

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

Resolution

Number 21-0447

Adopted Date April 06, 2021

HIRE DEVIN NEWMAN AS WATER TREATMENT PLANT TECHNICIAN, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

BE IT RESOLVED, to hire Devin Newman as a Water Treatment Plant Technician within the Warren County Water and Sewer Department, classified, full-time permanent, non-exempt status (40 hours per week), nonstandard work week, Pay Range #13, \$15.41 per hour, effective April 13, 2021 subject to a negative background check, drug screen, and a 365-day probationary period.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

H/R

cc: D. Newman's Personnel file
Water/Sewer (file)
OMB – Sue Spencer
Theresa Reier

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

Resolution

Number 21-0448

Adopted Date April 06, 2021

ACCEPT RESIGNATION OF JAMES BLAIR, SEWER COLLECTION WORKER III,
WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE
APRIL 8, 2021

BE IT RESOLVED, to accept the resignation of James Blair, Sewer Collection Worker III, within
the Warren County Water and Sewer Department, effective April 8, 2021.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
J. Blair's Personnel File
OMB – Sue Spencer
Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0449

Adopted Date April 06, 2021

APPROVE REAPPOINTMENT TO THE MENTAL HEALTH RECOVERY BOARD
SERVING WARREN & CLINTON COUNTIES

BE IT RESOLVED, to approve the following reappointment to the Mental Health Recovery Board Serving Warren & Clinton Counties:

Rahul Gupta reappointment term to expire 6/30/25

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/to

cc: Mental Health Recovery Board (file)
Appointee
Appointment file
Laura Lander

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0450

Adopted Date April 06, 2021

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETING OF THURSDAY,
APRIL 8, 2021

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, April
8, 2021.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor
Commissioners file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0451

Adopted Date April 06, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO BARRETT PAVING MATERIALS INC. FOR THE 2021 RESURFACING PROJECT

WHEREAS, bids were closed at 9:15 a.m., March 23, 2021, and the bids received were opened and read aloud for the 2021 Resurfacing Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil Tunison, County Engineer "Barrett Paving Materials Inc., has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Engineer's Office, that it is the intent of this Board to award the bid to "Barrett Paving Materials Inc., 3751 Commerce Drive, Franklin, Ohio" for a total contract price of \$4,846,797.18. The Warren County Engineer's portion of the total bid price is \$2,760,701.31. The remaining portion of the total bid will be the responsibility of the various townships listed in Exhibit A of the bid packet.

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

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LLA

cc: Engineer (file)
OMB Bid file

Resolution

Number 21-0452

Adopted Date April 06, 2021

APPROVE NOTICE OF INTENT TO AWARD BID TO GUARDIAN RFID FOR THE WARREN COUNTY NEW JAIL & SHERIFF'S OFFICE RFID INMATE TRACKING SYSTEM PROJECT

WHEREAS, bids were closed at 10:00 a.m., March 16, 2021, and the bids received were opened and read aloud for the Warren County New Jail & Sheriff's Office RFID Inmate Tracking System Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Barry Riley, Chief Deputy, Warren County Sheriff's Office, Guardian RFID has been determined to be the lowest and best bidder; and

WHEREAS, Guardian RFID was the only bidder with a purchase option price of \$71,079.85 and a lease option price of \$65,634.85; and

WHEREAS, Chief Deputy Riley recommended the purchase option and desires to change the quantities of some of the items in the bid for a new total price of \$68,875.20 including shipping and handling; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Chief Deputy Barry Riley, that it is the intent of this Board to award the contract to Guardian RFID, 6900 Wedgwood Rd. N, Suite 325, Maple Grove, Minnesota for a total contract price of \$68,875.20; and

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

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LLA

cc: Sheriff's Office (file)
OMB Bid file

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

Resolution

Number 21-0453

Adopted Date April 06, 2021

ADVERTISE FOR BIDS FOR THE UPDATE ENDPOINT DETECTION AND RESPONSE PROJECT

BE IT RESOLVED, to advertise for bids for the Update Endpoint Detection and Response Project for Warren County Telecommunications, bid opening to be April 27, 2021, at 9:15 a.m.; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Internet website, beginning the week of April 11, 2021; bid opening to be April 27, 2021 @ 9:15 a.m.

