

Resolution

Number 19-1259

Adopted Date October 01, 2019

ADOPT CLASSIFICATION SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF FISCAL ASSISTANT WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Sanitary Engineer has requested to rename and re-factor the Administrative Assistant positions within the department to better define the current job duties within Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specifications and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Fiscal Assistant, as attached hereto and made a part hereof, and to assign to said classification specifications the pay range assignment of pay range #14 as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Fiscal Assistant effective upon adoption of this resolution.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file
Water and Sewer (file)
OMB -Sue Spencer
T. Reier

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: Fiscal Assistant
CLASS NUMBER: 0153011502
PAY RANGE: 14

JOB RESPONSIBILITIES: Performs other duties as required.

Under direction, performs various fiscal and purchasing functions; processes various financial transactions and maintains records thereof; coordinates purchases, and ensures proper procurement procedure is followed; processes accounts payable functions; ensure proper procedures are followed; schedule inspectors; monitor inventory of office supplies and uniforms; monitors appropriations; performs other related duties as required.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education with emphasis in business or public administration and two (2) years experience in related field, or training and/or work experience which evidences an advanced knowledge of bookkeeping and purchasing procedures.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Processes various financial transactions on behalf of the Water Department (e.g., pays bills, invoices various departments for goods and services provided, ensures collection of funds, etc.).
2. Prepares resolutions for the accuracy and availability of funds.
3. Completes all pay-ins and balances monthly with the Auditors' Office.
4. Responds to Auditor or Treasurer's Office with any issues that arises regarding pay-ins.
5. Respond to vendor's inquiries, answer questions regarding invoices and payment.
6. Coordinates purchases and ensures proper procurement is followed.
7. Responsible for timely and accurate processing of accounts receivables and payables.
8. Processes all refunds and overpayment requests and distribution thereof in accordance with existing guidelines.
9. Assist and serve as back-up to Assistant Business Manager for daily accounting processes and procedures.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Fiscal Assistant

CLASS NUMBER:

PAY RANGE: 14

11. Assist various divisions within Water & Sewer with financial reports or information as requested.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: accounting and advanced bookkeeping principles; data processing and equipment; office practices and procedures; agency goals and objectives; government structure and process.

Ability to: communicate effectively; calculate numbers; gather, collate and classify information about data, people and things; understand accounting and advanced bookkeeping procedures; use statistical analyses; develop and maintain effective working relationships; prepare and maintain meaningful, concise, accurate records and reports; carry out instructions; prepare resolutions; answer inquiries from potential bidders on County purchasing contracts.

Skill in: typing; computer operation; operation of office equipment; filing.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: FISCAL ASSISTANT

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	C	101
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	B	23
#7	Responsibility for Completing Records and Reports	E	90
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	A	11
	TOTAL POINT FACTOR ASSIGNMENT		<u>544</u>
	RANGE		#14

Resolution

Number 19-1260

Adopted Date October 01, 2019

APPROVE JOB TITLE CHANGE AND WAGE INCREASE FOR AMY HENSLEY FROM ADMINISTRATIVE ASSISTANT TO THE POSITION OF FISCAL ASSISTANT

WHEREAS, the Sanitary Engineer renamed and re-factored Administrative Assistant positions with the Water and Sewer department to Fiscal Assistant; and

WHEREAS, Ms. Hensley's qualifications meet the requirements for a Fiscal Assistant position which is a pay grade #14, and


NOW THEREFORE BE IT RESOLVED, to approve job title and wage increase for Amy Hensley from Administrative Assistant to Fiscal Assistant, non-exempt, pay range #14, \$18.79 hour, effective pay period beginning October 12, 2019.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
A. Hensley's Personnel file
OMB-Sue Spencer
T. Reier

Resolution

Number 19-1261

Adopted Date October 01, 2019

APPROVE JOB TITLE CHANGE AND WAGE INCREASE FOR AMY FOX FROM ADMINISTRATIVE ASSISTANT TO THE POSITION OF FISCAL ASSISTANT

WHEREAS, the Sanitary Engineer renamed and re-factored administrative assistant positions with the Water and Sewer department to Fiscal Assistant; and

WHEREAS, Ms. Fox's qualifications meet the requirements for a Fiscal Assistant position which is a pay grade #14, and

NOW THEREFORE BE IT RESOLVED, to approve job title and wage increase for Amy Fox from Administrative Assistant to Fiscal Assistant, non-exempt, pay range #14, \$18.68 hour, effective pay period beginning October 12, 2019.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
A. Fox's Personnel file
OMB-Sue Spencer
T. Reier

Resolution

Number 19-1262

Adopted Date October 01, 2019

ADOPT CLASSIFICATION SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF WATER AND SEWER UTILITY CLERK I, II AND III WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Sanitary Engineer has requested to restructure the cashier receptionist and customer service positions within the department to better define the current job duties, to promote cross training and enhance operations within Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specifications and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Water and Sewer Utility Clerk I, II and III, as attached hereto and made a part hereof, and to assign to said classification specifications the pay range assignment of pay range #12 for Utility Clerk I, pay range #13 for Utility Clerk II and pay range #14 for Utility Clerk III as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Water and Sewer Utility Clerk I, II and III effective upon adoption of this resolution.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Classification/Compensation file
Water and Sewer (file)
OMB -Sue Spencer
T. Reier

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Water Sewer Utility Clerk I

CLASS NUMBER:

PAY RANGE: 12

JOB RESPONSIBILITIES: Performs other duties as required.

Under direction, Successfully performs the duties of one of the following divisions:

1. Cashier/Receptionist Division
2. Customer Service Division
3. Customer Billing Division

Detailed description of each division is included as an attachment.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent with a basic knowledge of bookkeeping, data processing, word processing/typing, customer service, data entry and spreadsheet manipulation, and/or equivalent combinations of training and/or experience. Must possess a valid Ohio Driver's License.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Essential functions for each division is detailed as attached.
2. Demonstrates a regular and predictable attendance.
3. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.

KNOWLEDGE, SKILLS AND ABILITIES: (* indicates developed after employment)

Knowledge of: County government, bookkeeping, utility billing, customer service, cash handling; public relations, office practices and procedures, and County and facilities serving the County.

Ability to: calculate numbers; maintain accurate records; gather, collate and classify information about data, people and things; communicate effectively; answer routine inquiries from general public; operate computer terminal for extended periods of time.

Skill in: typing, data processing, mathematical calculations, 2-way radio, copy machine.

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TITLE: Water Sewer Utility Clerk I

CLASS NUMBER
PAY RANGE: 12

CASHIER/RECEPTIONIST DIVISION RESPONSIBILITIES

Welcomes, directs, and attends to the needs of customers and visitors that arrive at the Water & Sewer Department main office. Receives and processes customer payments received at the walk-up counter. In consultation with the engineering staff, quote sewer connection and water tap fees for new construction. Answer customer questions or direct customers to department staff as necessary.

1. Collects deposits made on rental property.
2. In consultation with the engineering staff, determines, and collects tap in charges/inspection fees for residential customers.
3. Registers and create new accounts in utility billing system after tap in charges have been collected.
4. Receives and opens customer mail and processes payments.
5. Participates in customers shut-off process for delinquent accounts.
6. Prepares and mails refunds for closed accounts.
7. Prepares and processes service orders for field staff.
8. Collects deposits for hydrant meters. Maintains and updates hydrant meter spreadsheet for availability and billing.
9. Collects and posts payments for backflow reports. Responsible for mailing backflow letters, updating data in Programs, answer questions related to backflow and shut offs for backflow.
10. Maintains cash drawer and balance receipts daily.
11. Responsible for balancing and updating credit card payments received electronically.
12. Prepares notices for bad checks charges and maintains spreadsheet.
13. Prepares receipts for deposit to Auditor/Treasurer.
14. Maintains monthly tap fee spreadsheet for water and sewer tap in fees.
15. Handles releases to Building Department regarding availability of water and sewer.
16. Prepare and mail annual letters for contractors regarding surety bonds.
17. Balances and maintains a spreadsheet for deposits and deposit refunds and balances it with Auditor's records.

CLASSIFICATION SPECIFICATION
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TITLE: Water Sewer Utility Clerk I
CLASS NUMBER:
PAY RANGE: 12

CUSTOMER SERVICE DIVISION RESPONSIBILITIES

Receives, answers, and directs customer phone calls to the Water & Sewer Department.

1. Addresses customer complaints.
2. Informs customers of department policies.
3. Prepares final read-out service orders and processes changes in customer accounts.
4. Receives and opens customer mail and processes payments.
5. Participates in customer shut-off process for delinquent accounts.
6. Prepares and processes service orders for field staff.
7. Receives and posts payment for backflow reports. Responsible for mailing backflow letters, updating data in Program, answer questions related to backflow and shut offs for backflow.

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TITLE: Water Sewer Utility Clerk I
CLASS NUMBER:
PAY RANGE: 12

CUSTOMER BILLING DIVISION RESPONSIBILITIES

Prepares, issues, and processes all routine bimonthly utility bills issued to customers. As a regional utility providing billing service for other entities, they coordinate with local governmental utility departments regarding billing rates and meter readings.

1. Prepares water and sewer account bills.
2. Prepare and transfer files for bill print company
3. Notifies bill print company of any changes to bill format and communicate any customer memos for billing cycle.
4. Checks all readings and posts corrections to computer. Reviews billing registers for accuracy.
5. Maintains meter change information in billing system.
6. Responsible for loading readings to/from hand held computers to/from main computer system.
7. Maintains meter reading software system (i.e. Badger ReadCenter) and resolve errors with company when necessary.
8. Set up rate files for system. Maintains regular communication and correspondence with outside entities regarding rate changes and billing procedures specific to their entity.
9. Processes final bills (e.g., applies deposits to accounts, process and mail final bills).
10. Verify new ownership and mail new customer letters.
11. Update and maintain billing rate spreadsheet and new customer letter.
12. Prepares and mails discontinuance of services notices. Prepares shut off notices.
13. Prepares and mails delinquent letters for accounts 60 days past due that are to be certified to property taxes. Prepares certification resolution for Commissioner approval.
14. Prepares and maintains various reports (zero consumption, locked accounts, future customers, credit balances, etc.)
15. Receive and process customer bankruptcy paperwork.
16. Communicates with IT regarding billing software changes as needed.

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TITLE: Water Sewer Utility Clerk I
CLASS NUMBER:
PAY RANGE: 12

17. Assist Office Administrator and Sanitary Engineer with development/update of billing agreements with outside entities when necessary.
18. Receives and opens customer mail and processes payments.
19. Prepares and processes service orders for field staff.
20. Receives and opens payments for backflow reports. Responsible for mailing backflow letters, updating data in Programs, answer questions related to backflow and shut offs for backflow.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: WATER AND SEWER UTILITY
CLERK I

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	C	101
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	B	23
#7	Responsibility for Completing Records and Reports	C	54
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	A	11
	TOTAL POINT FACTOR ASSIGNMENT		<u>485</u>
	RANGE		#12

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS

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TITLE: Water Sewer Utility Clerk II

CLASS NUMBER:

PAY RANGE: 13

JOB RESPONSIBILITIES: Performs other duties as required.

Under direction, Successfully performs the duties of two of the following divisions:

1. Cashier/Receptionist Division
2. Customer Service Division
3. Customer Billing Division

Detailed description of each division is included as an attachment.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent with a basic knowledge of bookkeeping, data processing, word processing/typing, customer service, data entry and spreadsheet manipulation, and/or equivalent combinations of training and/or experience. Must possess a valid Ohio Driver's License.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Essential functions for each division is detailed as attached.
2. Demonstrates a regular and predictable attendance.
3. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.

KNOWLEDGE, SKILLS AND ABILITIES: (* indicates developed after employment)

Knowledge of: County government, bookkeeping, utility billing, customer service, cash handling; public relations, office practices and procedures, and County and facilities serving the County.

Ability to: calculate numbers; maintain accurate records; gather, collate and classify information about data, people and things; communicate effectively; answer routine inquiries from general public; operate computer terminal for extended periods of time.

Skill in: typing, data processing, mathematical calculations, 2-way radio, copy machine.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Water Sewer Utility Clerk II

CLASS NUMBER
PAY RANGE: 13

CASHIER/RECEPTIONIST DIVISION RESPONSIBILITIES

Welcomes, directs, and attends to the needs of customers and visitors that arrive at the Water & Sewer Department main office. Receives and processes customer payments received at the walk-up counter. In consultation with the engineering staff, quote sewer connection and water tap fees for new construction. Answer customer questions or direct customers to department staff as necessary.

1. Collects deposits made on rental property.
2. In consultation with the engineering staff, determines, and collects tap in charges/inspection fees for residential customers.
3. Registers and create new accounts in utility billing system after tap in charges have been collected.
4. Receives and opens customer mail and processes payments.
5. Participates in customers shut-off process for delinquent accounts.
6. Prepares and mails refunds for closed accounts.
7. Prepares and processes service orders for field staff.
8. Collects deposits for hydrant meters. Maintains and updates hydrant meter spreadsheet for availability and billing.
9. Collects and posts payments for backflow reports. Responsible for mailing backflow letters, updating data in Programs, answer questions related to backflow and shut offs for backflow.
10. Maintains cash drawer and balance receipts daily.
11. Responsible for balancing and updating credit card payments received electronically.
12. Prepares notices for bad checks charges and maintains spreadsheet.
13. Prepares receipts for deposit to Auditor/Treasurer.
14. Maintains monthly tap fee spreadsheet for water and sewer tap in fees.
15. Handles releases to Building Department regarding availability of water and sewer.
16. Prepare and mail annual letters for contractors regarding surety bonds.
17. Balances and maintains a spreadsheet for deposits and deposit refunds and balances it with Auditor's records.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Water Sewer Utility Clerk II
CLASS NUMBER:
PAY RANGE: 13

CUSTOMER SERVICE DIVISION RESPONSIBILITIES

Receives, answers, and directs customer phone calls to the Water & Sewer Department.

1. Addresses customer complaints.
2. Informs customers of department policies.
3. Prepares final read-out service orders and processes changes in customer accounts.
4. Receives and opens customer mail and processes payments.
5. Participates in customer shut-off process for delinquent accounts.
6. Prepares and processes service orders for field staff.
7. Receives and posts payment for backflow reports. Responsible for mailing backflow letters, updating data in Program, answer questions related to backflow and shut offs for backflow.

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TITLE: Water Sewer Utility Clerk II
CLASS NUMBER:
PAY RANGE: 13

CUSTOMER BILLING DIVISION RESPONSIBILITIES

Prepares, issues, and processes all routine bimonthly utility bills issued to customers. As a regional utility providing billing service for other entities, they coordinate with local governmental utility departments regarding billing rates and meter readings.

1. Prepares water and sewer account bills.
2. Prepare and transfer files for bill print company
3. Notifies bill print company of any changes to bill format and communicate any customer memos for billing cycle.
4. Checks all readings and posts corrections to computer. Reviews billing registers for accuracy.
5. Maintains meter change information in billing system.
6. Responsible for loading readings to/from hand held computers to/from main computer system.
7. Maintains meter reading software system (i.e. Badger ReadCenter) and resolve errors with company when necessary.
8. Set up rate files for system. Maintains regular communication and correspondence with outside entities regarding rate changes and billing procedures specific to their entity.
9. Processes final bills (e.g., applies deposits to accounts, process and mail final bills).
10. Verify new ownership and mail new customer letters.
11. Update and maintain billing rate spreadsheet and new customer letter.
12. Prepares and mails discontinuance of services notices. Prepares shut off notices.
13. Prepares and mails delinquent letters for accounts 60 days past due that are to be certified to property taxes. Prepares certification resolution for Commissioner approval.
14. Prepares and maintains various reports (zero consumption, locked accounts, future customers, credit balances, etc.)
15. Receive and process customer bankruptcy paperwork.
16. Communicates with IT regarding billing software changes as needed.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Water Sewer Utility Clerk II
CLASS NUMBER:
PAY RANGE: 13

17. Assist Office Administrator and Sanitary Engineer with development/update of billing agreements with outside entities when necessary.
18. Receives and opens customer mail and processes payments.
19. Prepares and processes service orders for field staff.
20. Receives and opens payments for backflow reports. Responsible for mailing backflow letters, updating data in Programs, answer questions related to backflow and shut offs for backflow.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: WATER SEWER UTILITY
CLERK II

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	B	45
#2	Knowledge Required	C	101
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	B	23
#7	Responsibility for Completing Records and Reports	D	72
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	A	11
	TOTAL POINT FACTOR ASSIGNMENT		<u>503</u>
	RANGE		#13

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Water Sewer Utility Clerk III

CLASS NUMBER:
PAY RANGE: 14

JOB RESPONSIBILITIES: Performs other duties as required.

Under direction, Successfully performs the duties of all the following divisions:

1. Cashier/Receptionist Division
2. Customer Service Division
3. Customer Billing Division

Detailed description of each division is included as an attachment.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

Completion of secondary education or its equivalent with a basic knowledge of bookkeeping, data processing, word processing/typing, customer service, data entry and spreadsheet manipulation, and/or equivalent combinations of training and/or experience. Must possess a valid Ohio Driver's License.

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. Essential functions for each division is detailed as attached.
2. Demonstrates a regular and predictable attendance.
3. Follows all safety and health practices of the Warren County Board of Commissioners as described in the attached addendum.

KNOWLEDGE, SKILLS AND ABILITIES: (* indicates developed after employment)

Knowledge of: County government, bookkeeping, utility billing, customer service, cash handling; public relations, office practices and procedures, and County and facilities serving the County.

Ability to: calculate numbers; maintain accurate records; gather, collate and classify information about data, people and things; communicate effectively; answer routine inquiries from general public; operate computer terminal for extended periods of time.

Skill in: typing, data processing, mathematical calculations, 2-way radio, copy machine.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Water Sewer Utility Clerk III

CLASS NUMBER
PAY RANGE: 14

CASHIER/RECEPTIONIST DIVISION RESPONSIBILITIES

Welcomes, directs, and attends to the needs of customers and visitors that arrive at the Water & Sewer Department main office. Receives and processes customer payments received at the walk-up counter. In consultation with the engineering staff, quote sewer connection and water tap fees for new construction. Answer customer questions or direct customers to department staff as necessary.

1. Collects deposits made on rental property.
2. In consultation with the engineering staff, determines, and collects tap in charges/inspection fees for residential customers.
3. Registers and create new accounts in utility billing system after tap in charges have been collected.
4. Receives and opens customer mail and processes payments.
5. Participates in customers shut-off process for delinquent accounts.
6. Prepares and mails refunds for closed accounts.
7. Prepares and processes service orders for field staff.
8. Collects deposits for hydrant meters. Maintains and updates hydrant meter spreadsheet for availability and billing.
9. Collects and posts payments for backflow reports. Responsible for mailing backflow letters, updating data in Programs, answer questions related to backflow and shut offs for backflow.
10. Maintains cash drawer and balance receipts daily.
11. Responsible for balancing and updating credit card payments received electronically.
12. Prepares notices for bad checks charges and maintains spreadsheet.
13. Prepares receipts for deposit to Auditor/Treasurer.
14. Maintains monthly tap fee spreadsheet for water and sewer tap in fees.
15. Handles releases to Building Department regarding availability of water and sewer.
16. Prepare and mail annual letters for contractors regarding surety bonds.
17. Balances and maintains a spreadsheet for deposits and deposit refunds and balances it with Auditor's records.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
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TITLE: Water Sewer Utility Clerk III
CLASS NUMBER:
PAY RANGE: 14

CUSTOMER SERVICE DIVISION RESPONSIBILITIES

Receives, answers, and directs customer phone calls to the Water & Sewer Department.

1. Addresses customer complaints.
2. Informs customers of department policies.
3. Prepares final read-out service orders and processes changes in customer accounts.
4. Receives and opens customer mail and processes payments.
5. Participates in customer shut-off process for delinquent accounts.
6. Prepares and processes service orders for field staff.
7. Receives and posts payment for backflow reports. Responsible for mailing backflow letters, updating data in Program, answer questions related to backflow and shut offs for backflow.

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TITLE: Water Sewer Utility Clerk III
CLASS NUMBER:
PAY RANGE: 14

CUSTOMER BILLING DIVISION RESPONSIBILITIES

Prepares, issues, and processes all routine bimonthly utility bills issued to customers. As a regional utility providing billing service for other entities; they coordinate with local governmental utility departments regarding billing rates and meter readings.

1. Prepares water and sewer account bills.
2. Prepare and transfer files for bill print company
3. Notifies bill print company of any changes to bill format and communicate any customer memos for billing cycle.
4. Checks all readings and posts corrections to computer. Reviews billing registers for accuracy.
5. Maintains meter change information in billing system.
6. Responsible for loading readings to/from hand held computers to/from main computer system.
7. Maintains meter reading software system (i.e. Badger ReadCenter) and resolve errors with company when necessary.
8. Set up rate files for system. Maintains regular communication and correspondence with outside entities regarding rate changes and billing procedures specific to their entity.
9. Processes final bills (e.g., applies deposits to accounts, process and mail final bills).
10. Verify new ownership and mail new customer letters.
11. Update and maintain billing rate spreadsheet and new customer letter.
12. Prepares and mails discontinuance of services notices. Prepares shut off notices.
13. Prepares and mails delinquent letters for accounts 60 days past due that are to be certified to property taxes. Prepares certification resolution for Commissioner approval.
14. Prepares and maintains various reports (zero consumption, locked accounts, future customers, credit balances, etc.)
15. Receive and process customer bankruptcy paperwork.
16. Communicates with IT regarding billing software changes as needed.

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TITLE: Water Sewer Utility Clerk III
CLASS NUMBER:
PAY RANGE: 14

17. Assist Office Administrator and Sanitary Engineer with development/update of billing agreements with outside entities when necessary.
18. Receives and opens customer mail and processes payments.
19. Prepares and processes service orders for field staff.
20. Receives and opens payments for backflow reports. Responsible for mailing backflow letters, updating data in Programs, answer questions related to backflow and shut offs for backflow.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: WATER SEWER UTILITY
CLERK III

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	C	101
#3	Work Policies and Methods	C	67
#4	Work Structure and Independence of Action	C	101
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	B	23
#7	Responsibility for Completing Records and Reports	E	90
#8	Personal Contacts	E	38
#9	Work Environment and Physical Demands	A	11
	TOTAL POINT FACTOR ASSIGNMENT		<u>543</u>
	RANGE		#14

Resolution

Number 19-1263

Adopted Date October 01, 2019

AMEND JOB TITLES FOR VARIOUS EMPLOYEES WITHIN WARREN WATER AND SEWER DEPARTMENT

WHEREAS, the Classification Specifications for Water Sewer Utility Clerk I, II and III have been developed for the department to better define the current job duties, promote cross training and enhance operations within the Water and Sewer Department; and

WHEREAS, there is a need to update the following employee job titles:

Shawn Brinson update to:	Water Sewer Utility Clerk I
Tiffany Barnett update to:	Water Sewer Utility Clerk I
Ila Hartrum update to:	Water Sewer Utility Clerk I
Kassidy Vernon update to:	Water Sewer Utility Clerk I
Rhonda Day update to:	Water Sewer Utility Clerk I

NOW THEREFORE BE IT RESOLVED, to amend job titles for said employees.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water and Sewer (file)
Personnel files
OMB – Sue Spencer
T. Reier

Resolution

Number 19-1264

Adopted Date October 01, 2019

APPROVE JOB TITLE CHANGE AND WAGE INCREASE FOR JANET LUNDY FROM CUSTOMER REPRESENTATIVE TO THE POSITION OF WATER SEWER UTILITY CLERK II

WHEREAS, the Sanitary Engineer restructured and re-factored clerical positions with the Water and Sewer department to Water Sewer Utility Worker I, II & III; and

WHEREAS, Ms. Lundy's qualifications meet the requirements for a Utility Clerk II position which is a pay grade #13, and

NOW THEREFORE BE IT RESOLVED, to approve job title and wage increase for Janet Lundy from Customer Representative to Water Sewer Utility Clerk II, non-exempt, pay range #13, \$18.86 hour, effective pay period beginning October 12, 2019.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
J. Lundy's Personnel file
OMB-Sue Spencer
T. Reier

Resolution

Number 19-1265

Adopted Date October 01, 2019

ADOPT CLASSIFICATION SPECIFICATIONS AND POINT FACTOR ASSIGNMENTS OF BACKFLOW & CROSS CONNECTION CONTROL COORDINATOR WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, this Board has adopted a Classification/Compensation Plan in an effort to ensure fair and equitable compensation to individuals employed by Warren County; and

WHEREAS, the Sanitary Engineer has requested that the position of Backflow & Cross Connections Control Coordinator be created within the Warren County Water and Sewer Department; and

WHEREAS, it is necessary to amend the Classification/Compensation Plan to allow for the incorporation of the newly created classification specification and associated pay range assignment; and

NOW THEREFORE BE IT RESOLVED; to create the classification specification of Backflow & cross Connection Control Coordinator, as attached hereto and made a part hereof, and to assign to said classification specification the pay range assignment of #19 (668 total points); and

BE IT FURTHER RESOLVED, to amend the Warren County Classification/Compensation Plan and incorporate therein the classification specifications of Backflow & Cross Connections Control Coordinator effective upon adoption of this resolution.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Classification/Compensation file
Water and Sewer (file)
Sue Spencer
T. Reier

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page_1of2

**TITLE: Backflow & Cross Connection Control
Coordinator**

PAY RANGE: #19

JOB RESPONSIBILITIES: Performs other duties as required.

Manages and implements the Water & Sewer Departments Backflow and Cross Connection Control program. Implements and oversees all components of the program including field surveys, Geographic Information System (GIS) data collection, testing and repair of the department backflow devices, implementing the annual self certification device testing program, enforce the backflow standards, update the device database, address backflow related questions, and post payments.

QUALIFICATIONS: Any combination of training and work experience which indicates possession of the skills, knowledge, and abilities listed below. An example of an acceptable qualification for this position is:

An Associate Degree (2-year) in environmental science or similar program, or completion of secondary education or its equivalent with a minimum 5 years experience in water and wastewater systems. Backflow Prevention Certificate of Competency from the Operator Training Committee of Ohio (OTCO) or registered backflow tester with the Ohio Department of Commerce, Division of Industrial Compliance .

ILLUSTRATIVE DUTIES: The duties listed below are intended to depict tasks performed by this classification.

1. **Field Surveys:** Inspects buildings and water systems for potentially hazardous cross connections; determines potential contamination hazards. Surveys facilities for adequate backflow protection. Surveys backflow devices and contacts customers to test devices as needed.
2. **Geographic Information System:** Assist with field survey work for the purpose of collecting backflow device information and information on other departmental assets. Collect water/sewer structure coordinates (i.e. water and sewer lateral field markers, backflow prevention devices, manholes, fire hydrants, valves, etc.) using real time kinematic (RTK) global positioning system (GPS) survey techniques
3. **Device Testing:** Performs annual backflow testing of County owned and maintained devices. Rebuilds or replaces failed devices.
4. **Backflow Self Certification Testing Program:** Enters and maintains backflow device and account information into the backflow software program. Issues annual testing notifications and violation letters. Process and posts backflow payments.
5. **Backflow Standards:** Enforces Water and Sewer Department rules and regulations on backflow and cross-connection control. Works with the Sanitary Engineer to adopt appropriate changes to the rules and regulations.

