of agreement. 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 – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of August 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Warren County Soil & Water Conservation District
Soil & Water (file)
Building & Zoning (file)
Commissioners' file