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

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

LL\

cc: Telecom (file)
OMB Bid file

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

Resolution

Number 21-0454

Adopted Date April 06, 2021

**ENTER INTO CONTRACT WITH STRUCTURED SOLUTIONS, LLC FOR THE SANITARY
SEWER MANHOLE & SEWER MAIN REHABILITATION - PHASE 1- PROJECT**

WHEREAS, pursuant to Resolution 21-0329 dated March 9, 2021 this Board approved a Notice of Intent to Award Bid for the Sanitary Sewer Manhole & Sewer Main Rehabilitation – Phase 1- Project to Structured Solutions, LLC, for a total bid price of \$106,320.50; and

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

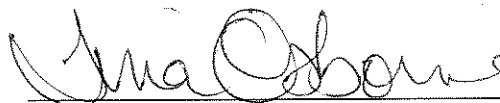
NOW THEREFORE BE IT RESOLVED, to enter into contract with Structured Solutions, LLC, 828 S 400 E, Winchester, Indiana, for a total contract price of \$106,320.50; as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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cc: c/a—Structured Solutions, LLC
Water/Sewer (file)
OMB Bid file

SECTION 00200 - CONTRACT

THIS AGREEMENT, made this 6 day of April, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **Structured Solutions, LLC, 828 S. 400 E, Winchester, Indiana**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

Sanitary Sewer Manhole & Sewer Main Rehabilitation - Phase 1- Project

hereinafter called the project, for the sum of **\$106,320.50, one hundred six thousand, three hundred twenty dollars and fifty cents**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

VOLUME I

SECTION 00040 - INVITATION TO BIDDERS

SECTION 00100 - BID PROPOSAL

SECTION 00120 - EXCEPTION SHEET

SECTION 00130 - BIDDER IDENTIFICATION

SECTION 00200 - GENERAL INSTRUCTIONS TO BIDDERS

SECTION 00220 - NONCOLLUSION AFFIDAVIT

SECTION 00240 - BONDING AND INSURANCE REQUIREMENTS

SECTION 00260 - BID GUARANTY AND CONTRACT BOND

SECTION 00280 - PERFORMANCE BOND

SECTION 00300 - EXPERIENCE STATEMENT

SECTION 00320 - AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX

SECTION 00340 - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

SECTION 00360 - FINDINGS FOR RECOVERY AFFIDAVIT

SECTION 00200 - CONTRACT

SECTION 00500 - WAGE RATE DETERMINATION

SECTION 00700 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00730 - TECHNICAL SPECIFICATIONS

CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER and shall complete all work within the following requirements:

- a. Substantial completion shall be within 180 days from Notice to Proceed.

- b. Final completion, site restoration work complete, and Contract Closeout shall be within 210 days from Notice to Proceed.

Contractor also agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter.

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

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

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

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

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

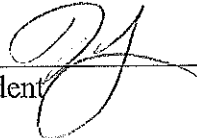
This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties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

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

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

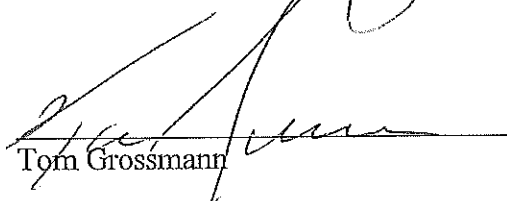
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

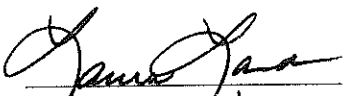


David G. Young, President

ATTEST:



Tom Grossmann

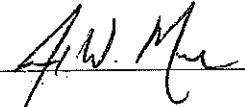


Name Laura Lander

Shannon Jones

(Seal)

ATTEST:

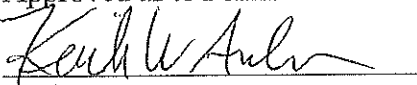


STRUCTURED SOLUTIONS, LLC
(Contractor)