CLASSIFICATION SPECIFICATION
WARREN COUNTY BOARD OF COMMISSIONERS
An Equal Opportunity Employer

Page 1 of 2

TITLE: Backflow & Cross Connection Control
Coordinator

PAY RANGE: #19

7. Technical Assistance: Provides technical assistance to interested third parties on rule and regulations pertaining to cross-connection and backflow.
9. Be available and participate in the department's 24-hour emergency response call-out schedule as established by the Superintendent.
10. Must be able to lift a minimum of fifty (50) pound in the performance of this position.

KNOWLEDGE, SKILLS AND ABILITIES: Necessary to perform duties.

Knowledge of: public relations; department work rules, policies, and procedures; geography of the County; maintenance procedures and techniques; safety practices and procedures;

Skill in: Geographic Information System software, Global Positioning System hardware; reading engineering drawings; calculate numbers; maintain accurate records, resolve complaints; responding to customer service complaints, basic typing, basic program knowledge, data entry.

WARREN COUNTY

CLASSIFICATION POINT FACTOR ASSIGNMENT

POSITION CLASSIFICATION TITLE: BACKFLOW & CROSS
CONNECTION COORDINATOR

	<u>FACTOR</u>	<u>DEGREE</u>	<u>POINTS</u>
#1	Degree of Supervision Exercised	C	67
#2	Knowledge Required	D	135
#3	Work Policies and Methods	D	90
#4	Work Structure and Independence of Action	D	135
#5	Responsibility for Assets	C	45
#6	Responsibility for Safety of Others	C	45
#7	Responsibility for Completing Records and Reports	D	72
#8	Personal Contacts	F	45
#9	Work Environment and Physical Demands	C	34
	TOTAL POINT FACTOR ASSIGNMENT		<u>668</u>
	RANGE		#19

Resolution

Number 19-1266

Adopted Date October 01, 2019

APPROVE RECLASSIFICATION OF TOM BARNES FROM STAFF TECHNICIAN TO THE POSITION OF BACKFLOW & CONNECTION CONTROL COORDINATOR

WHEREAS, the Sanitary Engineer requested to create said position and has indicated that Tom Barnes performs the essential functions Backflow & Connection Control Coordinator and desires to reclassify him to said position; and

NOW THEREFORE BE IT RESOLVED, to reclassify Tom Barnes from the position of Staff Technician to Backflow & Connection Control Coordinator, non-exempt, pay range #19, \$25.41 hour, effective pay period beginning October 12, 2019.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
T. Barnes' Personnel file
OMB-Sue Spencer
T. Reier

Resolution

Number 19-1267

Adopted Date October 01, 2019

APPROVE PROMOTION OF RANDI PHILLIPS FROM THE CASE AIDE POSITION TO ALTERNATIVE RESPONSE CASEWORKER I POSITION WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Phillips meets the minimum requirements with an associate's degree pursuant to OAC 5105: 2-33-55 and is currently on track to receive a bachelor's degree in October 2021 meeting the requirements pursuant to OAC 5105: 2-33-55; and

WHEREAS, the Director of Children Services and several supervisors have interviewed Ms. Phillips and recommend her for said position due to her length of time with the agency and high quality of work; and

NOW THEREFORE BE IT RESOLVED, to promote Randi Phillips to the position of Alternative Response Caseworker I, non-exempt, pay range #6 \$16.46 per hour, under the Warren County Job and Family Services, Children Services Compensation Schedule, effective pay period beginning October 12, 2019; and

BE IT FURTHER RESOLVED, if Ms. Phillips withdraws from college at any point prior to obtaining her bachelor's degree and/or does not obtain her bachelor's degree within five years of her promotion, Ms. Phillips will no longer meet the requirements of an Alternative Response Caseworker and will have the ability to moved to any vacant position provided she meets the minimum requirements of the vacancy, otherwise the department will pursue separation.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Children Services (file)
Randi Phillips' Personnel file
OMB – Sue Spencer

Resolution

Number 19-1268

Adopted Date October 01, 2019

HIRE HUNTER LANGDON AS WATER DISTRIBUTION WORKER I WITHIN THE
WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Hunter Langdon, as Water Distribution Worker I, within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), Pay Range #13, \$15.48 per hour, under the Department of Water and Sewer Compensation Plan, effective October 21, 2019, subject to a negative drug screen and 365-day probationary period.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Hunter Langdon's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
T. Reier

Resolution

Number 19-1269

Adopted Date October 01, 2019

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

BE IT RESOLVED, to hire Bradley Kreusch, as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$15.98 per hour, under the Warren County Job and Family Services compensation plan, effective October 21, 2019, subject a negative drug screen and a 365 day probationary period.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
Bradley Kreusch's Personnel file
OMB – Sue Spencer

Resolution

Number 19-1270

Adopted Date October 01, 2019

AMEND RESOLUTION #17-1359 RELATIVE TO ROAD IMPROVEMENTS TO STATE ROUTE 741 ALONG THE FRONTAGE OF THE ESTATES OF KEEVER CREEK SUBDIVISION IN TURTLECREEK TOWNSHIP

WHEREAS, pursuant to Resolution #17-1359, adopted Sept. 5, 2017, this Board approved and confirmed the survey, plans, profiles, cross sections, estimates of costs, estimated assessments and specifications and determined to proceed with advertising and bidding for construction of road improvements to State Route 741 along the frontage of the Estates of Keever Creek Subdivision in Turtlecreek Township; and

WHEREAS, Section 5 of said Resolution provided for early payment of the assessment rather than paying the assessment over a period of twenty (20) years with interest at the rate borne by the bonds issued in anticipation of collection of said assessments; and

WHEREAS, at the request of the County Auditor, it is necessary to amend Resolution #17-1359, in part, to amend and restate Section 5 that erroneously provided for prepayment of said assessment as Chapter 5555 of the O.R.C., does not provide for prepayment of a County Road Improvement assessment when bonds are issued; and

NOW THEREFORE BE IT RESOLVED, to amend and restate Section 5 of Resolution #17-1359, as follows:

SECTION 5 – PAYMENT: that assessment shall paid over a period of twenty (20) years with interest at the rate borne by the bonds issued in anticipation of collection of said assessment.

BE IT FURTHER RESOLVED, that all other provisions of Resolution # 17-1359 shall remain in effect as such are incorporated herein and made a part hereof; and

BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners; and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code; and


BE IT FURTHER RESOLVED, that the Clerk of this Board is hereby directed to certify a copy of this Resolution to the County Auditor.

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

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

Resolution adopted this 1st day of October 2019.

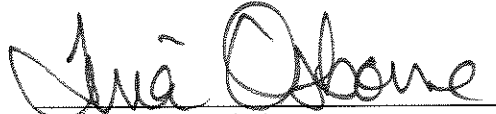
BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

RESOLUTION #19-1270
OCTOBER 01, 2019
PAGE 2

CERTIFICATE

The undersigned hereby certifies the foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at a meeting held on the 1st day of October, 2019, together with a true and correct copy of the minutes of said meeting to the extent pertinent to the consideration and adoption of said resolution.

A handwritten signature in black ink, appearing to read "Tina Osborne", written over a horizontal line.

Tina Osborne, Clerk
Board of County Commissioners
Warren County, Ohio

cc: Auditor____ (certified)
Engineer (file)
Prosecutor (file)
Project file

Resolution

Number 19-1271

Adopted Date October 01, 2019

AUTHORIZE AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH BURGESS & NIPLE, INC., INCREASING PURCHASE ORDER NO. 19000945 FOR THE LOWER LITTLE MIAMI WWTP IMPROVEMENTS PROJECT

WHEREAS, Warren County and Burgess & Niple, Inc. entered into an Engineering Agreement on April 16, 2019 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Lower Little Miami WWTP Improvements Project; and

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including failure analysis of the sludge holding tank blowers and the design of a parallel force main for the Foster sanitary lift station; and

NOW THEREFORE BE IT RESOLVED, to approve Amendment No. 1 increasing Purchase Order No. 19000945 to Burgess & Niple, Inc. in the amount of \$32,100 creating a new contract price of \$187,600. Said Amendment, attached hereto and made a part hereof, shall be subject to the following conditions:

1. The scope of services shall be as stipulated in "September 10, 2019 Proposal for Additional Engineering Services" attached hereto and made a part hereof.
2. Compensation for the additional services shall be in accordance with the April 16, 2019 engineering contract, total additional compensation not to exceed \$32,100.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A – Burgess & Niple, Inc
Water/Sewer (File)
Project File

**AMENDMENT NO. 1
ENGINEERING AGREEMENT**

THIS AMENDMENT NO. 1, 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 Burgess & Niple, Inc., 525 Vine Street, Suite 1300, Cincinnati, Ohio 45202 (hereinafter "CONSULTANT").

WHEREAS, Warren County and Burgess & Niple, Inc. entered into an Engineering Agreement on April 16, 2019 for professional engineering services for the preparation of construction drawings, contract documents and surveying services during the design and construction of the Lower Little Miami WWTP Improvements Project; and

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

WHEREAS, it is the desire of this Board to amend said Engineering Agreement to allow for additional professional engineering services including failure analysis of the sludge holding tank blowers and the design of a parallel force main for the Foster sanitary lift station; and

NOW, THEREFORE, IT IS AGREED by and between the COUNTY and the CONSULTANT that the Lower Little Miami WWTP Improvements Project Agreement is hereby amended as follows:

SCOPE OF SERVICES

The contractual scope shall be modified as identified in the CONSULTANT's letter dated, September 10, 2019, attached hereto and made a part hereof.

COUNTY RESPONSIBILITIES

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

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

SCHEDULE

The CONSULTANT'S additional services shall commence upon the execution of the Amendment by both the CONSULTANT and the COUNTY. All tasks shall be completed in accordance with the April 16, 2019 Agreement.

COMPENSATION

1. The CONSULTANT's fee for all services performed pursuant to this Amendment shall be on a "hourly cost-times-factor" basis for all labor incurred by the CONSULTANT, in accordance with the April 16, 2019 Agreement.
2. Based on the scope of work as described herein, total compensation for all services performed under this Amendment, and all direct reimbursable costs, shall not exceed \$32,100.
3. Payment of compensation shall be made to the CONSULTANT within thirty (30) days after the receipt of an invoice from the CONSULTANT.

TERMS & CONDITIONS

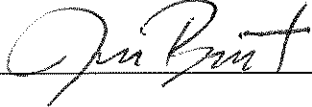
Except as provided herein, the April 16, 2019 Engineering Agreement shall remain binding and in force and effect in all other aspects. In the event any conflict or dispute arises between the April 16, 2019 Engineering Agreement and this Amendment No. 1, such conflict or dispute shall be resolved in accordance with the amended obligations set forth in this Amendment No. 1.

[the remainder of this page is intentionally left blank]

CONSULTANT:

IN EXECUTION WHEREOF, Burgess & Niple, Inc., has caused this Agreement to be executed by Jon Brunot, P.E., its Vice President, on the date stated, pursuant to a resolution authorizing the same.

BURGESS & NIPLE, Inc.

SIGNATURE: 

NAME: Jon Brunot, P.E.

TITLE: Vice President

DATE: 9/18/19

COUNTY:

IN EXECUTION WHEREOF, the Warren County Board of Commissioners has caused this Agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Board Resolution No. 19-1271, dated 10/1/19.

WARREN COUNTY BOARD OF COMMISSIONERS

SIGNATURE: 

NAME: Shannon Jones

TITLE: President

DATE: 10/1/19

Approved as to form:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO


By: Adam Nice, Asst. Prosecutor

BURGESS & NIPLE

525 Vine Street | Suite 1300 | Cincinnati, OH 45202 | 513.579.0042

Mr. Chris Brausch, PE
Warren County Water & Sewer Department
406 Justice Drive
Lebanon, Ohio 45036

Re: Lower Little Miami WWTP
Improvements Project
Contract Amendment No. 1

September 10, 2019

Dear Mr. Brausch:

Burgess & Niple (B&N) is pleased to submit this proposal to provide additional professional engineering services associated with the Lower Little Miami WWTP Improvements Project. This letter proposal is in response to the request for proposal discussed during our conference calls on July 2, 2019 and August 30, 2019.

It is our understanding that the frequent Kaeser blower motor replacements are likely not caused by the motors themselves, but some other underlying electrical or mechanical issues (resulting in the sludge blower motors burning out and catching on fire). B&N will troubleshoot and investigate this problem to determine the root cause of this issue. B&N will include in the contract documents replacement of the blower destroyed by fire (and any other improvements needed to prevent this from occurring to any of the four blowers in the future).

Furthermore, a recent forcemain break caused by a roadway contractor driving sheet pile led to a release of sewage into the Little Miami River. During the repair it was discovered bypass pumping and isolating the forcemain (because of the submerged discharge outlet and negative suction pressure caused by the significant elevation change over the alignment) was difficult. B&N will include in the contract documents improvements to the forcemain that will allow for easier isolation during maintenance and repair activities (while maintaining full operation of New Foster Pump Station).

Scope of Services

The specific tasks B&N engineers will conduct as part of this amendment include:

Sludge Blower Investigation and Improvements

- Review electrical system, including MCC and VFD arrangement, and conductors/conduits design and construction (submittals and record drawings) documents. Review available power usage, amperage draw, and other relevant electrical data County staff has on how blower system operates.
- Field-verify installation of MCC, VFD, and conductors, and interview operators.

- Develop and implement metering plan and harmonics study, if necessary (it is assumed that Warren County has an electrician or on-call contractor that B&N can utilize and coordinate with to accomplish this task).
- Evaluate wiring and monitoring of PD blower enclosure ventilation fan.
- Review original and replacement motor history, starting with initial submittals and purchased motor replacements.
- Formulate corrective plan and document in an email, which will serve as conference call outline.
- Design blower or electrical upgrades as part of blower replacement drawing and specification production.

New Foster Forcemain Improvements

- Develop plans and specification for New Foster Pump Station forcemain improvements.
 - Connect a new 18-inch forcemain and valving from the existing 24-inch forcemain in front of the New Foster Pump Station to the abandoned 18-inch forcemain in front of the abandoned Foster Pump Station.
 - Connect a new 18-inch forcemain from the abandoned 18-inch forcemain to the existing 24-inch forcemain near the 24-inch forcemain discharge well.
 - Add isolation valves and static air release/vacuum piping to both forcemains near the discharge location.
- Design a means to empty the 18-inch forcemain or fill it with clear water while it is not in use.
- Determine sequence of construction for the forcemain tie-in connections, inspection, and testing.
- Develop system head curves of the existing 24-inch and 18-inch forcemains operating independently and together with flow from the New Foster Pump Station. Determine the effects on the existing New Foster pumps while operating at various forcemain scenarios and if any of the scenarios has potential to damage a pump.

Assumptions

- Permits (including OhioEPA PTI, 401, and/or USACE 404) will not be required.
- The abandoned 27-inch sewer under Simpsons Creek is available and in acceptable condition for reuse as a casing pipe. Confirmation via visual inspection.
- Survey will not be required. The existing as-built plans along with field verification will be sufficient for use in developing the new improvement plans.
- The majority of the abandoned 18-inch forcemain is in acceptable condition for reuse. Confirmation via pressure test.

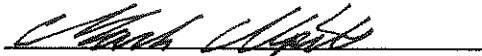
Design Fees


All work will be invoiced in accordance with our existing Agreement. Our proposed not-to-exceed fee to execute the additional scope described above is estimated to take 172 hours equating to a fee of \$31,100. Please call if you have any questions or comments.

<u>Task</u>	<u>Hours</u>	<u>Fee</u>
Sludge Blower Investigation and Improvements	76	\$14,900
<u>New Foster Forcemain Improvements</u>	<u>96</u>	<u>\$17,200</u>
Total	172	\$32,100

Sincerely,

BURGESS & NIPLE, INC.


Mark Upite, PE
Project Manager


Jon Brunot, PE
Vice President

Resolution

Number 19-1272

Adopted Date October 01, 2019

APPROVE AND ENTER INTO LEASE AGREEMENT WITH PITNEY BOWES

BE IT RESOLVED, to approve and authorize the President of the Board to execute a Lease Agreement for a mail system for the Administration Building, with Pitney Bowes, agreement attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Pitney Bowes
OMB (file)
S. Spencer

Exhibit A

LEASE SCHEDULE No. _____ TO MASTER LEASING AGREEMENT
(The "Master Leasing Agreement")

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER 111 800547

1. **Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 03/01/2017, between Pitney Bowes Inc., as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

- An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.
- A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address:
WARREN CTY COMMISSIONERS
406 JUSTICE DR
LEBANON OH 45036-2349
001832648

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.

3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule 800547 currently in existence between Pitney Bowes Inc. and the State of Ohio, dated 03/01/2017

Item No.	Quantity	Style	Description
1			
2		SEE ATTACHED QUOTE	
3 etc.			

Property Location:
406 JUSTICE DR LEBANON OH 45036-2349

- 4. **Term:** 60 months
- 5. **Periodic Lease Payment Amount:** \$743.28 month
- 6. **Lease Payment Frequency:** monthly billed quarterly [monthly, quarterly, annually]
- 7. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: 3001 Summer St Stamford CT 06926; by 5:00 p.m., 30 days after installation.
- 8. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor, under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.

9. **Assignment:** As provided in Section 24 of the Master Leasing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Leasing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:


Assignee: Assignee Name
 Assignee address
 Assignee City, State, Zip

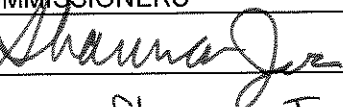
10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to Section 9.2 of the Master Leasing Agreement.

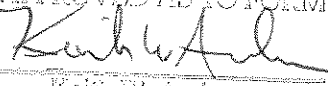
11. This Schedule is subject to Review and Approval by Assignee Name

ASSIGNMENT ACCEPTED BY ASSIGNEE NAME:

By: N/A

Lessor: Pitney Bowes Inc.
By: 
Printed Name: Lori Rossio
Title: GMAM
Date: 09/18/19 9/18/19

Lessee WARREN CTY COMMISSIONERS
By: 
Printed Name: Shannon Jones
Title: President
Date: 10/1/19

APPROVED AS TO FORM

 Keith W. Anderson
 Asst. Prosecuting Attorney

1	MW90650	Tape Moistener Asmbly Connect+ 3000 Mono
1	AZBG	Black Graphics Upgrade
1	4W00	Connect+ /SendPro P Series Meter
1	SJM3	SoftGuard for SendPro P3000
1	M9SS	Mailstream Intelliink Services
1	F9PG	PowerGuard Service Package
1	T8CS	Receiving - Standard
1	APKE	SendPro P Receiving Feature
1	NV90	InView Subscription
1	PTJ1	Postal Shipping
1	APK2	SendPro P Series Basic Label Printer Pac
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	APKF	SendPro P Shipping Feature Access
1	STDSL A	Standard SLA-Equipment Service Agreement (for SendPro P Series)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 743.28	\$ 2,229.84

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Sales Information

Lori Rossio	lori.rossio@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

This Quotation is for budgeting and planning purposes only and is not legally binding. The supply of any goods or services is subject to a separate written order which will be issued by Pitney Bowes and will be subject to the terms and conditions incorporated therein.

Exhibit B

True Lease Transaction

CERTIFICATE OF ACCEPTANCE

LEASE SCHEDULE NO. _____

By and Between

WARREN CTY COMMISSIONERS (Lessee)

and

Pitney Bowes Inc. (Lessor)

Entered into Pursuant to the

MASTER LEASING AGREEMENT

Dated 03/01/2017

By and Between

The State of Ohio, by the Department of Administrative Services

and

Pitney Bowes Inc.

1.) ACCEPTANCE: LESSEE HEREBY CONFIRMS THAT THE PROPERTY DESCRIBED ON EXHIBIT A HAS BEEN RECEIVED, IS IN GOOD CONDITION AND REPAIR, AND COMPLIES IN ALL RESPECTS WITH ITS SPECIFICATIONS.

2.) PROPERTY LOCATION:

USER:

BY

(NAME TYPED OR PRINTED)

TITLE:

SIGNATURE:

DATE OF ACCEPTANCE _____ (Effective Date)

Resolution

Number 19-1273

Adopted Date October 01, 2019

ACCEPT QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS FOR SHORETEL TELEPHONE TRAINING ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, the Shoretel Telephone Training provided by Business Communication Specialists for Warren County Telecom as indicated on the attached quote for purchase requires signature indicating acceptance; and

NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communication Specialists for Shoretel Telephone Training on behalf of Warren County Telecommunications; as attached hereto and a part hereof.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Business Communications Specialists (BCS)
Telecom (file)



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street, Wadsworth, OH 44281
P: 330.335.7276 • F: 330.335.7275
www.bcslp.com

QUOTE

Number AAAQ12162-02
Date Sep 25, 2019

Sold To	Ship To	Your Sales Rep
Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States Phone (513)695-1318 Fax (513)695-2973	Bryon Palitto 330-335-7271 bryonp@palittoconsulting.com

Qty	Description	Unit Price	Ext. Price
2	UC I&M Part 1	\$2,368.75	\$4,737.50
2	UC I&M Part 2	\$2,368.75	\$4,737.50

This quote has been created based on the facts as Business Communication Specialists knows them regarding the environment being quoted at the time of the quote. The Client agrees to be responsible for the cost of any additional hardware, software, licenses and labor that are a result of a client change request to this quote.

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

SubTotal	\$9,475.00
Tax	\$0.00
Shipping	\$0.00
Total	\$9,475.00

Signature of Acceptance

Print Name: Shannon Jones
Signature: Shannon Jones

Date: 10/1/19

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

APPROVED AS TO FORM

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



Standard Terms and Conditions

Thank you for considering Business Communication Specialists (BCS) for your Voice Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on this Standard Terms and Conditions will be superseded by the details as specified on the face of the proposal.

Payment Terms

1. Hardware and Software: 75% of quote paid upon signing of the proposal, with the final 25% due upon completion of implementation.
2. Mitel Support Renewals:
 - a. Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. BCS is not responsible for vendor delivery delays and out of stock items. BCS is not affiliated with or responsible for delays or mishandling of local or long distance services from the Client's preferred service provider(s).
 - b. All returned items are subject to up to a 25% restocking fee plus "as used" service time cost, with the exception of licenses and support and maintenance costs, which are non-refundable and non-returnable.
3. Fixed Price Service Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under BCS's standard terms of Net 20 days. A fixed price project is any project that does not have a hours estimate included in the quote.
4. Time and Materials Projects: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under BCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

BCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

BCS sells only the highest quality of products. All items sold do not have a BCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. BCS is not responsible to refund warranty items without the original box and all accessories. BCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.

Mitel Support Agreements

Mitel Support Agreements are an agreement between the customer and Mitel. All labor completed by BCS is not covered by the Mitel Support Agreement. The Mitel Support Agreement covers the following items:

1. Covered defective equipment is replaced next day
2. Software upgrades are included (labor to install upgrades is not included)
3. Mitel Support Agreement allows BCS to engage Mitel Technical Support (TAC) on behalf of the customer

Resolution

Number 19-1274

Adopted Date October 01, 2019

ACCEPT QUOTE AND ENTER INTO A MASTER SERVICE AGREEMENT WITH CENTURY LINK FOR THE REPLACEMENT OF THE ADTRAN CSU/DSU DEVICES WITH CISCO 1921 ROUTER, MAINTENANCE AND SUPPORT ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

BE IT RESOLVED, to accept quote and enter into a Master Service Agreement with Century Link on behalf of Warren County Telecommunications for the replacement of the End of Life Adtran CSU/DSU Devices with Cisco 1921 Router Maintenance and Support; as attached hereto and a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Century Link
Telecom (file)



Customer: Warren County E911 OH
Quote #: 56744073
Project Name: Adtran CSU/DSU Replacement with Cisco 1921 Router
Created On: 9/3/2019
Expiration Date: 11/2/2019
Account Manager: Brian Wolford
Sales Engineer: Nancy Serafino

This proposal is for the replacement of the Adtran CSU/DSU devices which are EOL. CenturyLink will be implementing an IP Backbone for the ALI Network and the new Cisco 1921 Routers are required to interface with the network. There is no charge to the customer for the cost of the Cisco 1921 Routers. Customer is only responsible for shipping, installation, maintenance, and Smartnet only for the

Customer Notes:

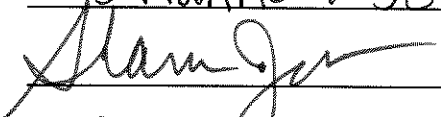
Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Main Site					
Materials					
CISCO1921/K9	C1921 Modular Router, 2 GE, 2 EHWIC slots, 512DRAM, IP Base	\$ -	2	\$ -	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$ -	2	\$ -	
CAB-SS-232FC	RS-232 Cable, DCE Female to Smart Serial, 10 Feet	\$ -	2	\$ -	
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	\$ -	2	\$ -	
SL-19-IPB-K9	IP Base License for Cisco 1900	\$ -	2	\$ -	
S190UK9-15403M	Cisco 1900 IOS UNIVERSAL	\$ -	2	\$ -	
HWIC-2A/S	2-Port Async/Sync Serial WAN Interface Card	\$ -	2	\$ -	
HWIC-1DSU-56K4	1-port 4-WIRE 56/64 KBPS WAN INTERFACE CARD	\$ -	2	\$ -	
Support					
IUM-CON-SNTP-1921	CTL-MGD--UNASSIGNED-FOTS--M-SPARES--(IQU ITEM REQUIRED FOR FOTS) SNTC-24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 162.21	2	\$ 324.43	12
ICU-IUM-CON-SNTP-1921	CTL-MGD--CTL-FOTS--UNASSIGNED-SPARES--(IUM ITEM REQUIRED FOR SPARES) CTL-MGD--UNASSIGNED-FOTS--M-SPARES--(IQU ITEM REQUIRED FOR FOTS) SNTC-24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 14.60	2	\$ 29.20	12
Implementation					
QINTR-CISCO	Integration	\$ 640.02	1	\$ 640.02	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 50.00	1	\$ 50.00	

	Support Services Total	\$353.63
	Implementation Total	\$640.02
	Shipping and Handling Total	\$50.00
	Grand Total Price to Customer	\$1,043.65

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

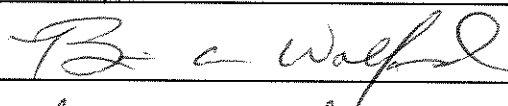
Customer Representative: Shannon Jones

Customer Signature: 

Job Title: President

Date: 10/1/19


CenturyLink Representative: Brian C Wolford

CenturyLink Signature: 

Job Title: Account Manager

Date: 9-23-2019

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney



Customer Notes / Project Description

This proposal is for the replacement of the Adtran CSU/DSU devices which are EOL. CenturyLink will be implementing an IP Backbone for the ALI Network and the new Cisco 1921 Routers are required to interface with the network. There is no charge to the customer for the cost of the Cisco 1921 Routers. Customer is only responsible for shipping, installation, maintenance, and Smartnet only for the deployment of these new routers.

Notes

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION**

This Master Service Agreement ("Agreement") is between CENTURYLINK COMMUNICATIONS, LLC ("CenturyLink") and COUNTY OF WARREN ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. **Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. **Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Service Appendix (Retail Version)**

3. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. **Billing and Payment.**

4.1 **Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

4.2 **Payment of Invoices and Disputes.** Unless otherwise set forth in a Service Attachment, invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3 **Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 **Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION**

may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

4.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

4.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

5. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. Liabilities and Service Levels. The remedies and limitations of liability for any claims arising between the parties are set forth below and, as may be applicable, in the Tariff, regulation, or statute.

6.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or Service Attachment, UNLESS OTHERWISE SET FORTH IN A SERVICE ATTACHMENT. CUSTOMER'S EXCLUSIVE REMEDIES FOR CLAIMS WILL BE LIMITED TO THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO CENTURYLINK FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. CENTURYLINK'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING FROM ERRORS, INTERRUPTIONS, DEFECTS, FAILURES, OR MALFUNCTIONS OF ANY SERVICE OR ANY PART THEREOF CAUSED BY THE NEGLIGENCE OF CENTURYLINK WILL NOT EXCEED THE GREATER OF \$50.00 OR AN AMOUNT EQUIVALENT TO THE PRO RATA CHARGES FOR THE SERVICE AFFECTED DURING THE TIME THE SERVICE WAS FULLY OR PARTIALLY INOPERATIVE. FURTHER CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).

6.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT, CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF CENTURYLINK INTEGRATES ANY RECORDS PROVIDED TO CENTURYLINK BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S 9-1-1 DATA, CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER. IN ADDITION TO ANY OTHER DISCLAIMERS OF WARRANTY STATED IN THE AGREEMENT, CENTURYLINK MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE PERFORMANCE OF THE SERVICES WILL RENDER CUSTOMER'S SYSTEMS INVULNERABLE TO SECURITY BREACHES, OR THAT THE SERVICES WILL BE PROVIDED ERROR-FREE.

6.3 Service Levels.

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION**

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 7 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

7. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

8. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. General Terms.

9.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

9.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical

**CENTURYLINK MASTER SERVICE AGREEMENT
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address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

9.5 Acceptable Use Policy and Data Protection. Customer must comply with the CenturyLink Acceptable Use Policy ("AUP"), which is available at <http://www.centurylink.com/legal>, for Services purchased under this Agreement and acknowledge the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. CenturyLink may reasonably modify these policies to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers.

9.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

9.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

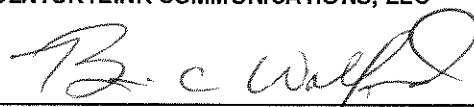
9.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

9.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.


9.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

9.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

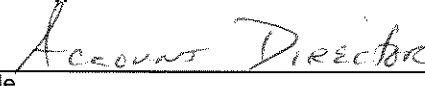
CENTURYLINK COMMUNICATIONS, LLC



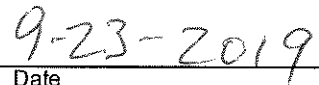
Authorized Signature



Name Typed or Printed




Title

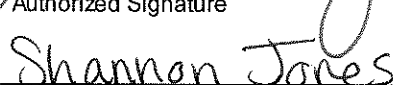


Date

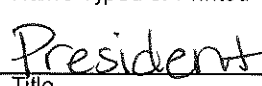
COUNTY OF WARREN



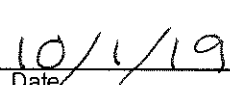
Authorized Signature



Name Typed or Printed



Title



Date

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION**

Customer's Address for Notices: 500 JUSTICE DR, LEBANON,
OH 45036-2379;
Customer's Facsimile Number (if applicable): (151) 369 - 5297
Person Designated for Notices: Paul Kindell

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
Service Appendix (Retail Version)**

1. **General.** This Service Appendix sets forth the terms generally applicable to certain Services provided by CenturyLink Communications, LLC, formerly Qwest Communications Company LLC ("CenturyLink" or "CenturyLink QCC") under the Agreement ("Services"). The Agreement is the CenturyLink Master Service Agreement. Any references to a CenturyLink Total Advantage Agreement in a Service Attachment will not apply. Capitalized terms not defined herein are defined in the Agreement or Service Attachments. CenturyLink will provide Services under the terms of the Agreement, this Service Appendix, and applicable Service Attachments. Any references to a Revenue Commitment or Contributory Charges in a Service Attachment will not apply to this Agreement. Further, any individual Service or Service Attachment may have its own expiration or cutoff date.

2. **Service Attachments.** Customer may purchase Services in the following Service Exhibits attached to this Service Appendix.

- **Select Advantage Service Exhibit (for CPE and Professional Services)**

3. **Cancellation and Termination Charges.** The following replaces the Cancellation and Termination Charges section of the Agreement:

Either party may terminate an individual Service or a Service Attachment: (a) in accordance with the terms of the Service Exhibit's requirements with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service or Service Attachment is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Order Term or Service Term, then Customer will pay the termination charges in accordance with each Service Attachment, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the last effective Order Term or Service Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

4. **Out-of-Service Credit.** For Services without a Service Level or applicable out-of-service credit for service interruption in a Tariff, this Out-of-Service Credit is the Service Level provision for purposes of the Agreement. Customer must request the Out-of-Service Credit and open a trouble ticket to report to CenturyLink the interruption of Service to CenturyLink. If CenturyLink causes Downtime, CenturyLink will give Customer a credit; such credit will be paid as a percentage of the Customer's MRC based on the ratio of the number of minutes of Downtime relative to the total number of minutes in the month when the Downtime occurred. No credits will be given where the Downtime is caused by: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink or its international service providers; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's violation of the Use of Service provisions in this Appendix or in the applicable Service Exhibit; or (i) improper or inaccurate network specifications provided by Customer. "Downtime" is an interruption of Service confirmed by CenturyLink that is measured from the time Customer opens a trouble ticket with CenturyLink to the time Service has been restored.

5. **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

6. **Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of disconnect and termination. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All Customer notices for Service non-renewal, billing disputes and other routine operational notices will be provided to its CenturyLink sales representative.

7. **Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
Service Appendix (Retail Version)**

processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

8. Acceptable Use Policy and Use of Service. CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms contained in the applicable Service Attachment, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

9. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

10. Conflicts. If a conflict exists among the provisions of the Service Attachments for Services, the order of priority will be as follows: the applicable Service Exhibit, this Service Appendix, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means CenturyLink's Rates and Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

11. HIPAA. Any exposure to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") that CenturyLink may have in the provision of the Services is non-routine or incidental, and CenturyLink is not otherwise acting as a Business Associate pursuant to HIPAA.

**CENTURYLINK MASTER SERVICE AGREEMENT
PUBLIC SAFETY VERSION
CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

1. General; Definitions. This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

2. CenturyLink Select Advantage Solutions.

2.1 Purchase. Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/>, and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

2.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CenturyLink'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

3. Term; Termination. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

4. Charges. Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

Resolution

Number 19-1275

Adopted Date October 01, 2019

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN THE AREA 12/WORKFORCE DEVELOPMENT SYSTEM MEMORANDUM OF UNDERSTANDING

WHEREAS, to meet the requirements of the Ohio Department of Job and Family Services, a Memorandum of Understanding (MOU) is required between all OhioMeansJobs partners, in accordance with the Federal Workforce Innovation and Opportunity Act of 2014; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into a Memorandum of Understanding for the Area 12 Workforce Development System, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/ap

cc: c/a – Butler County
c/a – Clermont County
Workforce Investment Board (file)

Memorandum of Understanding for Area 12 Workforce Development System

Integrated service delivery is the cornerstone of the local workforce development system, through which workforce development, educational, and other human resource services are made available to individuals and employers at the American Job Centers (OhioMeansJobs centers). Management of the local workforce development system is to be shared among states, local workforce development boards, core Workforce Innovation and Opportunity Act (WIOA) programs, required partners, additional partners, and OhioMeansJobs center operators.

The Workforce Investment Board – Butler | Clermont | Warren (WIBBCW, Area 12 WDB), which is the local area workforce development board, Butler County Commissioner Donald Dixon, Clermont County Commissioner David Painter, Warren County Commissioner Shannon Jones, which are the Local Area Chief Elected Officials (CEOs), the Warren County Board of Commissioners, which is the fiscal agent for purposes of this MOU, and the local required and additional partners (identified below and referred to collectively as “partners”) enter into this Memorandum of Understanding (MOU).

All parties agree that the purpose of this MOU is to document the roles, responsibilities, and funding commitments the parties have negotiated and mutually agreed upon for the operation and funding of the local area workforce development system and the OhioMeansJobs center(s) in Local Area 12 .

Required Partners – Per WIOA Section 121(b)(1)(B)

Partner Name (If Applicable)	Program Authority
OhioMeansJobs Butler Clermont Warren	WIOA Title I Adult and Dislocated Worker Programs. Section 131
N/A	WIOA Title I Youthbuild Section 171
Easter Seals	WIOA Title I Youth Section 126
N/A	WIOA Title I Job Corps. Section 141
N/A	WIOA Title I Migrant and Seasonal Farm Worker Programs. Section 167
N/A	WIOA Title I Native American Programs. Section 166
Ohio Department of Jobs and Family Services	WIOA Title III Wagner-Peyser Act Programs. 29 USC 49
Butler County – Hamilton City School System (Aspire) Warren County - Warren County Career Technical Center (Aspire)	WIOA Title II Adult Education and Family Literacy Act. Section 206
Opportunities for Ohioans with Disabilities (OOD)	WIOA Title IV, Vocational Rehabilitation Program. Rehabilitation Act of 1973
Butler County – Vantage Clermont County – Vantage Warren County - American Association of Retired Persons (AARP)	Senior Community Service Employment Program (SCSEP). Older Americans Act Title V. 42 USC 3056
Butler County – Butler County Technical Career Training Center	Postsecondary Career and Technical Education, Carl D. Perkins Career and Technical Act of 2006. 20 USC 2301

Warren Co. – Warren County Career Center	
Ohio Department of Jobs and Family Services	Trade Adjustment Assistance (TAA). Trade Act Title II, Chapter 2. 19 USC 2317
Ohio Department of Jobs and Family Services	Jobs for Veterans Act. 38 USC 41
Butler County - Support to Encourage Low Income Families (SELF)	Community Services Block Grant Employment & Training Programs 42 USC 9901 et seq.
N/A	Department of Housing and Urban Development (HUD) – Employment and Training Programs.
Ohio Department of Jobs and Family Services	Unemployment Insurance (UI) Programs. 5 USC 85 and ORC Chapter 4141
N/A	Second Chance Act of 2007. Programs. 42 USC 17532
Butler County - Butler County Department of Job and Family Services Clermont County - Clermont County Department of Job and Family Services. Warren County - Warren County Department of Job and Family Services Human Services Division	Temporary Assistance for Needy Families (TANF). Social Security Act, Title IV, 42 USC 601

Additional Partners – WIOA Section 121(b)(2)

Partner Name	Program Authority
Butler and Clermont County - Legal Aid Society-Greater Cincinnati Legal Aid Society-Greater Cincinnati	Additional Partner, WIOA Section 121(b)(2)
Clermont & Butler County - Greater Cincinnati Behavioral Health (GCBC)	Additional Partner, WIOA Section 121(b)(2)
Clermont County - Clermont County Chamber of Commerce	Additional Partner, WIOA Section 121(b)(2)

Definitions

- A. **Additional Partner:** An entity that carries out a workforce development program not identified as required under WIOA that is approved by the WIBBCW and the CEOs to be included as a partner in the local area workforce development system. WIOA Section 121 (b)(2) outlines the entities that may serve as additional partners.
- B. **Affiliate Center:** A site that makes available one or more of the required or optional programs, services, and activities to job seekers and employers in the local area.

- C. **Career Services:** Services that must be provided through the local workforce development system to adults or dislocated workers as authorized under each partner's program. Services are listed in Article IV of this MOU and defined in Attachment A.
- D. **Chief Elected Officials:** When used in reference to a local area, is the chief elected executive officers of the units of general local government in a local area.
- E. **Common Costs:** Per WIOA Section 121(i), is the costs shared by partner programs which may include costs for basic career services, such as initial intake, assessment of needs, basic skills assessment, identification of appropriate services, referrals by one partner to another partner's program, and other similar services that may be chargeable to more than one program. Common costs and methodologies for cost sharing are included in the cost-sharing portion of this MOU.
- F. **Comprehensive Center:** A physical site where services and activities under all required programs are made available to local job seekers and employers.
- G. **Cost Allocation:** Measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of local workforce development system operating costs.
- H. **Fiscal Agent:** An entity appointed by local area chief elected officials and partners to be responsible for the administration and disbursement of WIOA and other funds allocated for workforce development programs activities in the local area.
- I. **Governor's Executive Workforce Board:** The state workforce development board appointed by the Governor pursuant to WIOA Section 101.
- J. **Individuals with Barriers to Employment:** Defined in WIOA Section 3(24) as member of one or more of the following populations:
 - 1. Displaced homemakers.
 - 2. Low-income individuals.
 - 3. Indians, Alaska Natives, Native Hawaiians.
 - 4. Individuals with disabilities (including youth).
 - 5. Older individuals.
 - 6. Ex-offenders.
 - 7. Homeless individuals.
 - 8. Youth that are in, or have aged out of, the foster care system.
 - 9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 - 10. Eligible migrant and seasonal farmworkers.
 - 11. Individuals within two years of exhausting lifetime eligibility under Title IV of the Social Security Act.

12. Single parents—including single pregnant women.
 13. Long-term unemployed individuals.
- K. **Infrastructure Costs:** Per WIOA Section 121(h)(4), it is the costs necessary for the general operation of OhioMeansJobs (aka “One-Stop”) centers to be shared by a local area and partners. Infrastructure costs include facility rental costs, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the center—including planning and outreach activities.
- L. **Local Area:** A geographic area of a state designated by the Governor in accordance with WIOA Section 106 that serves as a jurisdiction for the administration of workforce development activities delivered through a local workforce development system.
- M. **Local WIOA Plan:** The local area workforce development plan developed by the local workforce development board in cooperation with the chief elected officials pursuant to WIOA Section 108 that describes the local workforce development system, the programs and services delivered through the system, an analysis of the local area workforce, workforce needs, and the strategies to align service delivery among core programs in a manner consistent with the State Plan to achieve performance goals.
- N. **Local Workforce Development Board (Board):** The board appointed by a local area’s chief elected officials to be certified by the Governor or designee per WIOA Section 107. The Board is responsible for administration and oversight of the local area workforce development system in agreement with the chief elected officials and in collaboration with required and additional partners.
- O. **Local Workforce Development System:** The system established in accordance with WIOA Section 121 through which career services, access to training services, employment and training activities, and partner programs and activities as well as related support and specialized services are made available to workers and employers in a local area.
- P. **Ohio Governor’s Office of Workforce Transformation (OWT):** Created by the Ohio Governor under Executive Order 2012-02K to coordinate and align workforce policies, programs and resources across state government to improve effectiveness, efficiency, and accountability.
- Q. **OhioMeansJobs:** The common identifier or brand for the Ohio workforce development system. ORC Section 6301.08 requires all local areas to use this common identifier. Per WIOA Section 121(e)(4), the OhioMeansJobs logo and brand must be used in conjunction with the Department of Labor’s logo with the tagline “a proud partner of the American Job Center network”.
- R. **OhioMeansJobs Center:** Referred to in WIOA as “One-Stop” centers, it is the term used collectively under the Ohio workforce system brand, “OhioMeansJobs” for the comprehensive, affiliate, and specialized centers that operate in a local area and make WIOA programs, services, and activities available to job seekers and employers.
- S. **OhioMeansJobs Center Operator:** One or more entities selected in accordance with WIOA Section 121(d) to operate an OMJ center and to perform OMJ service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.

- T. **Proportionate Share:** The portion of local workforce development system operating costs to be contributed by each partner in proportion to the benefits the partner's program receives from participation in the local workforce development system.
- U. **Regional Planning/Regional Plan:** Collaboration among the local workforce development boards and chief elected officials of a planning region as described in WIOA Section 106(a)(2) to develop a plan that describes cooperative service delivery strategies, industry sector initiatives, collection and analysis of labor market data, pooling of administrative funds, coordination with economic development agencies, and the execution of an agreement for regional performance accountability.
- V. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIOA Section 121(b)(1) required to make the services and activities under the partner's program available through the local workforce development system.
- W. **Resource Sharing:** The cash and/or resources each partner will contribute to fund its proportionate share of costs for operation of the local workforce development system.
- X. **Shared Services:** For purposes of this MOU, it is a shared function or activity that benefits more than one partner program and partners contribute staff time rather than cash or other resources to fund their proportionate share of these types of costs.
- Y. **Specialized Center:** A site in the local area that provides services to address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters and includes a process to make referrals to the comprehensive OhioMeansJobs Centers and affiliate centers.
- Z. **State Workforce Development Board:** The Governor's Executive Workforce Board established by the Ohio Governor pursuant to ORC 6301.04 and WIOA Section 101 to advise the Governor on the development, implementation, and continuous improvement of Ohio's workforce development system.
- AA. **State Infrastructure Funding Mechanism:** The formula that will be implemented by the state to calculate required partners' proportionate shares of infrastructure costs when consensus agreement cannot be reached among a local workforce development board and required partners in a local area. The method is described in Article VI of this MOU.
- BB. **State WIOA Plan:** The workforce plan developed with WIOA, and approved by the DOL that outlines the programs, services, strategies and performance goals for the statewide workforce development system.
- CC. **Training Services:** Persons deemed unable to obtain or retain employment through career services are eligible to receive training services, which include, but are not limited to: occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- DD. **WIOA:** The Workforce Innovation and Opportunity Act of 2014, enacted to amend the Workforce Investment Act of 1998 (WIA) and to align and continuously improve workforce, education, and economic development systems to effectively address the employment and skill needs of workers, jobseekers, and employers.

Article I: Local Workforce Development System Description

- A. **Overview & General Description:** The local workforce development system includes Butler, Clermont and Warren Counties, 1 Comprehensive OhioMeansJobs Center and 2 Affiliate Centers identified in the table below.

Local Area OhioMeansJobs Centers				
Center Code	OhioMeansJobs Center Name	Address	Counties Served	Hours of Operation
1	OhioMeansJobs Butler County (Comprehensive)	4631 Dixie Highway Fairfield, OH 45014	Butler	8 AM to 4:30 PM (Resource Room closes at 4 PM)
2	OhioMeansJobs Clermont County (Affiliate)	2400 Clermont Center Dr. Batavia, OH 45103	Clermont	8 AM to 4:30 PM
3	OhioMeansJobs Warren County (Affiliate)	300 East Silver Street Lebanon, Ohio 45036	Warren	8 AM to 5 PM Resource Room 8:30 AM to 4:30 PM

B. **Administrative Structure**

1. State Workforce Development Agency: The Ohio Department of Job & Family Services (ODJFS), Office of Workforce Development (OWD), 4020 East 5th Avenue, Columbus, Ohio 43219. OWD Grants Administration, in collaboration with the Ohio Governor’s Office of Workforce Transformation, has responsibility for the administration and oversight of Ohio’s workforce development system at the state and local levels.
2. Chief Elected Officials (CEOs): Donald Dixon, Butler County Commissioner, 315 High St, Hamilton, Ohio 45011; David Painter, Clermont County Commissioner, 101 East Main St, Batavia, Ohio 45103; Shannon Jones, Warren County Commissioner, 406 Justice Dr, Lebanon, Ohio 45036. The CEOs are responsible for the selection of the WIBBCW members, the development of by-laws for WIBBCW structure and are identified as the recipients of WIOA Adult, Dislocated Worker, and Youth funds per WIOA Section 107(d)(12).
3. Local Workforce Development Board: Workforce Investment Board – Butler | Clermont | Warren (WIBBCW): 406 Justice Drive Lebanon, Ohio 45036. The WIBBCW is responsible for oversight and operation of the local workforce development system, which includes (with the agreement of the CEOs), the development of the local plan and the selection of OhioMeansJobs center operators.
4. Fiscal Agent: Warren County Board of Commissioners: 406 Justice Drive, Lebanon, Ohio 45036. The Warren County Board of Commissioners contract the Fiscal Agent responsibilities to Salvatore Consiglio, CPA, Inc.
5. Area 12 OhioMeansJobs Operator: The Warren County Board of County Commissioners on behalf of WIBBCW contracted with the OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW) consortium to manage the comprehensive and two affiliate Area 12 Ohio Means Jobs (OMJ) Centers. The Butler County Department of Job and Family Services serves as the Lead Organization for OhioMeansJobs | Butler•Clermont•Warren (OMJ | BCW). OhioMeansJobs | Butler is the comprehensive center (location code 1). The affiliate centers are OhioMeansJobs

I Clermont (location code 2) and OhioMeansJobs I Warren (location code 3). For purposes of this MOU, the Operator is the party responsible for tracking shared local workforce development system costs, collection of partners' financial data and documentation needed for reconciliation, completion of reconciliations, adjusting budgets to actual costs, invoicing and collecting payments from partners, and distributing adjusted budgets to partners in accordance with this MOU.

Article II: Agreement Period

- A. This MOU will be in effect from July 1, 2019, until June 30, 2021, unless an extension is granted per Section B of this Article.
- B. This MOU will be renewed at the end of the MOU period identified in Section A, above. The parties agree to review the information in this MOU, note any necessary changes, and enter into good faith negotiations for the renewal MOU that will be effective July 1, 2019.

Article III: Partner Responsibilities

- A. WIOA identifies the following minimum responsibilities for required partners in each local area workforce development system. For consistency, each partner, including each additional partner, will assume the responsibilities identified below, unless otherwise specified in this Article.
 - 1. Provide access to partner programs and activities through the local workforce development system.
 - 2. Use a portion of funds made available for partner program and activities to provide career services through the local workforce development system and to maintain the local workforce development system, including costs for infrastructure, in accordance with Article VI of this MOU.
 - 3. Continue as a party to this MOU and enter into renewal MOUs as long as participating as a partner in the local workforce development system.
 - 4. Participate in the operation of the local workforce development system consistent with the terms of this MOU, the federal laws that authorize partners program or activities, and all applicable state and local laws.
 - 5. Collaborate with WIBBCW to establish a local priority of service policy and will ensure priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
 - 6. Ensure the programmatic accessibility of facilities, programs, services, technology, and materials to individuals with disabilities per WIOA Section 188.
 - 7. Follow procedures identified in the State, Local, and Regional Plans for compliance with WIOA Section 188 provisions regarding nondiscrimination.
 - 8. Notify the WIBBCW and OWD of any changes to the rules governing partner's program that impact the partner's performance and/or proportionate share under this MOU. The WIBBCW

will communicate the changes to the CEOs, Fiscal Agent, OMJ | BCW Operator and Managers, and other partners and will initiate the process to amend this MOU if necessary.

9. Ensure staff assigned to the OhioMeansJobs centers comply with WIBBCW policies and procedures at those locations. Should a conflict exist between the OhioMeansJobs personnel policies and a partner's personnel policies; the more restrictive policy will prevail.
10. Cooperate with efforts to implement the use of an integrated, technology-based intake and case management information system as required under WIOA.
11. Ensure that information documenting the performance of a partner program (e.g., participant counts, placement rates, expenditures) intended for public distribution is reviewed and authorized by that partner prior to publication or distribution. This restriction applies to information distributed via communication such as annual reports, press releases, news articles, public web pages, and social media.
12. Participate and cooperate in data collection and reporting and other activities to track and evaluate performance of the local workforce development system using state and local performance accountability measures.
13. Cooperate with regional planning and implementation of regional service delivery strategies.

Article IV: Coordination of Programs, Services, & Activities

All parties agree to work in cooperation to prevent duplication and to streamline and coordinate services delivered through the local workforce development system as described in this Article. The services are defined in the Career Services document, included as **Attachment A** to this MOU. Workflow diagram(s) are included as **Attachment B** to this MOU.

A. Coordination of Services –

1. Discussion of responsibilities and potential program contributions at Partner meetings
2. Cross training to make all partners aware of program options, general guidelines and limitations
3. Information on all partner programs will be kept in desk references that are made available to on-site staff and kept in the resource room
4. Information on partner contact information will be kept in desk references that are made available to on-site staff and kept in the resource room
5. Information on partner programs will be included on new staff training manuals
6. Partners to be made aware of webinars on partner programs
7. Regional partner meetings will be held
8. Web sites will have information on partner services
9. Common forms are used
10. Material is available on all partner programs

See **Attachment A. Career Services– See Attachment B Workflow**

- ##### **B. Shared Service Delivery–**
- The parties agree that services will be shared among the partners as described below. The parties further agree that any staff assigned to provide a service will possess the skills and qualifications needed to sufficiently perform the functions involved in the delivery of the service.

1. Performing workshops, resume writing, interviewing techniques, basic computer skills, Excel Word, and any other basic Microsoft Suite programs
 2. Working the resource room assisting with customer inquiries and basic resource room services.
 3. Leading WIOA orientation presentations and Rapid Response sessions.
- C. **Accessibility** – The partners will implement the strategies described below to ensure that access to services provided through the local workforce development system effectively meets the needs of workers, youth, and individuals with barriers to employment—including individuals with disabilities:
1. Handicapped accessible buildings, as verified through ODJFS Bureau of Civil Rights and local Civil Rights Coordinators
 2. Presence of appropriate signage indicating accessible entrances and customer traffic flow
 3. Presence of handicapped accessible workstations in youth and adult resource areas
 4. Equipment with software allowing use by those with visual or hearing limitations
 5. TTY phone access or other telephone access system for those with hearing impairment and tele-video accessibility through Skype and teleconferencing equipment
 6. Area 12 uses a common registration form to identify barriers or service strategies. If referrals are needed, those can be made at this point. Additional information on services at the centers is provided and can be used as reference for future use.
- D. **Absences** – Each partner will ensure that staff functions are covered in the event of leave by [describe actions/process to cover absences].
1. Partner management staff will agree to notify OMJ Center management of absences.
 2. OMJ Center management will assign other on-site staff to cover any resource room responsibilities.
 3. Partner program management should arrange to cancel any appointments or workshops for which program specific information is shared; sign up lists, along with contact information should be maintained and made available to OMJ Center staff in the event that cancellations cannot be accomplished by partner staff.
 4. Partners will provide a daily schedule to the front desk personnel.