By: 
_____ Name

 P R E S I D E N T
_____ Title

Approved as to Form:



Assistant Prosecutor

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0455

Adopted Date April 06, 2021

APPROVE THE SERVICE AGREEMENT WITH MOBILCOMM, INC. ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Mobilcomm, Inc. will provide service for Aviat Microwave Links & Manchester 1 Hop Equipment; and

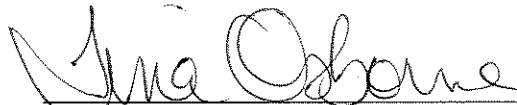
NOW THEREFORE BE IT RESOLVED, to enter service agreement with Mobilcomm, Inc. on behalf of Warren County Telecommunications to provide service for Aviat Microwave Links & Manchester 1 Hop equipment as attached hereto and part hereof,

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Mobilcomm, Inc.
Telecom (file)



SERVICE AGREEMENT

MOBILCOMM, INC
1211 W SHARON RD
CINCINNATI, OH 45240
513-742-5555

BILLING INFORMATION

NAME: Warren CO Telecommunication
ATTENTION: Mr. Paul Kindell
ADDRESS: 500 Justice Drive
CITY/STATE/ZIP: Lebanon, Ohio 45036
PHONE: 513 695 1322

SERVICE INFORMATION

CONTACT: Tamara Crenshaw
PHONE: 513 595 5981
ACCOUNT#: 4655.SOSINK.MW

DATE: 3/22/2021
PAGE: 1 OF 1

INITIAL RATE: \$660.00 Annually
EFFECTIVE DATE: April 1, 2021
TERM: 1 Year

Table with columns: EQUIPMENT DESCRIPTION, SERVICE NUMBER, MODEL NUMBER, REPLACEMENT OF SERVICES (CUST LOG, MOB SHOP), AMOUNT PER UNIT. Rows include AVIAT MICROWAVE - LINKS and MANCHESTER - 1 HOP, with a Total row showing Monthly \$ 55.00.

I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. WHEN THIS AGREEMENT IS ACCEPTED BY MOBILCOMM, INC, THE EQUIPMENT LISTED WILL BE MAINTAINED BY MOBILCOMM, INC IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED. ANTENNAS, BATTERIES, CATASTROPHIC FAILURE, DAMAGE DUE TO ACTS OF GOD, ABUSE OR MISUSE ARE NOT COVERED UNDER THIS AGREEMENT. THE INTENTION OF THIS AGREEMENT IS TO COVER DAMAGES CAUSED BY NORMAL WEAR AND USAGE.

SPECIAL INSTRUCTIONS & AGREEMENT CONDITIONS
Contract is diagnostic only covering labor and travel to diagnose.
All factory and Hi-Tech service is excluded from this agreement.
24 Hour Emergency Service is included in agreement.
Amount represents a monthly fee. Contract is an annual contract. Please see terms and conditions.
ALL WORK IS TO BE PERFORMED BY MOBILCOMM, INC OR THEIR AUTHORIZED REPRESENTATIVE. NORMAL SERVICE HOURS ARE MONDAY-FRIDAY FROM 8:00 AM - 4:00 PM (EXCEPT FOR NATIONAL HOLIDAYS)

Mobilcomm Representative: Tamara Crenshaw
Customer Acceptance: [Signature]
Customer PO#: [Blank]

Date: 3-22-2021
Date: 4-6-2021

APPROVED AS TO FORM
Adam M. Nice
Asst. Prosecuting Attorney

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0456

Adopted Date April 06, 2021

AUTHORIZE THE PRESIDENT OF THE BOARD TO SIGN KEY RELEASE AND TERMS OF USE AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS RELATIVE TO THE MARCS MOBILE VOICE DELIVERY SYSTEM ADVANCED SYSTEM KEY

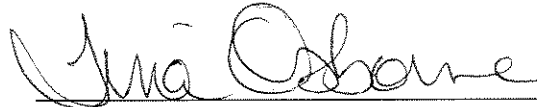
BE IT RESOLVED, to authorize the President of the Board to sign the Key Release and Terms of Use Agreement with the State of Ohio, Department of Administrative Services on behalf of Warren County Telecommunications, as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—State of Ohio – Department of Administrative Services
Telecom (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0457