Article V: Methods of Referral

The parties agree that referral of individuals between the OhioMeansJobs center operator(s) and the partners for the services and activities described in Article IV will be made as follows:

1. Electronic referral
2. Sharing of needs assessment and basic registration information, provided customer has signed a release of information statement
3. Direct referral to on-site partner (phone or in person)
4. Written documentation (referral form)

Article VI: Cost Sharing

Each partner agrees to pay its allocable share of infrastructure and other shared costs in proportion to use and the benefit received as negotiated and described herein. Detailed information on total costs are found within the budget worksheets in **Attachment C**. All parties agree to the allocation methods that will be used to determine each partner's proportionate share of costs. Partner costs from the worksheets are detailed and

calculated in the County Finance Information System (CFIS). A copy of the official Budget, (CFIS Report CT-611), is included as Attachment D

A. **Identification of Shared Costs** – The parties agree that the costs listed below are beneficial to more than one partner program and therefore must be shared by the partners in proportion to the benefit received or use by each partner program.

1. **Infrastructure** – Shared non-personnel costs necessary for the general operation of the OhioMeansJobs Centers.

Shared Cost Items - Infrastructure		
Cost	Description/Function	Benefit to Partners
Rent/Building Use Fee	#1 – 19708 sq. ft. of office space, conference rooms, youth and adult resource rooms, computer lab, storage rooms, restrooms, employer services #2- includes 6000 square feet @ \$8.34 per sq. ft. #3- 1589 sq. ft. of Resource Room, lab and office space @ \$10 sq. ft.	Accessible and usable space to meet participants and refer to services; partner usage for daily duties, functions and services to customers; free parking in lighted lot with snow and ice removal
Utilities	#1-Gas, electric, trash removal, etc. #2#2 Additional cost added under cost sharing agreement #3-Gas, electric (covered under Building Use Fee)	Ability for have functional office space and have facilities able to have public access
Maintenance	#1Janitorial services, accessibility to county maintenance staff. #2- Included in cost of lease/rent #3-Janitorial service, basic upkeep and facility repair (covered under Building Use Fee)	Ability for have functional office space and have facilities able to have public access; daily cleaning service for work space as well as common space
Equipment	#1 (2)Copiers, (2)Fax Machines, (2)ADA and (18)Public Access PC Workstations,(2) Scan Stations,(12) Training P.C's,(4) Check in Kiosk's,(3) Public Printers #2- Copier, fax machine, - public access PC's, 3 printers #3-Copier, fax machine, 20- public access PC's, 3 printers	Give partners and customers ability to have reasonable functionality on job search and information access.
Supplies	#1, #2, #3- Resume and copy paper, toner, pens, pencils memo pads, paper clips, flash drives, and other assorted office supplies.	The ability to have participants fax, print, develop professional resumes, and for staff to maintain day to day operations

Communication	#1 Service contracts to assure dependable office equipment operations such as phone services, internet provider, email accessibility, (3) public phone banks, (1) lobby guest phone,(6) conference room phones,(24) partner phones at office or cube work area. Also the daily use of social media such as Facebook and Twitter #2- 1 phone line in resource room, 1 TAA 2 lines at front to receive partner calls –and 1 fax line; postage meter for mail communication #3- 4 phone lines (1 resource room, main phone line, 2 office space phones for partner –one regular and one TAA- or employer use) and 1 fax line; postage for mail communication	The ability to maintain open communications; for employers to use the space for interviewing and for participants to have the ability to contact employers, set up interviews or to contact ODJFS Unemployment
Assessment Software/System	#1, #2,#3 -Access to TABE testing and to multiple practice tests through connectivity to partner services and OhioMeansJobs.com	Ability to assist customers in determining appropriate career paths
Website Maintenance	#1 Butler County OMJ Website is supported and maintained by Butler County IT staff. Web content is maintained through a software program called SiteManager updated daily by OMJ Business Services staff #2- OMJCC website is updated and maintained by county staff at no cost to partners. #3- OMJWC website is updated and maintained by county staff at no cost to partners; however virus protection and internet protection software is paid by partners	Partners can remain in touch with public and disseminate information on programs or job openings
Tools/Software to support accessibility	#1, #2, #3 - PC's equipped with JAWS and Zoom Text and one handicapped accessible workstation	Ability to serve individuals with limited access to other resources
Assistive Technology for individuals with disabilities	#1- Public access to (2) ADA Software equipped workstations in resource rooms for adults and youth,(1) with adjustable height workstation desk and (2) ergonomic adjustable secretary chairs #2, #3 - 1 ADA accessible workstation	Ability to serve individuals with limited access to other resources

2. **Additional Costs** – Shared costs beneficial to more than one partner program that relate to the operation of the local workforce development system, including costs for the provision of career services that are not funded with staffing resources per Article IV, and other common costs that are not considered “infrastructure” costs as defined in WIOA Section 121(h).

Shared Cost Items - Additional		
	Description/Function	Benefit to Partners
	Cost	
Workshops	#1, #2, #3 Job search and employment retention with training given in a workshop format	Access to free job search and employment retention workshops; computer basics, all accessible to partner

	Additional job-search classes for those with legal challenges are also provided by on-site partners.	clients at no cost.
Media/Outreach and Advertising	#1,#3 - Payment for news ads, social media ads, participation in community business expos, job fairs, hiring events, subscriptions, etc. #2 – Use of Clermont’s media consultant at no extra fee. Consultant assists in outreach to the press and OMJ social media platform.	To perform effective outreach about OMJ Center services and partners to increase outcome of participation for events and services offered by the OMJ Centers
#3 - Manager (.25 FTE)	#1,#2, #3-Manage and schedule staffing needs and center operations, negotiate with partners ; proper opening/closing and daily operations of facility.	To assure smooth operations and services to customers and partners
#3 - Fiscal staff (.125 FTE)	#1, #2, #3-Track expenses, accounts/receivable/payable, and reconcile partner share	Assure fair and equitable billings within WIOA regulations; assure that services necessary to operate are being paid.
#3 - Receptionist/Data entry (.25 FTE)	#1, #3-Greet guests coming into center, direct to appropriate partner, take phone calls, perform data entry; perform data entry for mandatory WIOA reporting databases. 2- WIOA funded staff greet and direct all public to kiosk for registration and arranges for an OMJ introduction and tour.	Assure that participants are properly being directed and screened and phone calls appropriately directed; data tracking; assure proper and professional treatment
#3 - Greeter (.5 FTE)	#1-OMJ customers will be greeted, directed to the check-in kiosk, assisted them with registration in CFIS and OMJ.COM #2- WIOA funded staff greet and direct all public to kiosk for registration and arrange for an OMJ introduction tour. #3-Title V - SCSEP participant will greet individuals in resource room, direct to kiosk and assist with registration	Assuring the partner customers the resource room are being assisted in a timely manner.

B. **Cost Allocation** –The parties agree that Cost Allocation Summary table below accurately identifies the cost allocation bases and methods to calculate partners’ proportionate shares of costs determined through negotiations.

Cost Allocation Summary			
Cost Pool	Cost Items	Allocation Base/Method	Partner Funding Resource
Facilities	Rent, utilities, maintenance, accessibility	#1, #2 - FTE's #3 - Square footage	Cash
Equipment/Supplies	Printer/copier maintenance, paper, toner, office supplies	#1,#2,#3- Full Time Equivalents	Cash
Communication/Technology	Telephone lines, internet access, website maintenance, online tools, OhioMeansJobs, reporting tools, accessibility software/tools.	#1,#2,#3 - Full Time Equivalents	Cash
Resource Room	Shared equipment, displays, computers, etc.	#1,#2,#3 - Full Time Equivalents	Cash

OhioMeansJobs Center Management/Personnel			
	Salary and benefit costs for OhioMeansJobs center director, receptionist, and other staff that serve all partner programs.	#1,#2,#3 - Full Time Equivalents	Cash, Partner staff time contribution
Service Delivery			
	Tools or software used by universal and/or participants of multiple partner programs, salary and benefits for non-partner/non-center staff (contractors) providing career services for multiple partners, training/cross-training for program staff, customized employment specialists, etc.	#1-In-Kind contributions #2, #3-Full Time Equivalents & In-Kind contributions	#1-Non Cash, contributions Cash, Partner staff time contribution,
Additional/Miscellaneous			
	Workshops	#2,#3 - Full Time Equivalents	In-Kind paid to third party by partner
	Partner dedicated office space	#2 Full Time Equivalent #3 - Direct Charge	Cash
	Partner direct cost services(postage)	#2-Full Time Equivalent #3 - Direct Charge	Cash
	Partner dedicated phone service	#2-Full Time Equivalent #3 - Direct Charge	Cash

C. Reconciliation

All parties agree that a quarterly reconciliation of budgeted to actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles.

1. Upon receipt of cost information and documentation of the actual costs for the quarter, the OMJ | BCW will compare budgeted costs to actuals and will apply the allocation methods described in Section B, above, to determine the actual costs allocable to each partner.
2. The OMJ | BCW will prepare an updated budget document showing cost adjustments and will prepare an invoice for each partner with the actual costs allocable to each partner for the quarter.
3. OMJ | BCW will submit the invoices to the partners and send a copy of the updated budget to all parties no later than 30 days after the end of each quarter. The partners understand that the timeliness of the OMJ | BCW preparation and submission of invoices and adjusted budgets is contingent upon the timeliness of each partner in providing OMJ | BCW the necessary cost information. For partners that advance funds to the local area, OMJ | BCW need only send a copy of the updated budget.
4. Upon receipt of the invoice and adjusted budget, each partner will review both documents and will submit payment to the OMJ | BCW no later than 30 days following receipt. Payment of the invoice signifies agreement with the costs in the adjusted budget. For partners that advance funds to the local area, funds for quarterly payments may be drawn down upon approval via email of the reconciled budget.
5. Partners will communicate any disputes with costs in the invoice or the adjusted budget to the OMJ | BCW WIBBCW in writing. The OMJ | BCW will review the disputed cost items and

respond accordingly to the partner and WIBBCW within 15 days of receipt of notice of the disputed costs. When necessary, the OMJ | BCW will revise the invoice and the adjusted budget upon resolution of the dispute.

6. In the event of a situation where construction, emergency repairs, outages (water, power, telephone, internet), or other unexpected situation requires the relocation of partner staff for more than 10 working days from an OhioMeansJobs Center to another site, reconciliation will include calculations of any additional costs incurred and/or reduced costs as appropriate for the circumstances (e.g., increases due to leasing alternative space or increased insurance; reduced costs due to reduction in utilities or reduced income). Costs to partners will be adjusted in accordance with the allocation base negotiated in this MOU. Such calculations will be documented in a spreadsheet and shared with all of the partners.

D. **State Infrastructure Funding Mechanism** – All parties acknowledge that if consensus agreement on shared infrastructure costs cannot be reached by May 31 of the current MOU period listed in Article II, the State is required under WIOA Section 121(h)(2) to implement a funding mechanism to calculate and collect each required partner’s proportionate share of infrastructure costs payable to the local area. When necessary, ODJFS, on behalf of the Ohio Governor, will implement the state infrastructure funding mechanism, incorporated here by reference as WIOAPL 16-06. If implemented, the state-calculated infrastructure budget with the partners’ proportionate share of costs will be included in this MOU as Attachment E. The State infrastructure funding mechanism will be implemented for a period consistent with the MOU period in Article II, unless the parties reach a consensus agreement on infrastructure funding prior to the end of the MOU period.

E. **Budget** – As stated, CFIS Report CT-611, included as Attachment D captures the costs negotiated for this MOU and includes the cost pools, expense types and allocated costs for each partner. Quarterly adjustments to the Budget as a result of reconciliation will not require an amendment to this MOU.

Article VII: Termination/Separation

A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. WIOA and the corresponding regulations are repealed.
3. Local area designations are changed.

B. **Partner Separation** – Any non-required partner may terminate its participation as a party to this MOU upon 60 days written notice to the WIBBCW. In such an event:

1. WIBBCW will provide written notice to all remaining partners and to OWD Grants Administration.
2. WIBBCW and Fiscal Agent with consultation from OMJ | BCW will review the budget to determine where adjustments can be made that will prevent an increase in the remaining partners’ shared cost amounts.
3. The WIBBCW will amend this MOU per Article VIII and OMJ | BCW will prepare a revised budget document.

C. **Effect of Termination**

1. Required Partners – Each required partner understands that participation as a party to this MOU is required under WIOA Section 121(b)(1)(A)(III) and any required partner that opts to terminate its participation as a party to this MOU:
 - a. Is still obligated as a required partner to provide access to program activities and services through a direct linkage with a comprehensive OhioMeansJobs Center.
 - b. Will be subject to, and will cause all other required local partners to be subject to, the state infrastructure funding mechanism.
 - c. Will be required to pay its proportionate share of infrastructure costs as determined under the state infrastructure funding mechanism.
 - d. Must be reported to OWD Grants Administration and to the state agency that administers the partner program, as applicable. For required partners that get program funds directly from the DOL, the DOL will be notified.
 - e. May be subject to sanctions by the state and/or federal agency that administers the partner program.
 - f. Must make best efforts to find another entity that will fulfill the required partner role and/or will make recommendations to the WIBBCW, OMJ | BCW on budget adjustments or other means to defray a cost increase to the remaining partners.
 - g. Will send written notice to OWD Grants Administration and to the state agency that administers the partner program, as applicable, prior to submitting written notice of the separation to the WIBBCW. Required partners that receive funds directly from the DOL must send written notice to the DOL Grant Officer assigned to the partner in addition to OWD Grants Administration.
2. Any non-required partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the local workforce development system.

Article VIII: Amendment

- A. This MOU and Budget may be amended upon mutual agreement of the parties as allowable under applicable federal, state and local laws. This MOU must be amended when one or more of the following occurs:
 1. The addition or removal of a partner from this MOU.
 2. A change of OhioMeansJobs center operator, the administrative structure, or the physical location of an OhioMeansJobs center.
 3. A change that significantly alters negotiated terms to this MOU—including, but not limited to—changes in shared services, service delivery, referral methods, costs or cost sharing.
 4. Any other change that will impact shared costs, which does not include updates to the budget as a result of quarterly reconciliation.

- B. All parties agree that amendments involving changes with no impact on shared services, cost-sharing, or other negotiated terms need only be signed by authorized representatives of the WIBBCW, the CEOs, and the affected partner(s). However, in a multi-jurisdictional area where amendments do not impact all OMJ Centers in the area, signatures will only be required of all parties in the affected OMJ Centers(s). All other amendments will require the signatures of all parties. All amendments will involve the following process:
1. The party seeking an amendment will submit a written request to the WIBBCW that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
 2. If the request is approved, the WIBBCW will notify the remaining partners of the intent to amend and will allow 30 days from the date of the notice (unless another timeframe is specified in the notice) for the remaining partners to review the requested changes and to submit a response to the WIBBCW. No response by a partner will be considered approval of the requested changes.
 3. Any partner with questions and/or concerns regarding the requested changes must be submitted to the WIBBCW in writing within the specified timeframe.
 4. The WIBBCW will provide a written response to the partner within 15 days of receipt of the partner's questions. The WIBBCW will have the discretion to share questions/concerns with other partners and/or to schedule a meeting to achieve consensus on a final amendment draft.
 5. The final, approved amendment draft will be signed by authorized representatives of the affected partners then submitted to the WIBBCW for the final signature unless it is an amendment that requires the signatures of all parties, in which case, WIBBCW must secure all local signatures and submit to ODJFS for final signature.
 6. The WIBBCW will distribute copies of the fully executed amendment to all parties and to OWD.
- C. This writing is the entire agreement among the parties with respect to each party's role and responsibilities in the local workforce development system. All parties agree that any amendments to applicable laws or regulations cited herein will result in the correlative modification of this MOU without a formal, written amendment.
- D. All parties agree to communicate details of any amendments to their respective staff members whose responsibilities may be impacted by the changes and further agree to ensure that their staff members are referencing or utilizing the most current version of the MOU in the performance of their responsibilities.
- E. Amendments that will require the signatures of all parties must be executed no later than 90 days prior to the end of the MOU period. Amendments that require only the signatures of the WIBBCW, the

chief elected officials, and the affected partner(s) must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

Article IX: Confidentiality

All parties acknowledge that program participant information and certain other types of information are considered confidential under federal and state law. All parties further acknowledge that service delivery and other activities conducted by the parties' staff members under this MOU will generate and involve the use of confidential information for more than one partner program. Therefore, all parties agree to implement the strategies described below to minimize the risks of unauthorized disclosure:

- A. All parties will ensure that their respective staff members who will deliver services and carry out activities through the local workforce development system and in the OhioMeansJobs Centers are properly informed and have completed training on the use, protection, disclosure, and disposal of confidential data as well as the criminal penalties for unauthorized use or disclosure under federal and state confidentiality laws.
- B. Further, all parties will develop procedures to implement the following safeguards, which are common requirements across federal and state confidentiality laws, and will ensure that their respective staff members are effectively trained on such procedures and follow them.
 - 1. Identifying the staff members who will be authorized to access confidential data in the performance of their work under this MOU.
 - 2. Authorizing access to such staff members in a written statement to be signed by the staff member that identifies and describes the confidential data, the authorized representative of the partner program that owns the data, the system that contains the data, the allowable uses of the data, the procedures for safeguarding the data, and the requirements, restrictions, and penalties under the applicable federal and state confidentiality laws.
 - 3. Storing confidential data in an area that is physically safe from access via computer, remote terminal or any other means during duty hours, non-duty hours, or when not in use.
 - 4. Segregating each partner program's confidential data from other data.
 - 5. Applying federal encryption standards to any data that is kept in a portable format or emailed.
 - 6. Restricting access of confidential data to only authorized employees and officials of the parties to this MOU who must access the data in the performance activities under this MOU.
 - 7. Processing confidential data and records created from the information under the immediate supervision and control of authorized personnel to ensure that the data will be processed and utilized in a manner that will protect the confidentiality of the information.
 - 8. Prohibiting disclosure of any confidential data to a third party without prior written permission from the authorized representative of the partner program responsible for the data.
 - 9. Limiting collection and use of any information, systems, or records that contain personal identifying data to purposes that support programs and activities under this MOU, and, when possible, de-identifying data and presenting it in aggregate form for purposes such as evaluation or reconciliation.

- C. The WIBBCW will allow partner representatives to make onsite inspections to ensure compliance with federal and state data-protection laws, regulations, and standards.
- D. In the event of any suspected or actual breach or violation of confidentiality laws or regulations for a particular program, the staff member who first discovers the suspected/actual breach or violation must immediately notify the Board, which will ensure that the authorized representatives of the partners responsible for the data involved are immediately notified of the incident. The authorized representatives will provide instruction on the actions to take under the federal and/or state laws applicable to their data.
- E. Federal and State laws and regulations regarding the use and disclosure of confidential information under WIOA and the partner programs include:
 1. 29 USC 2935(a)(4) WIOA Reports, Recordkeeping, Investigation.
 2. The Privacy Act (5 USC 552a).
 3. The Family Educational and Privacy Rights Act (20 USC 1232g), also referenced in WIOA Section 136(f)(3).
 4. 42 USC 602(a)(1)(A)(iv) and 42 USC 608(a)(9)(B) regarding information on TANF recipients.
 5. 7 USC 2020(e)(8) and 7 CFR 272.1(c) regarding information on recipients of Supplemental Nutrition Assistance Program (SNAP) benefits.
 6. 34 CFR 361.38 Protection, use and release of personal information of Vocational Rehabilitation Services participants.
 7. ORC 149.431 Records of governmental or nonprofit organizations receiving governmental funds.
 8. ORC 5101.27 Restricting Disclosure of Information Regarding Public Assistance Recipients.
 9. ORC 4141.21 and 4141.22 regarding use and disclosure of Unemployment Compensation records.
 10. ORC 3304.21 regarding use of information relative to participants of programs administered by Opportunities for Ohioans with Disabilities.
 11. ORC 1347.12 regarding disclosure of security breach of computerized personal information data.
 12. Sections 5101: 9-22-15 and 5101: 9-22-16 of the Ohio Administrative Code (OAC) regarding release of and access to confidential personal information.
 13. OAC 5101:1-1-03 regarding disclosure of information on recipients of: disability financial assistance; Ohio Works First; or Prevention, Retention, and Contingency programs under ORC Chapters 5115, 5107 and 5108, respectively.
 14. OAC 4141-43-01 and 4141-43-02 regarding disclosure of Unemployment Compensation information.
 15. OAC 3304-2-63 regarding use of information relative to applicants or participants of programs administered by Opportunities for Ohioans with Disabilities.

16. Department of Labor, Training and Employment Guidance Letter (TEGL) 39-11 regarding handling and protection of personally identifiable information.

F. The WIBBCW or its designee will maintain a current list of staff members who are authorized to access personal confidential information for each partner program under this MOU and will identify the types of data and data systems that the authorized staff members are permitted to access.

Article X: Dispute Resolution

A. For purposes of this MOU and for other issues relevant to participation in the local workforce development system, each party expressly agrees to participate in good faith negotiations to reach a consensus on the terms and conditions in this MOU. However, should a dispute arise among any or all of the parties, all parties agree to take the steps listed below and make a good-faith effort to resolve the dispute.

1. A written document detailing the impasse will be submitted to WIBBCW.

2. WIBBCW staff and/or Fiscal Agent will convene a meeting with OMJ I BCW and the affected partner (s) to to then attempt to resolve the issue. The partner(s) should document the negotiations and efforts that have taken place to resolve the issue.

3. Impasses involving state level partners will have the participation of the respective Executive Director/Administrator, or their designees, in all resolution activities.

4. If the impasse is not resolved, WIBBCW will appoint a special committee to review and attempt resolution of the impasse.

5. In the event an agreement cannot be reached, the WIBBCW Chair or designee will meet with the local elected official(s) and/or the partner(s) and/or the OMJ I BCW and /or other site managers in the county in which the impasse occurred and, based on the nature of the impasse, try to resolve the issue and make a recommendation within thirty (30) working days of receiving the dispute. The entire process should be completed within ninety (90) days.

6. This procedure does not apply to performance standards governed by contractual agreements or program requirements that are separate and apart from this MOU.

7. In the event that all reasonable attempts to resolve the impasse at the local level are unsuccessful, the WIBBCW will report the impasse to OWD, which will intervene with the parties to resolve the disputed issue(s).

B. The WIBBCW and/or partners may ask ODJFS and the other state agencies responsible for oversight of partner programs to participate in the dispute resolution process.

C. Should all reasonable attempts to resolve the dispute at the local level be unsuccessful, the WIBBCW will report the dispute to OWD, which will intervene with the parties to resolve the disputes.

D. If the parties cannot reach a consensus agreement on infrastructure costs by May 31 of the current state fiscal year, OWD is required to initiate the state infrastructure funding mechanism detailed in Attachment D to this MOU to ensure that infrastructure costs are paid.

E. For all other disputed terms and costs, if OWD intervention does not help resolve the dispute, OWD is required to notify the DOL and the federal agencies responsible for oversight of the partner programs that WIBBCW and partners have failed to execute an MOU.

Article XI: Safety and Security

- A. All parties acknowledge that the staff members who will deliver services or conduct activities in OhioMeansJobs Centers must be provided with a safe and healthy working environment that is compliant with the Occupational Safety and Health Administration (OSHA) standards and the Ohio Public Employment Risk Reduction Program (PERRP), as applicable.
- B. All parties will ensure that the staff members are effectively trained on policies and procedures relevant to workplace safety and workplace conduct.
- C. Each party with staff assigned to work in the local OhioMeansJobs Centers will identify a contact person at each party's administrative office who will be notified of any safety concerns or personnel issues.

Article XII: Limitation of Liability

To the extent permitted by law, each party agrees to be responsible for any liability that directly relates to any and all of its own acts or omissions or the acts or omissions of its employees. In no event will any party be liable for any indirect or consequential damages caused by actions or omissions of another party or by the employees of another party.

Article XIII: General Provisions

All parties agree to follow all federal, state and local laws and regulations as applicable under this MOU, including those listed below, which are generally applicable to WIOA, most federally-funded partner programs, and to parties that provide programs and services on behalf of the State of Ohio.

- A. **Jobs for Veterans Act** – As stated in Article III B 1, each party agrees to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.
- B. **Americans with Disabilities** – Each party, its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
- C. **Pro-Children Act** – If any activities under this MOU call for services to minors, each party agrees to comply with the Pro-Children Act of 1994 (45 CFR 98.13) that requires smoking to be banned in any portion of any indoor facility owned, leased, or contracted by an entity that will routinely or regularly use the facility for the provision of health care services, day care, library services, or education to children under the age of 18.
- D. **Drug-Free Workplace.** Each party, its officers, employees, members, sub recipient(s) and/or any independent contractors (including all field staff) associated with this MOU agree to comply with 29 CFR 94 and all other applicable state and federal laws regarding a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each party will make a good faith effort to ensure that none of each party's officers, employees, members, and sub recipient(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
- E. **Fair Labor Standards and Employment Practices**

1. Each party hereby affirms compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 2. Pursuant to WIOA Section 188, in carrying out this MOU, each party affirms that it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of pay, or eligibility for in-service training programs.
 3. Each party agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 4. Each party agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188.
- F. **Civil Rights Assurance.** All parties hereby agree that they will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- G. **Work Programs.** Each party agrees not to discriminate against individuals who have or are participating in any work program administered by any County Department of Job and Family Services under ORC Chapters 5101 or 5107.
- H. **Ethics Laws.** Each party certifies that by executing this MOU, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws, which includes the Governor's Executive Order 2011-03K pertaining to ethics. Each party further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
- I. **Conflict of Interest** – All parties agree to comply with the following, as applicable:
- a. All parties agree that they, their officers, employees, and members have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of functions and responsibilities under this MOU. If any party, its officers, employees, or members acquire any incompatible, conflicting, or compromising interest, the party will immediately disclose the interest in writing to the ODJFS Chief Legal Counsel at 30 East Broad Street, 31st Floor, Columbus, Ohio 43215. The parties further agree that the person with the conflicting interest will not participate in any activities hereunder until ODJFS, in collaboration with other state partners and, if necessary, the Ohio Attorney General's office, determines that participation would not be contrary to public interest.
 - b. Each party will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- J. **Qualifications to Conduct Business** – Each party affirms that it and any and all sub recipients and subcontractors that will perform under this MOU have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the MOU period any party or its sub recipients or subcontractors for any reason, become disqualified from conducting business in the Ohio, the affected party will notify W in writing and will take measures to ensure that the disqualified party immediately ceases performance of activities hereunder.

Article XIIV: Partial Invalidity

This MOU will be governed, construed, and enforced in accordance with all applicable federal, state, and local laws. Should any portion of this MOU be found unallowable by operation of statute or by administrative or judicial decision, it is the intention of the parties that the remaining portions of this MOU will not be affected as long as performance remains feasible with the absence of the unallowable provision(s).

Article XV: Counterpart

This agreement may be executed in one, or more than one counterpart and each executed counterpart will be considered an original, provided that the counterpart is delivered by facsimile, mail courier or electronic mail, all of which together will constitute one and the same agreement.

**Memorandum of Understanding
for
Local Area 12
Workforce Development System**

Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Local Area 12 Workforce Development Board
Chairperson

Justin Conger
President

Printed Name & Title

Signature Date

Local Area 12 Workforce Development Board

Stacy Sheffield, Director

Printed Name & Title

Signature Date

Ohio Department of Job and Family Services
State Workforce Agency and Required Partner for
Wagner-Peyser, Trade Act, Disabled Veterans' Outreach
Program, Local Veterans' Employment Representative,
and Unemployment Insurance

Ryan Thompson, Workforce Administrator
Office of Workforce Development

Signature Date

Local Area 12 MOU Signature

President, Warren County Board of Commissioners

Shannon Jones, President

Printed Name & Title

Shannon Jones 10/1/19

Signature

Date

Approved as to form only:

Karl Anderson

Assistant Prosecuting Attorney

**Memorandum of Understanding
for
Local Area 12
Workforce Development System**

Signature Page

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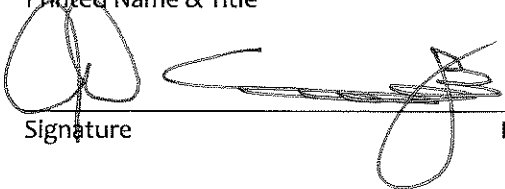
Local Area 12 Workforce Development Board

Chairperson

Justin Conger

President

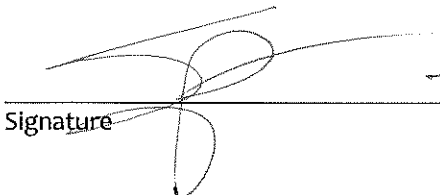
Printed Name & Title

 7/1/19
Signature Date

Local Area 12 Workforce Development Board

Stacy Sheffield, Director

Printed Name & Title

 7/15/19
Signature Date

Ohio Department of Job and Family Services

State Workforce Agency and Required Partner for Wagner-Peyser, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, and Unemployment Insurance

Ryan Thompson, Workforce Administrator

Office of Workforce Development

Signature

Date

**Memorandum of Understanding
for
Local Area 12
Workforce Development System**

Signature Page

By signing, each party affirms that this MOU accurately describes the negotiated roles, responsibilities, and costs.

Local Area 12 Workforce Development Board
Chairperson

Justin Conger
President

Printed Name & Title

Signature Date

Local Area 12 Workforce Development Board

Stacy Sheffield, Director

Printed Name & Title

Signature Date

Ohio Department of Job and Family Services
State Workforce Agency and Required Partner for Wagner-Peyser, Trade Act, Disabled Veterans' Outreach Program, Local Veterans' Employment Representative, and Unemployment Insurance

John McClure, Bureau Chief
Office of Workforce Development

 06/26/19
Signature Date

Local Area 12 MOU Signature

President, Butler County Board of Commissioners

T.C. Rogers, President

Printed Name & Title

Signature Date

Approved as to form only:

Assistant Prosecuting Attorney

Local Area 12 MOU Signature

Hamilton City Schools
ABLE

Michael Holbrook, Superintendent

Printed Name & Title

Michael Holbrook

Signature

6/28/19

Date

Robert A Hancock, Treasurer

Printed Name & Title

Robert A Hancock

Signature

7-11-19

Date

Local Area 12 MOU Signature

Butler-Warren Reentry Coordinator

Katrina Wilson, Reentry Coordinator

Printed Name & Title

Katrina Wilson *4/28/19*

Signature

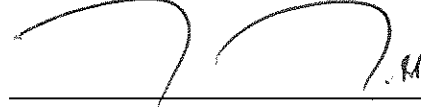

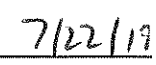
Date

Director, Clermont County Department of Job and Family Services

TANF, WIOA Title I Adult and Dislocated Worker

Timothy Dick, Interim Director

Printed Name & Title

Signature Date

**Director, Warren County Department of Job and
Family Services/Human Services Division**
TANF

Lauren Cavanaugh, Director

Printed Name & Title

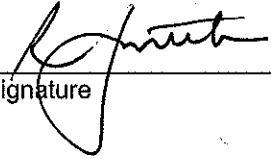
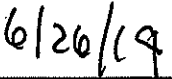
Lauren Cavanaugh
Signature Date 6/26/19

Local Area 12 MOU Signature

Warren County Career Center
Vocational Education

Rick Smith, Superintendent

Printed Name & Title

 
Signature Date

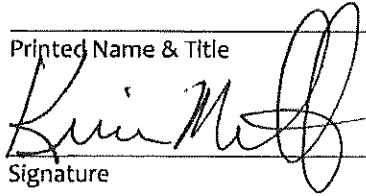

Local Area 12 MOU Signature

Opportunities for Ohioans with Disabilities
Vocational Rehabilitation



Kevin Miller, Executive Director

Printed Name & Title

Signature

Date

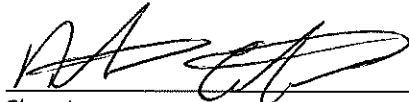
Local Area 12 MOU Signature

AARP Foundation

Senior Community Service Employment Program

Demetrios Antzoulatos, VP-Finance, Operations & Grants

Printed Name & Title

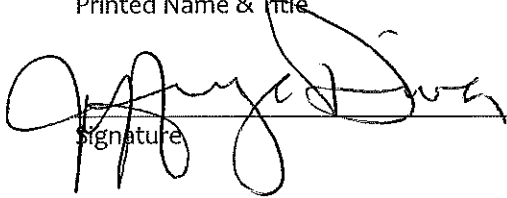
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Signature Date

Local Area 12 MOU Signature

SELF

Jeffrey Diver, Executive Director

Printed Name & Title

 7/1/19

Signature

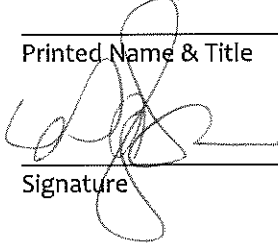
Date

Local Area 12 MOU Signature

Easter Seals TriState, LLC
WIOA Title I Youth

Pamela Green, President and CEO

Printed Name & Title



07/10/19

Signature

Date

Local Area 12 MOU Signature

Community Development Professionals

Mindy Muller, President/CEO

Printed Name & Title

Mindy Muller *6/25/19*

Signature

Date

**Local Area __ MOU
Signature Page
ODJFS Administration**

The signature below affirms that the content of this MOU and attachments is compliant with the requirements set forth in WIOA Section 121(c) and the corresponding regulations in 20 CFR 678.

Bruce Madson, ODJFS Assistant Director

Date

Attachment A

**Attachment A Local Area 12 Career Services
July 01, 2019 through June 30, 2021
Affiliate: Butler**

Partnering Name	Program	Services	Populations Served	Check If Your Agency Can Provide Services to Universal Customers	Number of FTE(s)
WIOA	Adult/Dislocated	Basic 1-11, Individual 1-11	Low income and dislocated adults	Yes	3
CDJFS	TANF	Basic 2-6, 9 Individual 1-11	TANF and Snap eligible families	Yes	14
Easterseals	WIOA Youth	Basic 1,2,3,4,5,6,7,8,9,11 Individual 1,2,5,6,7,8,9 Follow-up Business Services 5,9,11,12,14,15,16,17,18,19,20,21,28	WIOA In School youth 14-21, WIOA Out of School youth 16-24	For Basic services 4, 5, 6, 11	5
Aspire - Hamilton City School District	Title II Adult Education & Literacy Entity	Basic - 2,3,4,5,6,8,11 Individual Services - 1,5,6,8,9,11 Business Services 7,12,22,28,30	Unemployed, Underemployed, low income, immigrants, ELL Learners, Basic Academic Skill Deficient, High School Equivalency Candidates	Yes	2
Greater Cincinnati Behavioral Health Services	Opioid Emergency Transition Grant- Dislocated Worker Grant	Basic Career- 1, 2,3,4, 5,6,8,9,11 Individualized Services 1,2,4,5, 6,8,9 Follow Up Services Business Services 2,5,6,7,9,10,22,27,	Workforce Employment Liaison- will find and assist with serving the eligible grantee enrollees for the Opioid Emergency Transition Grant- Dislocated Worker population	No	1
Community Development Professionals	HUD	Workshops	Homeless	Yes	0.2
ODJFS	Wagner Peyser	All Basic, Individual and Business Services	All-directly or through referrals	Yes	7
ODJFS	Disabled Veterans (JVSG)	Basic and Individual services for Vets	veterans with SBEs	No	1
Butler Tech	Perkins Act Voc. Ed.	Workshops and Education	Universal and Post Secondary Education students	Yes	0.2
OOD	WIOA Title IV	Basic Career Services (1-11); Individualized Services (1-11); Follow Up Services; Business Services 1, 2, 3, 4, 7, 10, 11, 12, 15, 17, 18, 19, 22, 26	Individuals with Disabilities	No	1
SELF	CSBG E&T Entity	Basic Career Services, Individualized Services, Follow Up Services	Low Income	No	3
VANTAGE Aging	Older America Title V	IS:2,5,6,7,8,10,11	Low-Income individuals 55 and over	No	1.5
Butler-Warren Reentry Coalition	Reentry Program	Basic Career, Individualized, Follow Up	Justice Involved Individuals	Yes	0.3
Job Corps					0

Attachment B

Area 12 OMJ Center System

Customer Flow

Customers (job seekers) enter the OMJ Center locations in Butler, Clermont or Warren Counties either on-site or through phone contact. Those making phone contact will be given requested information but be encouraged to come into the OMJ Center

The customer is greeted as he/she enters the OMJ Center and asked to check in on the CFIS kiosk or by paper:

- If the customer came into the OMJ Center to see a specific partner staff person, then the customer is referred to that person.
- If the customer came into the OMJ Center for information and/or a job, the front desk staff refers the customer to the Resource Room staff who will refer the customer to basic information and possibly complete a needs assessment.
- Staff on duty in the Resource Room will engage the customer to determine his/her needs and make appropriate referrals or direct them to the appropriate resources.
- Depending on what the universal customer needs, the Customer Advocate will give him/her information about each item checked. General topics of interest include: *Job Search, Education/Training, Support Services, Veterans Services, Rehabilitation Services and Business Services.*
- Customers may choose to use self-service options or may choose to receive assistance from Resource Room staff.
- If the universal customer is seeking employment, then he/she is encouraged to register on OhioMeansJobs.com. He/She will be given information on additional job openings as well any on-site recruitments that are taking place or will take place in the near future
- If the universal customer indicates interest in or needs services from another OMJ Center partner or agency, then a referral is made to that partner or agency. In many cases, they may be taken directly to that partner by on-duty staff.

- If the universal customer needs additional help, the Career Services Consultant will provide it.
- The universal customer will be encouraged to complete a Customer Satisfaction Survey. The OMJ Centers will take any customer comments and/or suggestions into consideration when addressing continuous improvement.
- The goal for all job seeking customers is employment. The OMJ Center system will make every effort to help the customer attain that goal. Some customers will only need access to the Resource Room while others will need many services from several of the partners. Services will be customized depending on the customer's wants and needs.

Business Customer Flow

Business customers may enter through a number of different ways. Members of the business team may meet businesses at Chamber events, community expos, through referral from economic development entities, WDB member referral or similar means, or a business may see one of the websites that channel customers to OMJ Centers.

When a business customer contacts the OMJ Center, they will be surveyed about their most immediate needs. If they have a hiring need, they will be assisted with entering a job order into OhioMeansJobs.com. They may also be given instruction on how to enter future job orders into the system. They will also be given options on recruitment tools such as on-site recruitment, job fairs and similar methods of recruitment. They may also be asked for additional information so that the job order can be referred to a staff member for resume mining. This has proven to be very effective. It goes much deeper into the OhioMeansJobs.com database and performs individual resume review.

When the most immediate need is met, a member of the business team will follow up for additional offers of service. If a visit has not already taken place, the business will be asked if they would like a visit from a member of the Business Team. This can take place onsite at the OMJ Center, at the company site or at another location. At that time the business will be given a packet of information on OMJ Center services and their needs workforce will be assessed. That may mean the need to provide labor market information, connect the business with other entities such as

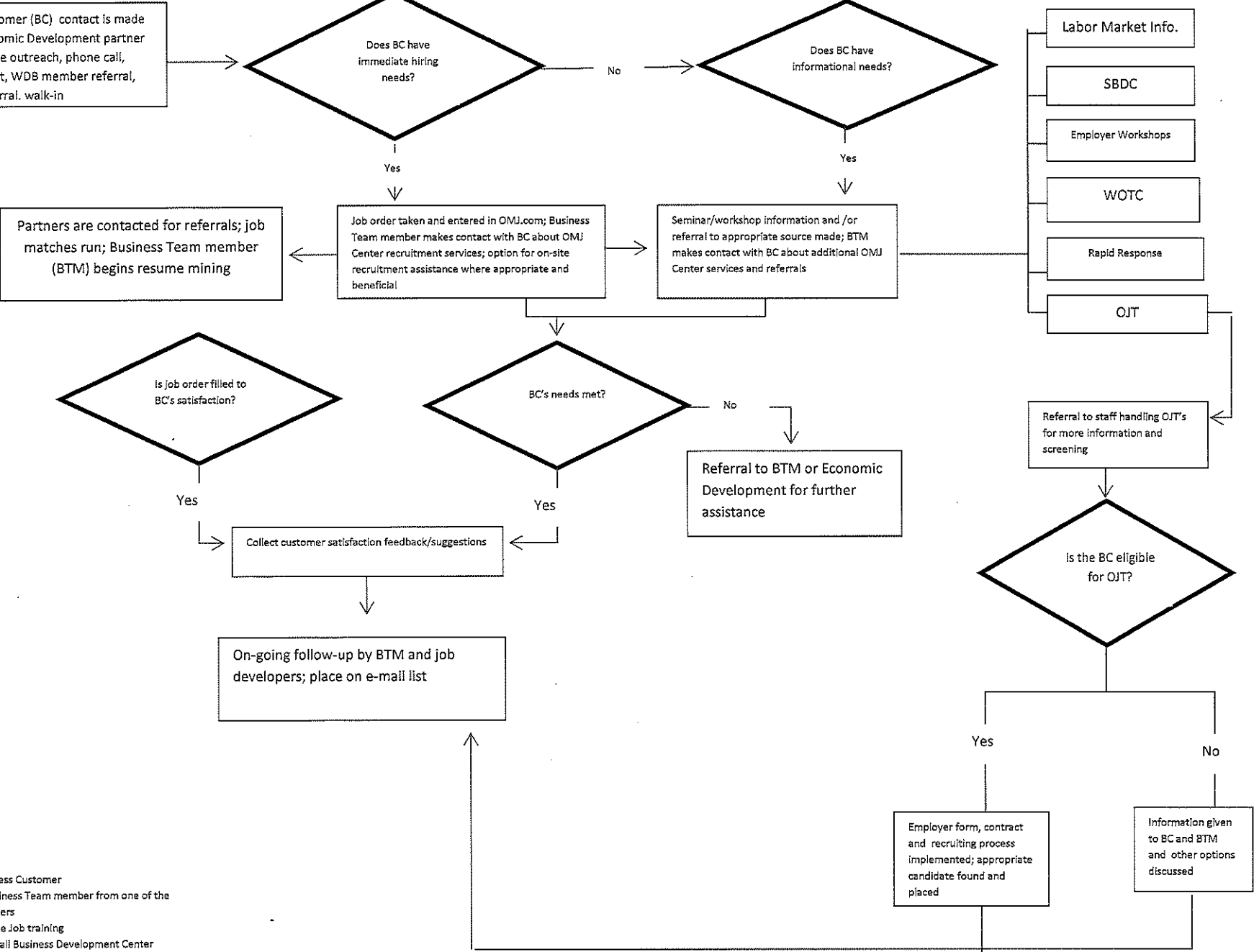
economic development, to provide information on employee training options such as on-the-job training or incumbent worker training and many more options. It will be the responsibility of the Area 12 business team maintain contact with the employer to assure that their on-going needs are being met.

Should the business find the need to downsize, they will be referred to the Rapid Response team and all efforts will be made to assist the business as well as the impacted workers.

Businesses will then be contacted periodically to see if they have additional information needs or direct service needs. Once contact is made, the business will be given on-going services as needed.

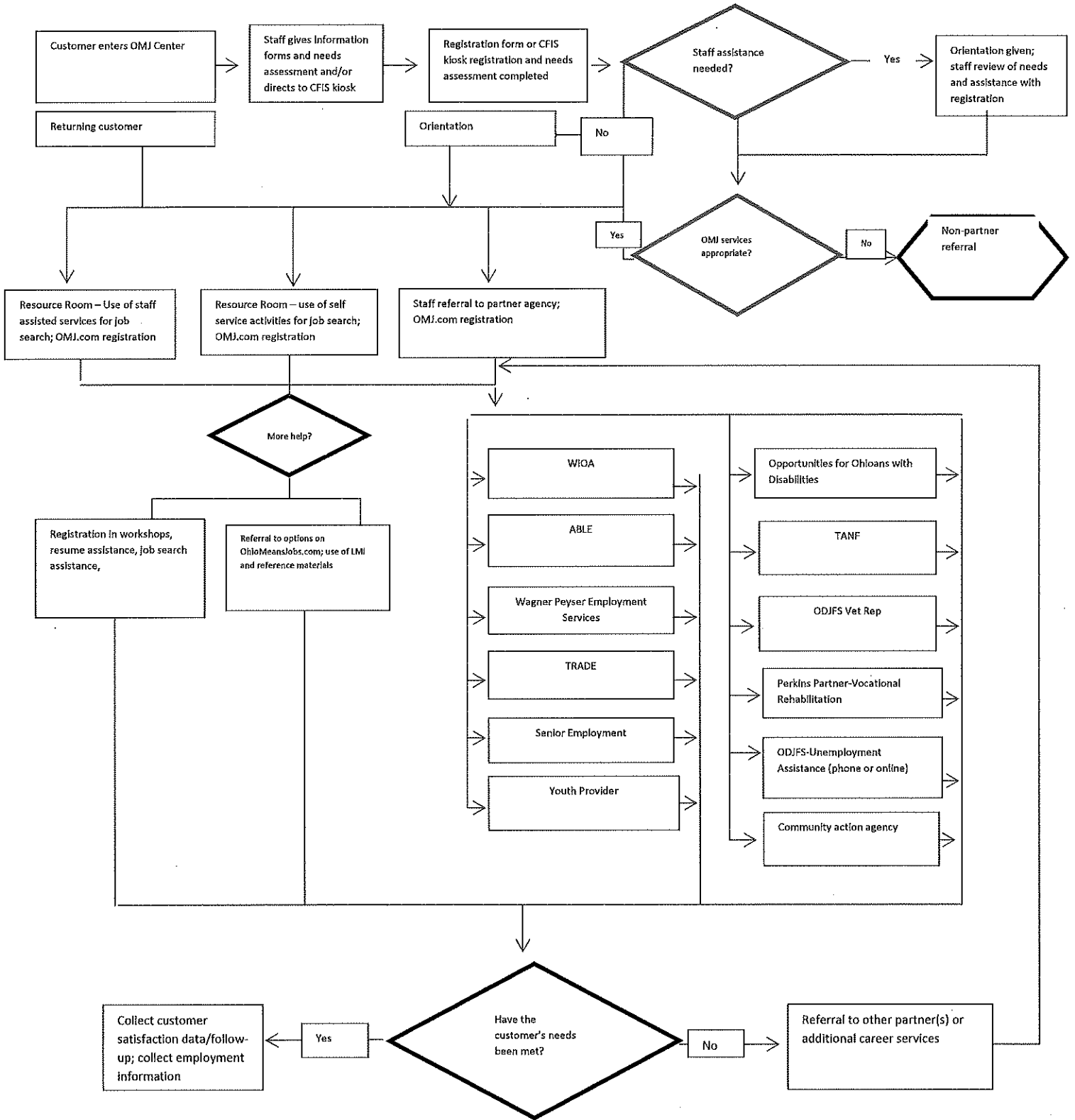
Area 12 OMJ System
Business Customer Flow

Business Customer (BC) contact is made through Economic Development partner referral, active outreach, phone call, scheduled visit, WDB member referral, Chamber referral, walk-in



BC= Business Customer
 BTM= Business Team member from one of the three centers
 OJT=On the Job training
 SBDC= Small Business Development Center
 WOTC= Work Opportunity Tax Credit

Area 12 OMJ Center Customer Flow



Attachment C

**Workforce Development Area 12
Budget Period 7/1/19 - 6/30/21
Cost Sharing Agreement**

Facilities Pool	ODJFS	ODJFS (WP, TRADE, UIC)	WIOA	CDJFS	Aspire	Butler Tech	OOD	Vantage (Mature Services)	SELF	Easter Seals	CDP	GCBS	2nd Chance	Control	
Shared Cost Item	Veteran Srvc	Wagner Peysor	Adult & DLW	TANF	Title II Adult Education and Literacy Entity	Perkins Act Vocational Ed Entity	WIOA Title IV	Older America Title V	CSBG E&T Entity	WIOA Youth	HUD Grant			Total	
	FTE Count	1	7	3	14	2	0.2	1	1.5	3	5	0.2	1	0.3	39.2
	% of Overall FTE	3%	18%	8%	36%	5%	1%	3%	4%	8%	13%	1%	3%	1%	100%
Lease Cost (includes common area)	\$ 164,829.00	\$ 4,204.82	\$ 29,433.75	\$ 12,614.46	\$ 58,857.50	\$ 8,409.64	\$ 840.96	\$ 4,204.82	\$ 6,307.23	\$ 12,614.46	\$ 21,024.11	\$ 840.96	\$ 4,204.82	\$ 1,261.45	\$ 164,829.00
Utilities	\$ 33,000.00	\$ 841.84	\$ 5,892.86	\$ 2,525.51	\$ 11,785.71	\$ 1,683.67	\$ 168.37	\$ 841.84	\$ 1,262.76	\$ 2,525.51	\$ 4,209.18	\$ 168.37	\$ 841.84	\$ 252.55	\$ 33,000.00
Maintenance - Janitorial Service	\$ 23,700.00	\$ 604.59	\$ 4,232.14	\$ 1,813.78	\$ 8,464.29	\$ 1,209.18	\$ 120.92	\$ 604.59	\$ 906.89	\$ 1,813.78	\$ 3,022.96	\$ 120.92	\$ 604.59	\$ 181.38	\$ 23,700.00
Maintenance - Building (repairs, upkeep, Extermination)	\$ 2,500.00	\$ 63.78	\$ 446.43	\$ 191.33	\$ 892.86	\$ 127.55	\$ 12.76	\$ 63.78	\$ 95.66	\$ 191.33	\$ 318.88	\$ 12.76	\$ 63.78	\$ 19.13	\$ 2,500.00
Sub-Total	\$ 224,029.00	\$ 5,715.03	\$ 40,005.18	\$ 17,145.08	\$ 80,010.36	\$ 11,430.05	\$ 1,143.01	\$ 5,715.03	\$ 8,572.54	\$ 17,145.08	\$ 28,575.13	\$ 1,143.01	\$ 5,715.03	\$ 1,714.51	\$ 224,029.00
Personnel Pool															
Shared Cost Item	% of Overall FTE	3%	18%	8%	36%	5%	1%	3%	4%	8%	13%	1%	3%	1%	
One-Step Operator/Manager (1/3)	\$ 30,654.36	\$ 782.00	\$ 5,473.99	\$ 2,346.00	\$ 10,947.99	\$ 1,564.00	\$ 156.40	\$ 782.00	\$ 1,173.00	\$ 2,346.00	\$ 3,909.99	\$ 156.40	\$ 782.00	\$ 234.60	\$ 30,654.36
Receptionist/Greeter (1/3)	\$ 29,352.05	\$ 748.78	\$ 5,241.44	\$ 2,246.33	\$ 10,482.87	\$ 1,497.55	\$ 149.76	\$ 748.78	\$ 1,123.17	\$ 2,246.33	\$ 3,743.88	\$ 149.76	\$ 748.78	\$ 224.63	\$ 29,352.05
Data Entry Support Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fiscal Support Staff	\$ 6,042.20	\$ 154.14	\$ 1,078.96	\$ 462.41	\$ 2,157.99	\$ 308.28	\$ 30.83	\$ 154.14	\$ 231.21	\$ 462.41	\$ 770.69	\$ 30.83	\$ 154.14	\$ 46.24	\$ 6,042.20
Technology Support Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 66,048.61	\$ 1,684.91	\$ 11,794.39	\$ 5,054.74	\$ 23,588.79	\$ 3,369.83	\$ 336.98	\$ 1,684.91	\$ 2,527.37	\$ 5,054.74	\$ 8,424.57	\$ 336.98	\$ 1,684.91	\$ 505.47	\$ 66,048.61
Resource Room Pool															
Shared Cost Item	% of Overall FTE	3%	18%	8%	36%	5%	1%	3%	4%	8%	13%	1%	3%	1%	
Computer Equipment (Hardware)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Equipment (Software)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fax and Fax Machine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Virtual Environment	\$ 2,075.00	\$ 52.93	\$ 370.54	\$ 158.80	\$ 741.07	\$ 105.87	\$ 10.59	\$ 52.93	\$ 79.40	\$ 158.80	\$ 264.67	\$ 10.59	\$ 52.93	\$ 15.88	\$ 2,075.00
Internet Access	\$ 4,500.00	\$ 114.80	\$ 803.57	\$ 344.39	\$ 1,607.14	\$ 229.59	\$ 22.96	\$ 114.80	\$ 172.19	\$ 344.39	\$ 573.98	\$ 22.96	\$ 114.80	\$ 34.44	\$ 4,500.00
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audio-Visual Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (Paper, Materials, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (i.e. ADA Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 6,575.00	\$ 167.73	\$ 1,174.11	\$ 503.19	\$ 2,348.21	\$ 335.46	\$ 33.55	\$ 167.73	\$ 251.59	\$ 503.19	\$ 838.65	\$ 33.55	\$ 167.73	\$ 50.32	\$ 6,575.00
Equipment & Supplies Pool (Partner Use)															
Shared Cost Item	% of Overall FTE	3%	18%	8%	36%	5%	1%	3%	4%	8%	13%	1%	3%	1%	
Telephone System/Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Copier and Copier Maintenance	\$ 3,500.00	\$ 89.29	\$ 625.00	\$ 267.86	\$ 1,250.00	\$ 178.57	\$ 17.86	\$ 89.29	\$ 133.93	\$ 267.86	\$ 446.43	\$ 17.86	\$ 89.29	\$ 26.79	\$ 3,500.00
Fax and Fax Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies (Paper, Materials, etc.)	\$ 9,500.00	\$ 242.35	\$ 1,696.43	\$ 727.04	\$ 3,392.86	\$ 484.69	\$ 48.47	\$ 242.35	\$ 363.52	\$ 727.04	\$ 1,211.73	\$ 48.47	\$ 242.35	\$ 72.70	\$ 9,500.00
Common Tracking System Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (i.e. ADA Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 13,000.00	\$ 331.63	\$ 2,321.43	\$ 994.90	\$ 4,642.86	\$ 663.27	\$ 66.33	\$ 331.63	\$ 497.45	\$ 994.90	\$ 1,658.16	\$ 66.33	\$ 331.63	\$ 99.49	\$ 13,000.00
Facilities Pool	\$ 224,029.00	\$ 5,715.03	\$ 40,005.18	\$ 17,145.08	\$ 80,010.36	\$ 11,430.05	\$ 1,143.01	\$ 5,715.03	\$ 8,572.54	\$ 17,145.08	\$ 28,575.13	\$ 1,143.01	\$ 5,715.03	\$ 1,714.51	\$ 224,029.00
Personnel Pool	\$ 66,048.61	\$ 1,684.91	\$ 11,794.39	\$ 5,054.74	\$ 23,588.79	\$ 3,369.83	\$ 336.98	\$ 1,684.91	\$ 2,527.37	\$ 5,054.74	\$ 8,424.57	\$ 336.98	\$ 1,684.91	\$ 505.47	\$ 66,048.61
Resource Room Pool	\$ 6,575.00	\$ 167.73	\$ 1,174.11	\$ 503.19	\$ 2,348.21	\$ 335.46	\$ 33.55	\$ 167.73	\$ 251.59	\$ 503.19	\$ 838.65	\$ 33.55	\$ 167.73	\$ 50.32	\$ 6,575.00
Equipment & Supplies Pool	\$ 13,000.00	\$ 331.63	\$ 2,321.43	\$ 994.90	\$ 4,642.86	\$ 663.27	\$ 66.33	\$ 331.63	\$ 497.45	\$ 994.90	\$ 1,658.16	\$ 66.33	\$ 331.63	\$ 99.49	\$ 13,000.00
Sub-Total	\$ 309,652.61	\$ 7,899.30	\$ 55,295.11	\$ 23,697.90	\$ 110,590.22	\$ 15,798.60	\$ 1,579.86	\$ 7,899.30	\$ 11,848.95	\$ 23,697.90	\$ 39,496.51	\$ 1,579.86	\$ 7,899.30	\$ 2,369.79	\$ 309,652.61

**Workforce Development Area 12
Budget Period 7/1/19 - 6/30/20
Cost Sharing Agreement**

Facilities Pool		ODJFS	ODJFS (WP, TRADE, UIC)	WIOA	CDJFS (TANF, SNAP, CCMEP Youth)	OOD	Vantage (Mature Services)	GCBHS	Easter Seals	Control
Shared Cost Item		Veteran Srvc	Wagner Payser	Adult & DLW	TANF	WIOA Title IV	Older America Title V	Greater Cincinnati Behavioral Health	WIOA Youth	Total
	FTE Count	1	1	7	7	4	0.5	1	4	25.5
	% of Overall FTE	3.92%	3.92%	27.45%	27.45%	15.69%	1.96%	3.92%	15.69%	100%
Lease Cost (includes common area)	\$ 37,714.00	\$ 1,478.39	\$ 1,478.39	\$ 10,352.49	\$ 10,352.49	\$ 5,917.33	\$ 739.19	\$ 1,478.39	\$ 5,917.33	\$ 37,714.00
Utilities	\$ 13,218.00	\$ 518.15	\$ 518.15	\$ 3,628.34	\$ 3,628.34	\$ 2,073.90	\$ 259.07	\$ 518.15	\$ 2,073.90	\$ 13,218.00
Maintenance - Janitorial Service	\$ 13,019.00	\$ 510.34	\$ 510.34	\$ 3,573.72	\$ 3,573.72	\$ 2,042.68	\$ 255.18	\$ 510.34	\$ 2,042.68	\$ 13,019.00
Maintenance - Building (repairs, upkeep, Extermination)	\$ 2,500.00	\$ 98.00	\$ 98.00	\$ 686.25	\$ 686.25	\$ 392.25	\$ 49.00	\$ 98.00	\$ 392.25	\$ 2,500.00
Sub-Total	\$ 66,451.00	\$ 2,604.88	\$ 2,604.88	\$ 18,240.80	\$ 18,240.80	\$ 10,426.16	\$ 1,302.44	\$ 2,604.88	\$ 10,426.16	\$ 66,451.00
Personnel Pool		3.92%	3.92%	27.45%	27.45%	15.69%	1.96%	3.92%	15.69%	
Shared Cost Item	% of Overall FTE	3.92%	3.92%	27.45%	27.45%	15.69%	1.96%	3.92%	15.69%	
One-Stop Operator/Manager (1/3)	\$ 44,859.00	\$ 1,758.47	\$ 1,758.47	\$ 12,313.80	\$ 12,313.80	\$ 7,038.38	\$ 879.23	\$ 1,758.47	\$ 7,038.38	\$ 44,859.00
Receptionist/Greeter (1/3)	\$ 24,027.00	\$ 941.86	\$ 941.86	\$ 6,595.41	\$ 6,595.41	\$ 3,769.84	\$ 470.92	\$ 941.86	\$ 3,769.84	\$ 24,027.00
Data Entry Support Staff	\$ 20,554.00	\$ 805.72	\$ 805.72	\$ 5,642.07	\$ 5,642.07	\$ 3,224.92	\$ 402.86	\$ 805.72	\$ 3,224.92	\$ 20,554.00
Fiscal Support Staff	\$ 14,797.00	\$ 580.04	\$ 580.04	\$ 4,061.78	\$ 4,061.78	\$ 2,321.65	\$ 290.02	\$ 580.04	\$ 2,321.65	\$ 14,797.00
Technology Support Staff	\$ 9,353.00	\$ 366.6400	\$ 366.6400	\$ 2,567.3900	\$ 2,567.3900	\$ 1,467.4900	\$ 183.3200	\$ 366.6400	\$ 1,467.4900	\$ 9,353.00
Sub-Total	\$ 113,590.00	\$ 4,452.73	\$ 4,452.73	\$ 31,180.45	\$ 31,180.45	\$ 17,822.28	\$ 2,226.35	\$ 4,452.73	\$ 17,822.28	\$ 113,590.00
Resource Room Pool		3.92%	3.92%	27.45%	27.45%	15.69%	1.96%	3.92%	15.69%	
Shared Cost Item	% of Overall FTE	3.92%	3.92%	27.45%	27.45%	15.69%	1.96%	3.92%	15.69%	
Computer Equipment (Hardware)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Equipment (Software)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fax and Fax Machine	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Virtual Environment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet Access	\$ 3,960.00	\$ 155.23	\$ 155.23	\$ 1,087.02	\$ 1,087.02	\$ 621.32	\$ 77.63	\$ 155.23	\$ 621.32	\$ 3,960.00
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audio-Visual Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies (Paper, Materials, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (i.e. ADA Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 3,960.00	\$ 155.23	\$ 155.23	\$ 1,087.02	\$ 1,087.02	\$ 621.32	\$ 77.63	\$ 155.23	\$ 621.32	\$ 3,960.00
Equipment & Supplies Pool (Travel/Use)		3.92%	3.92%	27.45%	27.45%	15.69%	1.96%	3.92%	15.69%	
Shared Cost Item	% of Overall FTE	3.92%	3.92%	27.45%	27.45%	15.69%	1.96%	3.92%	15.69%	
Telephone System/Equipment	\$ 8,008.00	\$ 313.9100	\$ 313.9100	\$ 2,198.2000	\$ 2,198.2000	\$ 1,255.4600	\$ 156.9500	\$ 313.9100	\$ 1,256.4600	\$ 8,008.00
Copier and Copier Maintenance	\$ 2,305.00	\$ 90.3600	\$ 90.3600	\$ 632.7100	\$ 632.7100	\$ 361.6600	\$ 45.1800	\$ 90.3600	\$ 361.6600	\$ 2,305.00
Fax and Fax Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies (Paper, Materials, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Common Tracking System Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (i.e. ADA Equipment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 10,313.00	\$ 404.27	\$ 404.27	\$ 2,830.91	\$ 2,830.91	\$ 1,618.12	\$ 202.13	\$ 404.27	\$ 1,618.12	\$ 10,313.00
Facilities Pool	\$ 66,451.00	\$ 2,604.88	\$ 2,604.88	\$ 18,240.80	\$ 18,240.80	\$ 10,426.16	\$ 1,302.44	\$ 2,604.88	\$ 10,426.16	\$ 66,451.00
Personnel Pool	\$ 113,590.00	\$ 4,452.73	\$ 4,452.73	\$ 31,180.45	\$ 31,180.45	\$ 17,822.28	\$ 2,226.35	\$ 4,452.73	\$ 17,822.28	\$ 113,590.00
Resource Room Pool	\$ 3,960.00	\$ 155.23	\$ 155.23	\$ 1,087.02	\$ 1,087.02	\$ 621.32	\$ 77.63	\$ 155.23	\$ 621.32	\$ 3,960.00
Equipment & Supplies Pool	\$ 10,313.00	\$ 404.27	\$ 404.27	\$ 2,830.91	\$ 2,830.91	\$ 1,618.12	\$ 202.13	\$ 404.27	\$ 1,618.12	\$ 10,313.00
Sub-Total	\$ 194,314.00	\$ 7,617.11	\$ 7,617.11	\$ 53,339.18	\$ 53,339.18	\$ 30,487.88	\$ 3,808.55	\$ 7,617.11	\$ 30,487.88	\$ 194,314.00

**Workforce Development Area 12
Budget Period 7/1/19 - 6/30/21
Cost Sharing Agreement**

Facilities Pool		ODJFS	WIOA	CDJFS	Aspire	WCCC	OOD	AARP	Easter Seals	OMJWC	2nd Chance	Control
		Veteran Svcs	Adult & DLW	TANF	Title II Adult Education and Literacy Entity	Perkins Act Vocational Ed Entity	WIOA Title IV	Older America Title V	WIOA Youth	TANF Youth		
Shared Cost Item	FTE Count	1	7	1	2	1	4	1	2	3.5	0.3	22.8
	% of Overall FTE	4%	31%	4%	9%	4%	18%	4%	9%	15%	1%	100%
Lease Cost (includes common area)	\$ 15,890.00	\$ 696.93	\$ 4,878.51	\$ 696.93	\$ 1,393.86	\$ 696.93	\$ 2,787.72	\$ 696.93	\$ 1,393.86	\$ 2,439.25	\$ 209.08	\$ 15,890.00
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance - Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance - Building (repairs, upkeep, Extermination)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 15,890.00	\$ 696.93	\$ 4,878.51	\$ 696.93	\$ 1,393.86	\$ 696.93	\$ 2,787.72	\$ 696.93	\$ 1,393.86	\$ 2,439.25	\$ 209.08	\$ 15,890.00
Personnel Pool												
Shared Cost Item	% of Overall FTE	4%	31%	4%	9%	4%	18%	4%	9%	15%	1%	
One-Stop Operator/Manager (1/3)	\$ 13,940.00	\$ 611.40	\$ 4,279.82	\$ 611.40	\$ 1,222.81	\$ 611.40	\$ 2,445.61	\$ 611.40	\$ 1,222.81	\$ 2,139.91	\$ 183.42	\$ 13,940.00
Receptionist (.25)	\$ 8,420.00	\$ 369.30	\$ 2,585.09	\$ 369.30	\$ 738.60	\$ 369.30	\$ 1,477.19	\$ 369.30	\$ 738.60	\$ 1,292.54	\$ 110.79	\$ 8,420.00
Greeter (18hr)	\$ 8,476.00	\$ 371.75	\$ 2,602.28	\$ 371.75	\$ 743.51	\$ 371.75	\$ 1,487.02	\$ 371.75	\$ 743.51	\$ 1,301.14	\$ 111.53	\$ 8,476.00
Fiscal Support Staff	\$ 4,515.00	\$ 198.03	\$ 1,386.18	\$ 198.03	\$ 396.05	\$ 198.03	\$ 792.11	\$ 198.03	\$ 396.05	\$ 693.09	\$ 59.41	\$ 4,515.00
Technology Support Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 35,351.00	\$ 1,550.48	\$ 10,853.38	\$ 1,550.48	\$ 3,100.96	\$ 1,550.48	\$ 6,201.93	\$ 1,550.48	\$ 3,100.96	\$ 5,426.69	\$ 465.14	\$ 35,351.00
Resource Room Pool												
Shared Cost Item	% of Overall FTE	4%	31%	4%	9%	4%	18%	4%	9%	15%	1%	
Computer Equipment (Hardware)	\$ 3,000.00	\$ 131.58	\$ 921.05	\$ 131.58	\$ 263.16	\$ 131.58	\$ 526.32	\$ 131.58	\$ 263.16	\$ 480.53	\$ 39.47	\$ 3,000.00
Computer Equipment (Software)	\$ 1,380.00	\$ 60.53	\$ 423.68	\$ 60.53	\$ 121.05	\$ 60.53	\$ 242.11	\$ 60.53	\$ 121.05	\$ 211.84	\$ 18.16	\$ 1,380.00
Copier lease	\$ 1,500.00	\$ 65.79	\$ 460.53	\$ 65.79	\$ 131.58	\$ 65.79	\$ 263.16	\$ 65.79	\$ 131.58	\$ 250.26	\$ 19.74	\$ 1,500.00
Copier Maintenance	\$ 768.00	\$ 33.68	\$ 235.79	\$ 33.68	\$ 67.37	\$ 33.68	\$ 134.74	\$ 33.68	\$ 67.37	\$ 117.89	\$ 10.11	\$ 768.00
Internet Access	\$ 775.00	\$ 33.99	\$ 237.94	\$ 33.99	\$ 67.98	\$ 33.99	\$ 135.96	\$ 33.99	\$ 67.98	\$ 118.97	\$ 10.20	\$ 775.00
Other	\$ 500.00	\$ 21.93	\$ 153.51	\$ 21.93	\$ 43.86	\$ 21.93	\$ 87.72	\$ 21.93	\$ 43.86	\$ 76.75	\$ 6.58	\$ 500.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ 7,923.00	\$ 347.50	\$ 2,432.50	\$ 347.50	\$ 695.00	\$ 347.50	\$ 1,390.00	\$ 347.50	\$ 695.00	\$ 1,216.25	\$ 104.25	\$ 7,923.00
Equipment & Supplies Pool (Printing)												
Shared Cost Item	% of Overall FTE	4%	31%	4%	9%	4%	18%	4%	9%	15%	1%	
Telephone System/Equipment	\$ 2,200.00	\$ 96.49	\$ 675.44	\$ 96.49	\$ 192.98	\$ 96.49	\$ 385.96	\$ 96.49	\$ 192.98	\$ 337.72	\$ 28.95	\$ 2,200.00
Copier and Copier Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fax and Fax Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 500.00	\$ 21.93	\$ 153.51	\$ 21.93	\$ 43.86	\$ 21.93	\$ 87.72	\$ 21.93	\$ 43.86	\$ 76.75	\$ 6.58	\$ 500.00
Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies (Paper, Materials, etc.)	\$ 1,600.00	\$ 70.18	\$ 491.23	\$ 70.18	\$ 140.35	\$ 70.18	\$ 280.70	\$ 70.18	\$ 140.35	\$ 245.61	\$ 21.05	\$ 1,600.00
Common Tracking System Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 500.00	\$ 21.93	\$ 153.51	\$ 21.93	\$ 43.86	\$ 21.93	\$ 87.72	\$ 21.93	\$ 43.86	\$ 76.75	\$ 6.58	\$ 500.00
Sub-Total	\$ 4,800.00	\$ 210.53	\$ 1,473.68	\$ 210.53	\$ 421.05	\$ 210.53	\$ 842.11	\$ 210.53	\$ 421.05	\$ 736.84	\$ 63.16	\$ 4,800.00
Miscellaneous												
Shared Cost Item	% of Overall FTE	4%	31%	4%	9%	4%	18%	4%	9%	15%	1%	
Outreach	\$ 1,000.00	\$ 43.86	\$ 307.02	\$ 43.86	\$ 87.72	\$ 43.86	\$ 175.44	\$ 43.86	\$ 87.72	\$ 153.51	\$ 13.16	\$ 1,000.00
Marketing	\$ 1,000.00	\$ 43.86	\$ 307.02	\$ 43.86	\$ 87.72	\$ 43.86	\$ 175.44	\$ 43.86	\$ 87.72	\$ 153.51	\$ 13.16	\$ 1,000.00
Sub-Total	\$ 2,000.00	\$ 87.72	\$ 614.04	\$ 87.72	\$ 175.44	\$ 87.72	\$ 350.88	\$ 87.72	\$ 175.44	\$ 307.02	\$ 26.32	\$ 2,000.00
Miscellaneous												
Shared Cost Item	% of Overall FTE	4%	31%	4%	9%	4%	18%	4%	9%	15%	1%	
Math/Job Search Classes	\$ 19,390.00	\$ 850.44	\$ 5,953.07	\$ 850.44	\$ 1,700.88	\$ 850.44	\$ 3,401.75	\$ 850.44	\$ 1,700.88	\$ 2,976.54	\$ 255.13	\$ 19,390.00
Sub-Total	\$ 19,390.00	\$ 850.44	\$ 5,953.07	\$ 850.44	\$ 1,700.88	\$ 850.44	\$ 3,401.75	\$ 850.44	\$ 1,700.88	\$ 2,976.54	\$ 255.13	\$ 19,390.00
Direct Charges												
rent	\$ 4,850.00	\$ 990.00					\$ 3,860.00					\$ 4,850.00
phone	\$ 360.00	\$ 360.00										\$ 360.00
postage	\$ 100.00	\$ 100.00										\$ 100.00
Sub-Total	\$ 5,310.00	\$ 1,450.00					\$ 3,860.00					\$ 5,310.00
Facilities Pool	\$ 15,890.00	\$ 696.93	\$ 4,878.51	\$ 696.93	\$ 1,393.86	\$ 696.93	\$ 2,787.72	\$ 696.93	\$ 1,393.86	\$ 2,439.25	\$ 209.08	\$ 15,890.00
Personnel Pool	\$ 35,351.00	\$ 1,550.48	\$ 10,853.38	\$ 1,550.48	\$ 3,100.96	\$ 1,550.48	\$ 6,201.93	\$ 1,550.48	\$ 3,100.96	\$ 5,426.69	\$ 465.14	\$ 35,351.00
Resource Room Pool	\$ 7,923.00	\$ 347.50	\$ 2,432.50	\$ 347.50	\$ 695.00	\$ 347.50	\$ 1,390.00	\$ 347.50	\$ 695.00	\$ 1,216.25	\$ 104.25	\$ 7,923.00
Equipment & Supplies Pool	\$ 4,800.00	\$ 210.53	\$ 1,473.68	\$ 210.53	\$ 421.05	\$ 210.53	\$ 842.11	\$ 210.53	\$ 421.05	\$ 736.84	\$ 63.16	\$ 4,800.00
Outreach/Marketing	\$ 2,000.00	\$ 87.72	\$ 614.04	\$ 87.72	\$ 175.44	\$ 87.72	\$ 350.88	\$ 87.72	\$ 175.44	\$ 307.02	\$ 26.32	\$ 2,000.00
Miscellaneous	\$ 19,390.00	\$ 850.44	\$ 5,953.07	\$ 850.44	\$ 1,700.88	\$ 850.44	\$ 3,401.75	\$ 850.44	\$ 1,700.88	\$ 2,976.54	\$ 255.13	\$ 19,390.00
Direct Charges	\$ 5,310.00	\$ 1,450.00					\$ 3,860.00					\$ 5,310.00
Sub-Total	\$ 90,664.00	\$ 3,936.60	\$ 26,205.18	\$ 3,936.60	\$ 7,873.60	\$ 3,936.60	\$ 15,745.68	\$ 3,936.60	\$ 7,873.60	\$ 13,702.59	\$ 1,123.08	\$ 90,664.00

Partner Commitments

Butler

All partners are funding their fair shares in the form of cash with the exception of the following partners:

The Title V - Older Americans Act service provider Mature Services will be providing a portion of the receptionist duties by supplying 2 PT receptionists 4 days per week/5 hours per day on a T-F at a cost of \$8.55/hour thereby reducing their funding commitment amount by \$342 per week x 52 = \$17784.00.

Perkins Act Vocational Education - Butler Tech will provide an instructor to perform an Introduction to Microsoft Excel Workshop twice per month for 90 minutes with 30 minutes Q&A per session @\$428.50 per session totaling \$857.00 per month or \$10284.00 per year

Butler-Warren Reentry Coalition will provide an instructor to perform workshops on a bi-weekly basis in both the Warren and Butler OMJ locations that will target a justice involved audience but will also be available to Universal Customers.

Community Development Professionals will provide one professional development staff training to Area 12 OMJ.

Clermont

The Title V - Older Americans Act:

Partner will provide a PT assistant an average of 18.00 hours/week at a rate of \$8.85/hr to assist with the computer lab duties, thereby covering their funding commitment.

Warren

All partners are funding their fair shares in the form of cash with the exception of the following partners:

The Title V - Older Americans Act service provider will be providing a portion of the receptionist duties by supplying a PT receptionist 20 week @ \$8.55 per hour for a funding commitment of \$8892

The Title II (ABLE) partner will provide 2.5 hours of workshops/classes @ \$70 per hour for 50 weeks a year.

The TANF partner will provide 2 hours of classes a week @\$70 per hour for 50 weeks for a commitment of \$7000

2nd Change will provide a weekly 1 hour workshop at \$70 per hour for a total in0kind contribution of \$3640.

Attachment D

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: Butler Warren Re-Entry Col.

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	183.42
	Data Entry/Support Staff - (Greeter)	111.53
	Fiscal Support Staff - (Fiscal)	59.41
	Receptionist/Greeter - (Receptionist)	110.79
	Sub-Total:	465.15
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	28.95
	Office Supplies (paper, pencils, etc.) - (office supplies)	21.05
	Other - (other)	13.16
	Postage - (Postage)	6.58
	Sub-Total:	69.74
Facilities	Lease - (Lease)	209.08
	Sub-Total:	209.08
Miscellaneous	Other - (Workshops)	255.13
	Sub-Total:	255.13
Outreach/Marketing	Other - (Marketing and Outreach)	26.32
	Sub-Total:	26.32
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	39.47
	Computer Equipment (Software) - (Computer Software)	18.16
	Internet Access - (Internet)	10.20
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	29.84
	Sub-Total:	97.67
	Total:	1,123.09

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: CDJFS (TANF)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	611.40
	Data Entry/Support Staff - (Greeter)	371.75
	Fiscal Support Staff - (Fiscal)	198.03
	Receptionist/Greeter - (Receptionist)	369.30
	Sub-Total:	1,550.48
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	96.49
	Office Supplies (paper, pencils, etc.) - (office supplies)	70.18
	Other - (other)	43.86
	Postage - (Postage)	21.93
	Sub-Total:	232.46
Facilities	Lease - (Lease)	696.93
	Sub-Total:	696.93
Miscellaneous	Other - (Workshops)	850.44
	Sub-Total:	850.44
Outreach/Marketing	Other - (Marketing and Outreach)	87.72
	Sub-Total:	87.72
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	131.58
	Computer Equipment (Software) - (Computer Software)	60.53
	Internet Access - (Internet)	33.99
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	99.47
	Sub-Total:	325.57
Total:		3,743.60

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: Easter Seals

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	1,222.81
	Data Entry/Support Staff - (Greeter)	743.51
	Fiscal Support Staff - (Fiscal)	396.05
	Receptionist/Greeter - (Receptionist)	738.60
	Sub-Total:	3,100.97
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	192.98
	Office Supplies (paper, pencils, etc.) - (office supplies)	140.35
	Other - (other)	87.72
	Postage - (Postage)	43.86
	Sub-Total:	464.91
Facilities	Lease - (Lease)	1,393.86
	Sub-Total:	1,393.86
Miscellaneous	Other - (Workshops)	1,700.88
	Sub-Total:	1,700.88
Outreach/Marketing	Other - (Marketing and Outreach)	175.44
	Sub-Total:	175.44
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	263.16
	Computer Equipment (Software) - (Computer Software)	121.05
	Internet Access - (Internet)	67.98
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	198.95
	Sub-Total:	651.14
Total:		7,487.20

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: ODJFS (Vets)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	611.40
	Data Entry/Support Staff - (Greeter)	371.75
	Fiscal Support Staff - (Fiscal)	198.03
	Receptionist/Greeter - (Receptionist)	369.30
	Sub-Total:	1,550.48
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	96.49
	Office Supplies (paper, pencils, etc.) - (office supplies)	70.18
	Other - (other)	43.86
	Postage - (Postage)	21.93
	Sub-Total:	232.46
Facilities	Lease - (Lease)	696.93
	Sub-Total:	696.93
Miscellaneous	Other - (Workshops)	850.44
	Other 2 - (Vets Direct)	1,450.00
	Sub-Total:	2,300.44
Outreach/Marketing	Other - (Marketing and Outreach)	87.72
	Sub-Total:	87.72
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	131.58
	Computer Equipment (Software) - (Computer Software)	60.53
	Internet Access - (Internet)	33.99
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	99.47
		Sub-Total:
	Total:	5,193.60

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: Older American Title V (SCSEP)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	611.40
	Data Entry/Support Staff - (Greeter)	371.75
	Fiscal Support Staff - (Fiscal)	198.03
	Receptionist/Greeter - (Receptionist)	369.30
	Sub-Total:	1,550.48
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	96.49
	Office Supplies (paper, pencils, etc.) - (office supplies)	70.18
	Other - (other)	43.86
	Postage - (Postage)	21.93
	Sub-Total:	232.46
Facilities	Lease - (Lease)	696.93
	Sub-Total:	696.93
Miscellaneous	Other - (Workshops)	850.44
	Sub-Total:	850.44
Outreach/Marketing	Other - (Marketing and Outreach)	87.72
	Sub-Total:	87.72
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	131.58
	Computer Equipment (Software) - (Computer Software)	60.53
	Internet Access - (Internet)	33.99
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	99.47
	Sub-Total:	325.57
Total:		3,743.60

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: OMJ Warren County

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	2,139.91
	Data Entry/Support Staff - (Greeter)	1,301.14
	Fiscal Support Staff - (Fiscal)	693.09
	Receptionist/Greeter - (Receptionist)	1,292.54
	Sub-Total:	5,426.68
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	337.72
	Office Supplies (paper, pencils, etc.) - (office supplies)	245.61
	Other - (other)	153.51
	Postage - (Postage)	76.75
	Sub-Total:	813.59
Facilities	Lease - (Lease)	2,439.25
	Sub-Total:	2,439.25
Miscellaneous	Other - (Workshops)	2,976.54
	Sub-Total:	2,976.54
Outreach/Marketing	Other - (Marketing and Outreach)	307.02
	Sub-Total:	307.02
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	460.53
	Computer Equipment (Software) - (Computer Software)	211.84
	Internet Access - (Internet)	118.97
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	348.16
	Sub-Total:	1,139.50
	Total:	13,102.58

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: Perkins Act Voc. Ed. Entity

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	611.40
	Data Entry/Support Staff - (Greeter)	371.75
	Fiscal Support Staff - (Fiscal)	198.03
	Receptionist/Greeter - (Receptionist)	369.30
	Sub-Total:	1,550.48
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	96.49
	Office Supplies (paper, pencils, etc.) - (office supplies)	70.18
	Other - (other)	43.86
	Postage - (Postage)	21.93
	Sub-Total:	232.46
Facilities	Lease - (Lease)	696.93
	Sub-Total:	696.93
Miscellaneous	Other - (Workshops)	850.44
	Sub-Total:	850.44
Outreach/Marketing	Other - (Marketing and Outreach)	87.72
	Sub-Total:	87.72
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	131.58
	Computer Equipment (Software) - (Computer Software)	60.53
	Internet Access - (Internet)	33.99
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	99.47
	Sub-Total:	325.57
	Total:	3,743.60

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: WIOA Title I (Adult/DW/Youth)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	4,279.84
	Data Entry/Support Staff - (Greeter)	2,602.29
	Fiscal Support Staff - (Fiscal)	1,386.17
	Receptionist/Greeter - (Receptionist)	2,585.08
	Sub-Total:	10,853.38
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	675.45
	Office Supplies (paper, pencils, etc.) - (office supplies)	491.22
	Other - (other)	307.01
	Postage - (Postage)	153.51
	Sub-Total:	1,627.19
Facilities	Lease - (Lease)	4,878.51
	Sub-Total:	4,878.51
Miscellaneous	Other - (Workshops)	5,953.06
	Sub-Total:	5,953.06
Outreach/Marketing	Other - (Marketing and Outreach)	614.02
	Sub-Total:	614.02
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	921.04
	Computer Equipment (Software) - (Computer Software)	423.67
	Internet Access - (Internet)	237.95
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	696.33
	Sub-Total:	2,278.99
Total:	26,205.15	

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: WIOA Title II (Adult Ed/Literacy)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	1,222.81
	Data Entry/Support Staff - (Greeter)	743.51
	Fiscal Support Staff - (Fiscal)	396.05
	Receptionist/Greeter - (Receptionist)	738.60
	Sub-Total:	3,100.97
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	192.98
	Office Supplies (paper, pencils, etc.) - (office supplies)	140.35
	Other - (other)	87.72
	Postage - (Postage)	43.86
	Sub-Total:	464.91
Facilities	Lease - (Lease)	1,393.86
	Sub-Total:	1,393.86
Miscellaneous	Other - (Workshops)	1,700.88
	Sub-Total:	1,700.88
Outreach/Marketing	Other - (Marketing and Outreach)	175.44
	Sub-Total:	175.44
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	263.16
	Computer Equipment (Software) - (Computer Software)	121.05
	Internet Access - (Internet)	67.98
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	198.95
	Sub-Total:	651.14
	Total:	7,487.20

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Partner		

Partner: WIOA Title IV (OOD)

Cost Pool	Expense Type	Budget Amount
Center Personnel	Center Operator/Manager - (One Stop Manager)	2,445.61
	Data Entry/Support Staff - (Greeter)	1,487.02
	Fiscal Support Staff - (Fiscal)	792.11
	Other - (OOD Direct)	3,860.00
	Receptionist/Greeter - (Receptionist)	1,477.19
	Sub-Total:	10,061.93
Equipment and Supplies (Partner Use)	Direct Telephone - (Telephone)	385.96
	Office Supplies (paper, pencils, etc.) - (office supplies)	280.70
	Other - (other)	175.44
	Postage - (Postage)	87.72
	Sub-Total:	929.82
Facilities	Lease - (Lease)	2,787.72
	Sub-Total:	2,787.72
Miscellaneous	Other - (Workshops)	3,401.75
	Sub-Total:	3,401.75
Outreach/Marketing	Other - (Marketing and Outreach)	350.88
	Sub-Total:	350.88
Resource Room	Computer Equipment (Hardware) - (Computer Hardware)	526.32
	Computer Equipment (Software) - (Computer Software)	242.11
	Internet Access - (Internet)	135.96
	Office Equipment - Copier / Scanner / FAX - (Copy Lease & Maintenance)	397.89
		Sub-Total:
	Total:	18,834.38
	OMJ Total:	90,664.00

State Fiscal Year:	SFY2021 - SA Fiscal Year 2021	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
Center Operator/Manager - (1/3 Annual Salary)		
	ASPIRE - Hamilton City Schools	1,564.00
	Butler Tech	156.40
	CDJFS	2,346.00
	CDJFS TANF	10,947.98
	Community Development Professionals	156.40
	Easter Seals Tristate	3,909.99
	Mature Services	1,173.00
	ODJFS	5,473.99
	Opportunities for Ohioians with Disabilities (OOD)	782.00
	S.E.L.F.	2,346.00
	Veterans Services	782.00
	Butler-Warren Reentry Coalition	234.60
	Greater Cincinnati Behavioral Health Services	782.00
	Sub-Total:	30,654.36
Fiscal Support Staff - (10% Fiscal Support)		
	ASPIRE - Hamilton City Schools	308.28
	Butler Tech	30.83
	CDJFS	462.41
	CDJFS TANF	2,157.92
	Community Development Professionals	30.83
	Easter Seals Tristate	770.69
	Mature Services	231.21
	ODJFS	1,078.96
	Opportunities for Ohioians with Disabilities (OOD)	154.14
	S.E.L.F.	462.41
	Veterans Services	154.14
	Butler-Warren Reentry Coalition	46.24
	Greater Cincinnati Behavioral Health Services	154.14
	Sub-Total:	6,042.20
Receptionist/Greeter - (1/3 Annual Salary front desk Receptionists)		
	ASPIRE - Hamilton City Schools	1,497.55
	Butler Tech	149.76
	CDJFS	2,246.33
	CDJFS TANF	10,482.86
	Community Development Professionals	149.76
	Easter Seals Tristate	3,743.88
	Mature Services	1,123.17
	ODJFS	5,241.44
	Opportunities for Ohioians with Disabilities (OOD)	748.78
	S.E.L.F.	2,246.33
	Veterans Services	748.78
	Butler-Warren Reentry Coalition	224.63

CFIS Web
O1209 - Butler - OMJ Center
MOU Budget



State Fiscal Year:	SFY2021 - SA Fiscal Year 2021	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
	Greater Cincinnati Behavioral Health Services	748.78
	Sub-Total:	29,352.05
	Total:	66,048.61

State Fiscal Year:	SFY2021 - SA Fiscal Year 2021	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Equipment and Supplies (Partner Use)

Expense Type	Partner	Budget Amount
Office Equipment Maintenance and Repairs - (Estimated Annual Maintenance Cost)		
	ASPIRE - Hamilton City Schools	178.57
	Butler Tech	17.86
	CDJFS	267.86
	CDJFS TANF	1,249.97
	Community Development Professionals	17.86
	Easter Seals Tristate	446.43
	Mature Services	133.93
	ODJFS	625.00
	Opportunities for Ohioians with Disabilities (OOD)	89.29
	S.E.L.F.	267.86
	Veterans Services	89.29
	Butler-Warren Reentry Coalition	26.79
	Greater Cincinnati Behavioral Health Services	89.29
	Sub-Total:	3,500.00
Office Supplies (paper, pencils, etc.) - (Estimated Annual Supplies for Partner use)		
	ASPIRE - Hamilton City Schools	484.69
	Butler Tech	48.47
	CDJFS	727.04
	CDJFS TANF	3,392.86
	Community Development Professionals	48.47
	Easter Seals Tristate	1,211.73
	Mature Services	363.52
	ODJFS	1,696.43
	Opportunities for Ohioians with Disabilities (OOD)	242.35
	S.E.L.F.	727.04
	Veterans Services	242.35
	Butler-Warren Reentry Coalition	72.70
	Greater Cincinnati Behavioral Health Services	242.35
	Sub-Total:	9,500.00
	Total:	13,000.00

State Fiscal Year:	SFY2021 - SA Fiscal Year 2021	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Facilities

Expense Type	Partner	Budget Amount	
Lease - (Annual Lease Amount)	ASPIRE - Hamilton City Schools	8,409.64	
	Butler Tech	840.96	
	CDJFS	12,614.46	
	CDJFS TANF	58,867.52	
	Community Development Professionals	840.96	
	Easter Seals Tristate	21,024.11	
	Mature Services	6,307.23	
	ODJFS	29,433.75	
	Opportunities for Ohioians with Disabilities (OOD)	4,204.82	
	S.E.L.F.	12,614.46	
	Veterans Services	4,204.82	
	Butler-Warren Reentry Coalition	1,261.45	
	Greater Cincinnati Behavioral Health Services	4,204.82	
	Sub-Total:		164,829.00
	Maintenance - Janitorial - (Estimated Annual Maintenance (cleaning))	ASPIRE - Hamilton City Schools	1,209.18
Butler Tech		120.92	
CDJFS		1,813.78	
CDJFS TANF		8,464.28	
Community Development Professionals		120.92	
Easter Seals Tristate		3,022.96	
Mature Services		906.89	
ODJFS		4,232.14	
Opportunities for Ohioians with Disabilities (OOD)		604.59	
S.E.L.F.		1,813.78	
Veterans Services		604.59	
Butler-Warren Reentry Coalition		181.38	
Greater Cincinnati Behavioral Health Services	604.59		
Sub-Total:		23,700.00	
Maintenance - Other - (Estimated Repairs, Upkeep, Extermination)	ASPIRE - Hamilton City Schools	127.55	
	Butler Tech	12.76	
	CDJFS	191.33	
	CDJFS TANF	892.83	
	Community Development Professionals	12.76	
	Easter Seals Tristate	318.88	
	Mature Services	95.66	
	ODJFS	446.43	
	Opportunities for Ohioians with Disabilities (OOD)	63.78	
	S.E.L.F.	191.33	
	Veterans Services	63.78	
	Butler-Warren Reentry Coalition	19.13	

State Fiscal Year:	SFY2021 - SA Fiscal Year 2021	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Facilities

Expense Type	Partner	Budget Amount
	Greater Cincinnati Behavioral Health Services	63.78
	Sub-Total:	2,500.00
Utilities - (Estimated Annual Utilities)		
	ASPIRE - Hamilton City Schools	1,683.67
	Butler Tech	168.37
	CDJFS	2,525.51
	CDJFS TANF	11,785.70
	Community Development Professionals	168.37
	Easter Seals Tristate	4,209.18
	Mature Services	1,262.76
	ODJFS	5,892.86
	Opportunities for Ohioians with Disabilities (OOD)	841.84
	S.E.L.F.	2,525.51
	Veterans Services	841.84
	Butler-Warren Reentry Coalition	252.55
	Greater Cincinnati Behavioral Health Services	841.84
	Sub-Total:	33,000.00
	Total:	224,029.00

State Fiscal Year:	SFY2021 - SA Fiscal Year 2021	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Resource Room

Expense Type	Partner	Budget Amount
Internet Access - (Estimated Internet Access Cost)		
	ASPIRE - Hamilton City Schools	229.59
	Butler Tech	22.96
	CDJFS	344.39
	CDJFS TANF	1,607.13
	Community Development Professionals	22.96
	Easter Seals Tristate	573.98
	Mature Services	172.19
	ODJFS	803.57
	Opportunities for Ohioians with Disabilities (OOD)	114.80
	S.E.L.F.	344.39
	Veterans Services	114.80
	Butler-Warren Reentry Coalition	34.44
	Greater Cincinnati Behavioral Health Services	114.80
	Sub-Total:	4,500.00
Other - (Estimated Internet Access Cost)		
	ASPIRE - Hamilton City Schools	105.87
	Butler Tech	10.59
	CDJFS	158.80
	CDJFS TANF	741.07
	Community Development Professionals	10.59
	Easter Seals Tristate	264.67
	Mature Services	79.40
	ODJFS	370.54
	Opportunities for Ohioians with Disabilities (OOD)	52.93
	S.E.L.F.	158.80
	Veterans Services	52.93
	Butler-Warren Reentry Coalition	15.88
	Greater Cincinnati Behavioral Health Services	52.93
	Sub-Total:	2,075.00
	Total:	6,575.00
	OMJ Total:	309,652.61

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
Center Operator/Manager - (ONE-STOP OPERATOR/MANAGER)		
	ODJFS VETS	1,758.47
	ODJFS WP/TRADE/UIC	1,758.47
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	12,313.80
	CDJFS (TANF)	12,313.79
	EASTER SEALS	7,038.38
	GREATER CINCINNATI BEHAVIORAL HEALTH	1,758.47
	OLDER AMERICAN TITLE V (SCSEP)	879.24
	WIOA TITLE IV OOD	7,038.38
	Sub-Total:	44,859.00
Data Entry/Support Staff - (DATA ENTRY SUPPORT STAFF)		
	ODJFS VETS	805.72
	ODJFS WP/TRADE/UIC	805.72
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	5,642.07
	CDJFS (TANF)	5,642.07
	EASTER SEALS	3,224.92
	GREATER CINCINNATI BEHAVIORAL HEALTH	805.72
	OLDER AMERICAN TITLE V (SCSEP)	402.86
	WIOA TITLE IV OOD	3,224.92
	Sub-Total:	20,554.00
Fiscal Support Staff - (FISCAL SUPPORT STAFF)		
	ODJFS VETS	580.04
	ODJFS WP/TRADE/UIC	580.04
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	4,061.78
	CDJFS (TANF)	4,061.78
	EASTER SEALS	2,321.65
	GREATER CINCINNATI BEHAVIORAL HEALTH	580.04
	OLDER AMERICAN TITLE V (SCSEP)	290.02
	WIOA TITLE IV OOD	2,321.65
	Sub-Total:	14,797.00
Receptionist/Greeter - (RECEPTIONIST/GREETER)		
	ODJFS VETS	941.86
	ODJFS WP/TRADE/UIC	941.86
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	6,595.41
	CDJFS (TANF)	6,595.40
	EASTER SEALS	3,769.84
	GREATER CINCINNATI BEHAVIORAL HEALTH	941.86
	OLDER AMERICAN TITLE V (SCSEP)	470.93

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Center Personnel

Expense Type	Partner	Budget Amount
	WIOA TITLE IV OOD	3,769.84
	Sub-Total:	24,027.00
Technology Support Staff - (TECHNOLOGY SUPPORT STAFF)		
	ODJFS VETS	366.64
	ODJFS WP/TRADE/UIC	366.64
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	2,567.40
	CDJFS (TANF)	2,567.38
	EASTER SEALS	1,467.49
	GREATER CINCINNATI BEHAVIORAL HEALTH	366.64
	OLDER AMERICAN TITLE V (SCSEP)	183.32
	WIOA TITLE IV OOD	1,467.49
	Sub-Total:	9,353.00
	Total:	113,590.00

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Equipment and Supplies (Partner Use)

Expense Type	Partner	Budget Amount
Office Equipment - Copier - (COPIER & COPIER MAINTENANCE)		
	ODJFS VETS	90.36
	ODJFS WP/TRADE/UIC	90.36
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	632.72
	CDJFS (TANF)	632.72
	EASTER SEALS	361.65
	GREATER CINCINNATI BEHAVIORAL HEALTH	90.36
	OLDER AMERICAN TITLE V (SCSEP)	45.18
	WIOA TITLE IV OOD	361.65
	Sub-Total:	2,305.00
Telephone System - (TELEPHONE SYSTEM/EQUIPMENT)		
	ODJFS VETS	313.91
	ODJFS WP/TRADE/UIC	313.91
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	2,198.20
	CDJFS (TANF)	2,198.19
	EASTER SEALS	1,256.46
	GREATER CINCINNATI BEHAVIORAL HEALTH	313.91
	OLDER AMERICAN TITLE V (SCSEP)	156.96
	WIOA TITLE IV OOD	1,256.46
	Sub-Total:	8,008.00
	Total:	10,313.00

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Facilities

Expense Type	Partner	Budget Amount
Lease - (LEASE)	ODJFS VETS	1,478.39
	ODJFS WP/TRADE/UIC	1,478.39
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	10,352.49
	CDJFS (TANF)	10,352.49
	EASTER SEALS	5,917.33
	GREATER CINCINNATI BEHAVIORAL HEALTH	1,478.39
	OLDER AMERICAN TITLE V (SCSEP)	739.19
	WIOA TITLE IV OOD	5,917.33
	Sub-Total:	37,714.00
	Maintenance - Other - (MAINTENANCE - REPAIRS/UPKEEP & JANITORIAL)	ODJFS VETS
ODJFS WP/TRADE/UIC		608.34
WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH		4,259.97
CDJFS (TANF)		4,259.98
EASTER SEALS		2,434.93
GREATER CINCINNATI BEHAVIORAL HEALTH		608.34
OLDER AMERICAN TITLE V (SCSEP)		304.17
WIOA TITLE IV OOD		2,434.93
Sub-Total:		15,519.00
Utilities - (UTILITIES)	ODJFS VETS	518.15
	ODJFS WP/TRADE/UIC	518.15
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	3,628.34
	CDJFS (TANF)	3,628.34
	EASTER SEALS	2,073.90
	GREATER CINCINNATI BEHAVIORAL HEALTH	518.15
	OLDER AMERICAN TITLE V (SCSEP)	259.07
	WIOA TITLE IV OOD	2,073.90
Sub-Total:	13,218.00	
Total:	66,451.00	

State Fiscal Year:	SFY2020 - SA Fiscal Year 2020	Expense Type:	All
Cost Pool:	All	MOU Budget Status:	Approved
Partner:		Report Option:	Detail
Group1:	Expense Type		

Cost Pool: Resource Room

Expense Type	Partner	Budget Amount
Internet Access - (INTERNET ACCESS)		
	ODJFS VETS	155.23
	ODJFS WP/TRADE/UIC	155.23
	WIOA TITLE I - ADULT, DISLOCATED WORKER, YOUTH	1,087.02
	CDJFS (TANF)	1,087.03
	EASTER SEALS	621.32
	GREATER CINCINNATI BEHAVIORAL HEALTH	155.23
	OLDER AMERICAN TITLE V (SCSEP)	77.62
	WIOA TITLE IV OOD	621.32
	Sub-Total:	3,960.00
	Total:	3,960.00
	OMJ Total:	194,314.00

Attachment E

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WIOAPL 16-06 (State Mechanism for Funding OhioMeansJobs Center Infrastructure Costs)

Workforce Innovation and Opportunity Act Policy Letter No. 16-06

November 10, 2016

TO: Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Boards (WDBs), Fiscal Agents, and OhioMeansJobs Center Operators

FROM: Cynthia C. Dungey, Director

SUBJECT: State Mechanism for Funding OhioMeansJobs Center Infrastructure Costs

I. Purpose

The purpose of this policy is to communicate guidance and parameters for implementation of the state infrastructure funding mechanism when required partners and the local workforce development boards (WDB) cannot reach consensus on funding OhioMeansJobs Center infrastructure costs through the local infrastructure funding mechanism.

II. Effective Date

Immediately

III. Background

Per section 121 (h) of the Workforce Innovation and Opportunity Act (WIOA), states are required to develop an infrastructure funding mechanism that will be implemented by the state to determine and collect each partner's proportionate share of funds for OhioMeansJobs center infrastructure costs when a WDB and local partners in a local workforce development area cannot reach a consensus on infrastructure funding through the local infrastructure funding mechanism.

The state infrastructure funding mechanism must take into consideration the number of centers in the area, the population served, and services provided. It must take into account each local partner's costs for administration of the local workforce development system that are not for purposes related to OhioMeansJobs centers, as well as the statutory requirements for each partner program, all other legal requirements, and the ability of each partner program to fulfill those requirements.

The Ohio Department of Job and Family Services (ODJFS), as the state workforce agency responsible for administration and oversight of WIOA, will provide guidance, technical assistance, and facilitation as needed to local WDBs, chief elected officials, and partners in determining equitable and stable methods of funding the infrastructure costs.

IV. Definitions

Cap on required contributions: The maximum dollar amount a local partner is mandated to contribute under the state infrastructure funding mechanism. Each partner's maximum cap is defined in section 121(h)(2)(D)(ii) of WIOA as a specific percentage of the partner's annual federal funding for workforce programs (i.e., education, employment, and training activities delivered using that funding.)

Infrastructure funding: Contributions to pay for nonpersonnel costs necessary to operate an OhioMeansJobs Center, including rent, utilities, maintenance, supplies, equipment, technology to facilitate access, and outreach activities.

Local Memorandum of Understanding (MOU): The agreement resulting from negotiations at the local level that describes the roles and responsibilities of the local WDB and local partners in the operation of the OhioMeansJobs Centers and participation in the local workforce development system. The MOU lists each local partner's proportionate share of infrastructure costs and the costs for shared services as well as other locally negotiated terms.

Non-required partner: An entity voluntarily participating in the local OhioMeansJobs Center system that is not carrying out any of the programs or activities that would mandate such participation under WIOA.

Participating area: A local workforce development area subject to the state infrastructure funding mechanism during a given program year; or an area in which the partners failed to complete the local MOU negotiation process for one or more OhioMeansJobs Centers in the area.

Partner: The collective term to reference both required and non-required partners.

Requested contribution: The aggregate annual state infrastructure costs allocable to a required partner based on the MOU budgets from all participating areas where the partner has a presence; or a partner's actual cost and benefit received from OhioMeansJobs Center participation within the areas participating in the state infrastructure funding methodology.

Required partner: An entity carrying out programs or activities listed in WIOA section 121(b)(1)(B) which mandates participation in the local OhioMeansJobs Center delivery system.

V. Requirements

A. Methods for Determining Infrastructure Costs

Section 121 (h) of WIOA provides two options for determining the partners' proportionate share of infrastructure costs for certified OhioMeansJobs centers located in the workforce development area:

Method 1: Local Funding Mechanism - A local funding methodology is agreed upon by the local board, chief elected official(s), and partners as defined in the local MOU.

Prior to the beginning of each program year, the partners in each local workforce development area will participate in a negotiation process to determine how to fund the costs of the area's certified OhioMeansJobs Center(s) in the upcoming program year. ODJFS will provide guidance and technical assistance to the partners to facilitate the MOU negotiation process. The MOU describing the locally-defined funding method and total costs signed by the partners, WDB, and chief elected official(s), must be submitted to the state workforce agency by May 31st for the subsequent program year beginning on July 1st.

Method 2: State Infrastructure Funding Mechanism - If no consensus agreement is reached using the local infrastructure funding method, the state infrastructure funding mechanism will be implemented.

When ODJFS receives notice from WDB that it, the chief elected official(s), and area partners are unable to reach consensus on the funding of infrastructure costs, ODJFS, in consultation with state-level partner agencies, will provide local mediation and negotiation assistance to help the area reach consensus under the local infrastructure mechanism. If consensus still cannot be reached, the state infrastructure funding mechanism will be implemented.

Areas that have not submitted a signed MOU for the upcoming state fiscal year (beginning July 1st) by May 31st, or have not notified ODJFS that consensus has been reached on funding the OhioMeansJobs Center costs by May 31st, will be considered to have failed the local infrastructure mechanism. These areas will be subject to the state infrastructure funding mechanism.

B. State Infrastructure Funding Formula

For each local workforce development area subject to the state infrastructure funding mechanism, ODJFS will calculate the total amount payable by each required partner in a participating area, using the following methodology:

1. **Identification of negotiated infrastructure costs:** ODJFS will identify the infrastructure costs and each partner's share of those costs from the most recent MOU successfully negotiated by the partners in the participating area.
2. **Infrastructure cost adjustments:** The budget associated with the most recent MOU will be adjusted as described below:
 - A. Personnel costs within the MOU budget will be subtracted from the total cost to be requested from the partners.
 - B. Costs charged to non-required partners and Native American programs will be subtracted from the total amount to be requested from the remaining partners.
 - C. Alternative funding that would defray the costs to partners will be subtracted from the total to be requested from the partners.
 - D. Infrastructure costs may be increased by up to three percent over the most recent MOU budget for each consecutive year the area participates in state infrastructure funding if such cost increases are supported by documentation.

3. **Partner funding requests:** Each required partner will be notified of its aggregate costs in all participating areas in which the partner has a presence. Each partner must notify ODJFS if the requested amount exceeds the cap on required contributions listed in section 121 (h)(2)(D)(ii) of WIOA.
4. **Calculation of allocations:** If any required partner's cap is exceeded and the partner will not voluntarily contribute the requested contribution, the state infrastructure allocations for all participating areas in which that partner has a presence will be reduced proportionately until the total allocations to the participating areas do not exceed the contributions from the required partners. ODJFS will notify each participating area of its final calculated annual state infrastructure funding allocation.

Attachment 1 to this policy - State Infrastructure Funding Methodology - contains more details about the above steps.

C. Allocation Process

Each participating area will receive quarterly allocations for OhioMeansJobs center infrastructure costs. To fund these awards, ODJFS will collect required contributions from each partner with a presence in participating areas at the beginning of each calendar quarter by invoicing the required partners for one-fourth of the partner's annual contribution. Once the funds are collected from the partners, the contribution from each partner will be divided among the participating areas according to the formula for state infrastructure funding, aggregated with the other required partner contributions to that participating area, and issued as a single allocation to the area's WIOA fiscal agent.

Participating areas may draw the allocated state infrastructure funds to pay for actual costs of OhioMeansJobs center operations for line items of expense identified by ODJFS as infrastructure costs in the most recently negotiated MOU. Actual costs must be reported against the allocations using financial system codes established by ODJFS. Participating areas must maintain records documenting their actual costs paid with state infrastructure funding dollars in accordance with the records retention schedule identified in the WIOA subgrant agreement. ODJFS will conduct monitoring to ensure costs are allowable and properly documented.

D. Completion of MOU Negotiation

Implementation of the state infrastructure funding mechanism does not relieve the WDB or partners from the responsibility to negotiate for other required aspects of the local MOU including provision of shared career services, common costs such as costs of intake, assessment, and appraisal of basic service needs, and methods of referral. Personnel costs are excluded from the state infrastructure funding calculation and will need to be negotiated separately among the partners and included along with the state infrastructure funding in the MOU budget.

If the state infrastructure funding allocation amount from a required partner will be less than the infrastructure costs originally budgeted in the MOU for a participating area, partners will be directed to reenter negotiations to resolve the shortage in a manner that is consistent with the laws and regulations that authorize each partner's program. Participating areas must submit a completed MOU signed by all parties and

containing all required elements including the resource sharing budget reflecting each partner's contribution under state infrastructure funding and any additional contributions by June 30th. Delaying the submission of the MOU may delay the issuance of the state infrastructure funding allocation.

E. Coordination of State Agency Required Partners

At the beginning of each biennium, the state agencies responsible for administration and oversight of required partner programs listed in section 121 (b)(1)(B) of WIOA (state partners) will execute an interagency agreement in which the state partners will ensure that program funds in an amount not to exceed the cap listed in section 121 (h)(2)(D)(ii) of WIOA will be available to pay required contributions in the event that the state infrastructure mechanism has to be implemented for one or more local workforce development areas. If the infrastructure funding mechanism is implemented in any local area, ODJFS will enter into a similar agreement at that time with any required partner receiving its funds directly from a federal agency rather than through a state agency pass-through.

If the infrastructure funding mechanism is implemented in any area, ODJFS will provide state partners with a list of all areas that successfully negotiated MOUs and those that will be subject to the state infrastructure funding mechanism along with the amounts of required contributions needed from each partner for each participating area.

F. Partner Appeals

Partners may appeal the determination of state infrastructure funding contributions on the basis that such determination is inconsistent with this policy or with any part of section 121(h) of WIOA. The appeals process is as follows:

- Within 21 calendar days from the date of receipt of the notice of state infrastructure funding determination, the partner(s) may file an appeal to the State in writing that clearly describes the reason(s) the partner is disputing the required contribution amount calculated under the state infrastructure funding mechanism.
- The State will review the request for appeal.
- The State will notify the partner of its actions in writing within 30 calendar days upon receipt of the appeal.

The flowchart in Attachment 2 illustrates the state infrastructure funding process graphically.

VI. Monitoring

Through the state's monitoring system, program monitors and auditors will review the area's MOU negotiation process during the annual onsite monitoring review for compliance with federal and state laws and regulations. Any issues will be handled through the state's monitoring resolution process.

VII. Technical Assistance

For technical assistance, you may send your request to the Office of Workforce Development: OWDGRANTS@jfs.ohio.gov.

containing all required elements including the resource sharing budget reflecting each partner's contribution under state infrastructure funding and any additional contributions by June 30th. Delaying the submission of the MOU may delay the issuance of the state infrastructure funding allocation.

Coordination of State Agency Required Partners

At the beginning of each planning, the state agencies responsible for administration and oversight of required partner programs listed in section 131(B)(8) of WIOA (state partner) will execute an interagency agreement in which the state partner will ensure that program funds in an amount not to exceed the cap listed in section 131(B)(2)(D)(ii) of WIOA will be available to pay required contributions in the event that the state infrastructure funding mechanism has to be implemented for one or more local workforce development areas. If the infrastructure funding mechanism is implemented in any local area, ODJFS will enter into a written agreement at that time with any required partner receiving its funds directly from a federal agency rather than through a state agency pass-through.

If the infrastructure funding mechanism is implemented in any area, ODJFS will provide state partners with a list of all areas that successfully negotiated MOUs and those that will be subject to the state infrastructure funding mechanism along with the amounts of required contributions needed from each partner for each participating

Partner Appeals

Partners may request the determination of state infrastructure funding contributions on the basis that such determination is inconsistent with this policy or with any part of section 131(h) of WIOA. The appeals process is as follows:

- Within 31 calendar days from the date of receipt of the notice of state infrastructure funding determination, the partner(s) may file an appeal to the state in writing that clearly describes the reason(s) the partner is disputing the required contribution amount calculated under the state infrastructure funding mechanism.
- The state will review the request for appeal.
- The state will notify the partner of its action in writing within 30 calendar days upon receipt of the appeal.

The flowchart in Attachment 2 illustrates the state infrastructure funding process graphically.

Monitoring

Through the state's monitoring system, program monitors and auditors will review the state's MOU negotiation process during the annual on-site monitoring review for compliance with federal and state laws and regulations. Any issues will be handled through the state's monitoring resolution process.

Technical Assistance

For technical assistance, you may send your request to the Office of Workforce Development at WIOA@OHIO.GOV.

VIII. References

Workforce Innovation and Opportunity Act, § 121, Public Law 113-128.

20 C.F.R. §§ 678.700 thru 678.760.

2 C.F.R. Parts 200 and 2900.

Attachments

Attachment 1: State Infrastructure Funding Methodology

Attachment 2: State Infrastructure Funding Process Flow

Attachment E-1

Attachment 1: State Infrastructure Funding Methodology

This methodology details the state infrastructure funding formula process summarized in the state policy on infrastructure funding for local workforce development areas that fail to reach a consensus with required partners on funding the infrastructure costs for the operation of OhioMeansJobs Centers. In June of each year, ODJFS, as the state workforce agency, will calculate the amount of infrastructure costs payable by each required partner through the state infrastructure funding mechanism as follows:

1. Identification of negotiated infrastructure costs

For each area subject to the state infrastructure funding mechanism (participating area), ODJFS will identify the infrastructure costs and each required partner's share of those costs from the most recent MOU that was successfully negotiated by the local workforce development boards (WDBs) and partners. This amount will serve as the base for how much will be allocated to the area, subject to adjustments identified below.

If the OhioMeansJobs Centers contained within a local area changes in the subsequent program year due to designation or re-designation of the area, the area's infrastructure costs and partner shares for the upcoming program year will be calculated by summing the most recently negotiated MOU costs in total and by partner for those OhioMeansJobs Center(s) that will be included in the area following designation or re-designation.

If an area wishes to increase infrastructure funding for its OhioMeansJobs Centers, such as by adding additional centers, enhancing service delivery at greater expense, or expanding facility square footage, the area will need to complete a local MOU negotiation with a budget agreed upon by the partners in order to implement such cost increases.

2. Infrastructure cost adjustments

The total infrastructure costs and partner shares identified in the previous step for each OhioMeansJobs Center in each participating area will be adjusted as follows:

- A. Costs of personnel, which are normally identified within the One-Stop Management Cost Pool in the MOU budget, will be subtracted from the state infrastructure funding to be requested from the partners. Personnel costs are not included in state infrastructure funding calculations and therefore must be negotiated separately and collected from partners using local invoicing processes.
- B. Costs charged to non-required partners and Native American programs will be subtracted from the total amount to be requested from remaining partners. Any partner that is providing services through the

OhioMeansJobs centers and therefore receiving a benefit from use of the centers must pay its proportionate share of infrastructure costs. Participating areas must collect payments from non-required partners and Native American programs using local invoicing processes. These contributions will be considered contributions beyond the funding amount allocated to the participating area as state infrastructure funding.

Any new required partners that did not participate in the most recent MOU identified above will be treated as non-required partners and excluded from the state infrastructure funding process until after the participating area successfully completes a local MOU negotiation to include the new partners. Participating areas should collect infrastructure costs from excluded new partners using local invoicing processes.

- C. By May 31st, the area shall notify ODJFS of any new alternative funding it plans to use to cover costs of its OhioMeansJobs Centers in the upcoming program year, such as contributions from a county general fund, non-federal funds, philanthropic organizations, fees or donations from private entities, or other financing options meant to defray partner infrastructure costs. ODJFS will reduce each required partner's share of the participating area's infrastructure costs proportionately by the total alternative funding the participating area plans to expend.
- D. For each year that the area participates in state infrastructure funding, the area may request an increase in allocation amount (and in each partner's calculated share) of up to three percent over the most recently negotiated MOU cost. The request for an increase in infrastructure funding must be submitted to the state workforce agency by May 31st for the upcoming state fiscal year and must include documentation of actual annual costs in excess of the current infrastructure funding. If the increase in state infrastructure funding causes any required partner to exceed its cap on required contributions, the partner will not be required to pay more than its statutory cap. The state workforce agency will review the area's request and notify the area of approval or denial of the cost increase amount.

3. Partner funding requests

If one or more local areas failed to complete the local MOU negotiation process, ODJFS will provide written notice to partners having a presence in the participating area(s) that the state will collect the partners' shares of infrastructure funding in the upcoming state fiscal year and will include each partner's required contribution in the notice.

Each required partner's cap on required contributions is defined in section 121(h)(2)(D)(ii) of WIOA as a specified percentage of the partner's workforce development funding used for education, employment, and training activities

(which may be less than the total federal funding received for the program.)
The maximum caps pertaining to each program are:

- For the WIOA youth, adult, or dislocated worker programs, no more than 3 percent of Federal funds provided to carry out the program.
- For the Wagner-Peyser Act, no more than 3 percent.
- For vocational rehabilitation programs funded under the Rehabilitation Act, no more than 0.75 percent of Federal funds provided in State Fiscal Year (SFY) 2016; 1.0 percent in SFY 2017; 1.25 percent in SFY 2018; and 1.5 percent thereafter.
- For other required partners, no more than 1.5 percent of Federal funds provided to carry out the education or employment and training program in the fiscal year.

If the required contribution exceeds a partner's cap, the partner must notify ODJFS within 30 days that its cap is exceeded. The partner must also provide federal award letters or other documentation verifying its current funding for workforce development activities funded from any programs listed in section 121(b)(1)(B) of WIOA that are administered by the partner. A partner may opt to contribute more than its cap on required contributions and, if this is the case, must notify the ODJFS of the dollar amount in excess of the cap that it will contribute.

ODJFS will also execute agreements with all required partners that have a presence in the participating area(s) other than Native American programs. For local partner programs administered by a state agency, ODJFS will execute an interagency agreement with the state agency, which will represent all local partners. If the infrastructure funding mechanism is implemented in an area, ODJFS will execute agreements with required local partners that receive funding directly from a federal agency or that are not under state-level oversight. The agreements will ensure that required partners will have funding available and will pay their required contributions if ODJFS must implement the state infrastructure funding mechanism for a local area.

Required partners participating in state infrastructure funding will be invoiced quarterly for one-fourth of the annual required contribution calculated for infrastructure costs. For most partners, other than those noted as exceptions in section 121(h)(2)(D)(i)(II) of WIOA, contributions made to state infrastructure funding must be provided only from the funds available for costs of administration under the program and shall be subject to any programmatic limitations on administrative expenditures.

4. Calculation of allocations

If a partner verifies that its cap on required contributions (plus any voluntary contribution) is less than the requested contribution, partners in each participating area will be directed to reenter negotiations to resolve the shortage in a manner that is consistent with the federal laws and regulations that authorize each partner's program.

The state infrastructure funding allocated to each participating area will be reduced proportionately to not exceed the partner's cap (plus voluntary contribution). Each affected area's reduction in state infrastructure funding will equal the total requested contribution in excess of the partner's cap (or cap plus voluntary donation) times the ratio of the area's requested contribution from that partner to the partner's total requested contribution.

For example, if the contribution requested from a partner exceeds the partner's cap plus voluntary donation by \$10,000.00 and a given area's requested infrastructure funding from the partner equals 30 percent of that partner's total requested contribution for all areas participating in state infrastructure funding, the example area's infrastructure funding will be reduced by 30 percent of \$10,000.00, or by \$3,000.00.

In short, the amount to be allocated to each area under this methodology will equal:

- The sum total of infrastructure costs negotiated by the partners in the most recent MOU for the OhioMeansJobs Centers to be included in the participating area in the upcoming year;
- Less the amount of any personnel costs listed in the most recent MOU (which must be negotiated separately and collected locally);
- Less costs attributed to non-required partners or Native American programs (which must be collected locally);
- Less planned alternative funding sources that will be used to defray partner costs;
- Plus an increase of up to 3 percent for each consecutive year the area participates in state infrastructure funding (if justified by actual cost data);
- Less the proportionate reductions in funding for any required partners whose requested contributions exceeded the cap on required contributions (plus voluntary donation, if any);
- Less any contributions that ODJFS is unable to collect from partners;
- Less the WIOA formula funds in support of local infrastructure funding which are already allocated to the area.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1276

Adopted Date October 01, 2019

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/24/19, 9/26/19, and 10/1/19 as attached hereto and made a part hereof.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 19-1277

Adopted Date October 01, 2019

APPROVE BOND RELEASE FOR ATLANTIC HOMES, INC. FOR COMPLETION OF IMPROVEMENTS IN 21 OAKS SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	21 Oaks
Developer	:	Atlantic Homes, Inc.
Township	:	Hamilton
Amount	:	\$4,000.00
Surety Company	:	Peoples Community Bank – Official Check #21800235

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer (c/o – Soil & Water)
OMB – S. Spencer
Soil & Water (file)
Bond Agreement file

Resolution

Number 19-1278

Adopted Date October 01, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 2, SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-015 (W/S)
Development	:	Kerrisdale Subdivision, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$50,913.96
Surety Company	:	The Hanover Insurance Company (#1078819)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC; 9349 Waterstone Blvd, Suite 100; Cincinnati, OH 45249
The Hanover Insurance Company; 440 Liconln Street; Worchester, MA 01653
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

Bond #1078819 19-015 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kerrisdale
Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in
Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$509,139.70,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
Zero (\$0); and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$50,913.96 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

Ph. (508) 853 - 7200

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

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

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

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

 Original Escrow Letter (attached)

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

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

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

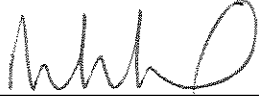
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 


PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 9/23/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: September 23, 2019

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1278, dated 10/1/19

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/1/19

RECOMMENDED BY:

By: Max Burch
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Kerik Aul
COUNTY PROSECUTOR

Key:

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

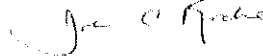
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

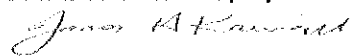
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

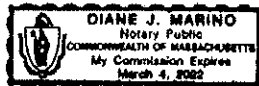


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

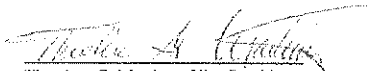



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of September 2019

CERTIFIED COPY


Theodore G. Martinez, Vice President

Resolution

Number 19-1279

Adopted Date October 01, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN KERRISDALE SUBDIVISION, SECTION 2 SITUATED IN DEERFIELD TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-015 (P/S)
Development	:	Kerrisdale Subdivision, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Deerfield
Amount	:	\$340,400.75
Surety Company	:	Hanover Insurance Company (1078818)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

Bond #1078818 - 19-015(P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and The Hanover Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Kerrisdale Subdivision, Section/Phase 2 (3) (hereinafter the "Subdivision") situated in Deerfield (4) Township, Warren County, Ohio, in accordance with the Warren County Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$790,833.88, and that the Improvements that have yet to be completed and approved may be constructed in the sum of \$261,846.73; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$340,400.75 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within One (1) years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$158,166.78 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd., Suite 100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

The Hanover Insurance Company

440 Lincoln Street

Worcester, MA 01653

Ph. (508) 853 - 7200

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

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

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

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

Original Escrow Letter (attached)

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

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

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

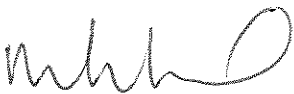
16. **In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.**

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 9/23/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Denise Nelson

TITLE: Attorney-In-Fact

DATE: September 23, 2019

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1279, dated 10/1/19

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: 

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/1/19

RECOMMENDED BY:

By: 
COUNTY ENGINEER

APPROVED AS TO FORM:

By: 
COUNTY PROSECUTOR

Key:

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

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen A. Vansovich, Julieann Johnston, Denise Nelson, Deborah L. Williams, Michael D. Ward and/or Stephanie McQuillen Of Huntington Insurance, Inc. of Columbus, OH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of May, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John C. Roche
John C. Roche, EVP and President

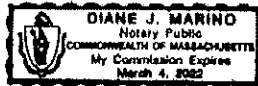


The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawiecki
James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of May, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 23rd day of September 2019

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Resolution

Number 19-1280

Adopted Date October 01, 2019

ENTER INTO A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN RIVERCREST SECTION FOUR, PHASE B SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-014 (W/S)
Development	:	Rivercrest Section Four, Phase B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$20,303.36
Surety Company	:	Berkley Insurance Company (0225052)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cgb

cc: M/I Homes of Cincinnati, LLC, 9349 Waterstone Blvd., Suite 100, Cincinnati OH 45249
Berkley Insurance Company, 475 Streamboat Road, Greenwich, CT 06830
Water/Sewer (file)
Bond Agreement file

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

WATER AND/OR SANITARY SEWER

Security Agreement No.

Bond # 0225052 19-014 (w/s)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Rivercrest
_____ **Subdivision, Section/Phase** 4B (3) (hereinafter the "Subdivision") situated in
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$203,033.70,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$0; and,

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

NOW, THEREFORE, be it agreed:

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

2. The County Commissioners will, upon approval of the County Sanitary Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Sanitary Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for one year maintenance, the Performance Obligation shall become null and void.
6. The Developer will provide **maintenance security** to the County Commissioners in the sum of \$20,303.36 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Sanitary Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than ten percent (10%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Sanitary Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC

9349 Waterstone Blvd. #100

Cincinnati, OH 45249

Ph. (513) 248 - 5400

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (866) 768 - 3534

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

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

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

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

_____ Original Escrow Letter (attached)

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

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

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

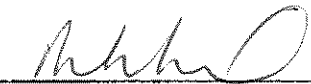
16. In the event that Surety shall fail to make funds available to the County Commissioners in accordance with Paragraphs 4 or 9, as applicable, within thirty (30) days after notification of default, then amounts due shall bear interest at eight per cent (8%) per annum.

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

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

DEVELOPER:

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

SIGNATURE: 

PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 9/20/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Deborah L. Williams

TITLE: Attorney In Fact

DATE: September 20th, 2019

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IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 19-1280, dated 10/1/19

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/1/19

RECOMMENDED BY:

By: Chris Bayne
SANITARY ENGINEER

APPROVED AS TO FORM:

By: Keith W. Anderson
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Denise Nelson; Michael D. Ward; Deborah L. Williams; or Stephanie A. McQuillen of Huntington Insurance, Inc. of Columbus, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of January, 2018.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of January, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of September, 2011.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Resolution

Number 19-1281

Adopted Date October 01, 2019

ENTER INTO STREET AND APPURTENANCES (INCLUDING SIDEWALKS) SECURITY AGREEMENT WITH M/I HOMES OF CINCINNATI, LLC, FOR INSTALLATION OF CERTAIN IMPROVEMENTS IN RIVERCREST, SECTION 4 PHASE B SITUATED IN HAMILTON TOWNSHIP

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

SECURITY AGREEMENT

Bond Number	:	19-016 (P/S)
Development	:	Rivercrest, Section 4, Phase B
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$151,580.59
Surety Company	:	Berkley Insurance Company (0225051)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

STREETS AND APPURTENANCES

Security Agreement No.

Bond # 0225051

19-016 (P/S)

This Agreement made and concluded at Lebanon, Ohio, by and between _____
M/I Homes of Cincinnati, LLC (1) (hereinafter the "Developer") and the
Warren County Board of County Commissioners, (hereinafter the "County Commissioners"), and
Berkley Insurance Company (2) (hereinafter the "Surety").

WITNESSETH:

WHEREAS, the Developer is required to install certain improvements in Rivercrest
Subdivision, Section/Phase 4B (3) (hereinafter the "Subdivision") situated in
Hamilton (4) Township, Warren County, Ohio, in accordance with the Warren County
Subdivision regulations (hereinafter called the "Improvements"); and,

WHEREAS, it is estimated that the total cost of the Improvements is \$333,635.41,
and that the Improvements that have yet to be completed and approved may be constructed in the sum of
\$116,600.45; and,

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

NOW, THEREFORE, be it agreed:

1. The Developer will provide **performance security** to the County Commissioners in the sum of \$151,580.59 to secure the performance of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations (hereinafter the Performance Obligation). If any sum greater than zero (0) is inserted herein, the **minimum performance security** shall be twenty percent (20%) of the total cost of the Improvements.

2. The County Commissioners will, upon approval of the County Engineer of all Improvements in the Subdivision, tentatively accept all Improvements.
3. The Developer shall be in default of the Performance Obligation if the construction or installation of any Improvement by the Developer is not completed within 1 years from the date of the execution of this agreement, as determined by the County Engineer. The same shall apply whenever construction of the Improvements is not performed in accordance with the Warren County subdivision regulations.
4. The condition of the Performance Obligation shall be that whenever the Developer shall be declared by the County Commissioners to be in default, the Surety and the Developer shall, upon written notification of default by the County Commissioners to the Surety promptly make sufficient funds available to the County Commissioners to pay the cost of the completion of the construction of the uncompleted or unapproved Improvements in accordance with Warren County subdivision regulations, including any costs incurred by the County Commissioners which are incidental to the completion of the construction of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the judgment of the County Commissioners, be necessary, preparation of bid documents, etc., but not exceeding the amount set forth in Item 1 hereof. The Developer shall have the opportunity to respond in writing within two (2) weeks of receipt of notice of intent to find the Developer in default. In the case that the performance security given is in the form of a cashier's check or certified check provided directly to the County Commissioners, the County Commissioners may apply such funds as set forth herein upon notification of default to the Surety. The determination of the amount of funds to be disbursed by Surety to the County Commissioners as set forth in the aforesaid notification is final and binding upon the parties hereto. However, the foregoing shall not release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the County Commissioners in the completion of the construction or installation of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the County Commissioners for any such deficiency.
5. **The County Commissioners, the Developer and Surety mutually agree that the Performance Obligation created herein shall continue until the completion of the installation of the Improvements in accordance with Warren County subdivision regulations and that upon the Improvements having been inspected and approved for two years maintenance, the Performance Obligation shall become null and void after the Developer posts the maintenance security provided for herein.**
6. The Developer will provide maintenance security to the County Commissioners in the sum of \$66,727.08 to secure the performance of all maintenance upon the Improvements as determined to be necessary by the County Engineer (hereinafter the Maintenance Obligation). In no event shall the sum provided for herein be less than twenty percent (20%) of the estimated total cost of the Improvements as set forth above.

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

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

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

A. To the County Commissioners:

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

B. To the County Engineer:

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

C. To the Developer:

M/I Homes of Cincinnati, LLC
9349 Waterstone Blvd. #100
Cincinnati, OH 45249
Ph. (513) 248 - 5400

D. To the Surety:

Berkley Insurance Company

475 Steamboat Road

Greenwich, CT 06830

Ph. (866) 768 - 3534

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

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

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

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

 Original Escrow Letter (attached)

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

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

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


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

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

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

DEVELOPER:

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

SIGNATURE: 


PRINTED NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 9/20/19

SURETY:

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

SIGNATURE: 

PRINTED NAME: Deborah L. Williams

TITLE: Attorney In Fact

DATE: September 20th, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners have caused this security agreement to be executed by the President of the Board, on the date stated below, pursuant to Board Resolution Number 1a-1201, dated 10/1/19.

WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE: Shannon Jones

PRINTED NAME: Shannon Jones

TITLE: President

DATE: 10/1/19

RECOMMENDED BY:

By: Neil F. Tunison / NFM
COUNTY ENGINEER

APPROVED AS TO FORM:

By: Karl W. ...
COUNTY PROSECUTOR

Key:

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

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Denise Nelson; Michael D. Ward; Deborah L. Williams; or Stephanie A. McQuillen of Huntington Insurance, Inc. of Columbus, OH* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of January, 2018.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of January, 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of September, 2019.

(Seal)

Vincent P. Forte
Vincent P. Forte

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Resolution

Number 19-1282

Adopted Date October 01, 2019

APPROVE RECORD PLATS

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


- Kerrisdale Subdivision Section 2 – Deerfield Twp.
- Kerrisdale Subdivision Section 2 Easement Plat– Deerfield Twp.
- Rivercrest Section Four Phase B– Hamilton Twp.

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Plat File
RPC

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1283

Adopted Date October 01, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO CORONER FUND #11012100

BE IT RESOLVED, to approve the following supplemental appropriation:

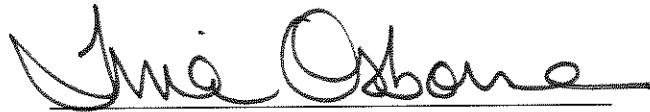
\$30,300.00 into #11012100-5400 (Coroner – Purchased Services)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Supplemental App. file
Coroner (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1284

Adopted Date October 01, 2019

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

\$10,000.00 into 44793850-5317 (Non Capital Purchases)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor ✓
Supplemental Appropriation file
Airport (file)
OMB

Resolution

Number 19-1285

Adopted Date October 01, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE DETENTION FUND #11012600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Detention Fund #11012600 in order to process a vacation leave payout for Nicholas Haney and David Jarvis former employees of the Juvenile Detention Center:

\$1493.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012600-5882	(JDC - Vacation Leave Payout)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1286

Adopted Date October 01, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN COURT OF COMMON PLEAS
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 10,000 from #11011220-5820 (Health/Life Insurance)
 into #11011220-5441 (Jury/Witness/Interpreters Fees)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 19-1287

Adopted Date October 01, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN INFORMATION TECHNOLOGY
DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$120,000.00 from #11011400-5317 (IT Non Capital Purchase)
Into #11011400-5318 (Data Bd Approv Non Cap)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

Resolution

Number 19-1288

Adopted Date October 01, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN INFORMATION TECHNOLOGY
DEPARTMENT FUND #11011400

BE IT RESOLVED, to approve the following appropriation adjustment:

\$250,000.00 from #11011400-5321 (DT BD APR CAP BOCC)
into #11011400-5400 (IT Purchased Services)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Information Technology (file)

Resolution

Number 19-1289

Adopted Date October 01, 2019

APPROVE APPROPRIATION ADJUSTMENTS WITHIN FACILITIES MANAGEMENT
#11011600

BE IT RESOLVED, to approve the following appropriation adjustments:

\$50,000.00 from #11011600-5430 (Facilities Utilities)

\$30,000.00 into #11011600-5210 (Material & Supplies)

\$20,000.00 into #11011600-5400 (Purchased Services)

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1290

Adopted Date October 01, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE
FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000 from #11011620-5400 (Garage Purchase Services)
 into #11011620-5850 (Garage Training)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
 Appropriation Adj. file
 Garage (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 19-1291

Adopted Date October 01, 2019

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

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 941.37 from #11012300-5830 (Workers' Comp)
 into #11012300-5317 (Non Capital Purchases)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 19-1292

Adopted Date October 01, 2019

APPROVE APPROPRIATION ADJUSTMENT FROM VETERANS FUND 11015220 INTO
11015210

BE IT RESOLVED, to approve the following appropriation adjustment:

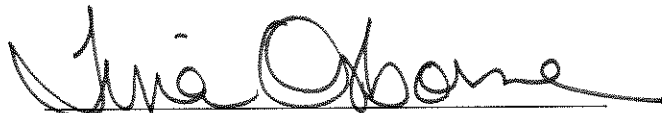
\$40,000.00	from	#11015220-5920	(VET ALLOWANCES)
	into	#11015210-5820	(VET HEALTH INS)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Veterans (file)

Resolution

Number 19-1293

Adopted Date October 01, 2019

APPROVE APPROPRIATION ADJUSTMENT WITHIN ENGINEER'S OFFICE FUND #5590

BE IT RESOLVED, to approve the following appropriation adjustment:

\$17,467.50 from #55903090-5320 (Capital Purchases)
into #55903090-5400 (Purchased Services)

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

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

Resolution adopted this 1st day of October 2019.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Engineer (file)