Adopted Date April 06, 2021

ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS
WARREN COUNTY

BE IT RESOLVED, to enter into a Youth Worksite Agreement with the following organization,
as attached hereto and made part hereof:

Warren County Children Services
416 S East St
Lebanon, Ohio 45036

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – OhioMeansJobs Warren County
OhioMeansJobs (file)

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

This agreement is entered into by and between on this 16 day of April, 2021, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Warren County Children Service, 416 S East St, Lebanon, OH 45036**, hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Work Experience Program from date of action by the Board of Commissioners through June 30, 2022.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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


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

Rule:	Group:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 6th
day of April, 2021.

WARREN COUNTY BOARD OF COMMISSIONERS:


~~Shannon Jones~~, President
David G. Young,
WORKSITE:

Warren County Children Services
Worksite Name

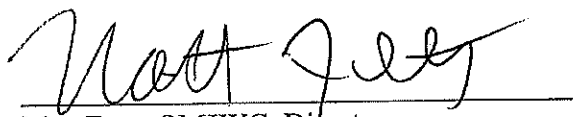
 3-18-21
Signature/Worksite Administrator Date

Director
Title of Worksite Administrator

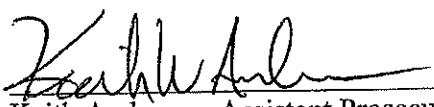
If applicable, an Organized Labor Representative should review this agreement and stipulate by his/her signature below that he/she has read, understands, and voluntarily concurs with the execution of the Worksite Agreement.

Signature of Authorized Organized Labor Representative Date

OhioMeansJobs Warren County

 3/19/21
Matt Fetty OMJWC, Director Date

APPROVED AS TO FORM:


Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Warren County Children Services

Address: 416 S. East St. Lebanon, Ohio 45140

Phone: 513-695-1511 E-mail susan.walther@jfs.ohio.gov

Agency Administrator: Susan Walther

Contact Person: Jerry Caman

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about 6/1/22 and continue until on or about 6/30/22. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 4 hours per week, normally 40 hours per day. Any request for change in hours, job duties or supervisor must be made in written or verbal form to the One-Stop in advance of the change.

All youth must be supervised. Please review the job description included in the worksite packet, which briefly outlines responsibilities of a Worksite Supervisor. All supervisors must be adequately oriented before a youth may begin work.

Please provide all of the information requested below for each worksite.

Worksite	Name and Phone # of Supervisor	Number of youth requested	Preferred Age of Youth	Schedule of Hours	Interview Requested?
Warren County Children Services	Jerry Caman	1	over 18	From: To: TBD	<input checked="" type="radio"/> Yes <input type="radio"/> No
				From: To:	Yes No
				From: To:	Yes No
				From: To:	Yes No

III. Job Description(s): Each worksite, even if located in the same building (i.e. clerical and custodial) should be listed as a separate worksite.

Worksite #1 416 S. East St Lebanon, OH 45036
clerical

Worksite #2 _____

Worksite #3 _____

Worksite #4 _____

Worksite #5 _____

IV. Additional Information:

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

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

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

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

Weather does not present completely cleared
responsibilities

Additional rules or policies to be followed at the worksite during work time are listed in the Worksite Agreement. These rules will be in addition to the disciplinary rules provided in Attachment C of the Worksite Agreement.

The undersigned individuals signify by their signatures that they have read and fully comprehend all statements in this TANF Work Experience Program request Form and that they understand and agree that this is a request form only and that it does not guarantee the placement of TANF Summer Youth at the worksite (s) requested.

Wanda Wacker / Director
Signature of Worksite Administrator/Title

3-18-21
Date

Matt Fetty

3/19/21
Date

Matt Fetty, Director, OhioMeansJobs Warren County

Attachment B
Minor Labor Laws

In accordance with State of Ohio Child Labor Laws, 14 and 15 years olds MAY NOT:

1. Operate electric or gas lawn mowers
2. Operate string or blade trimmers, weed eaters or weed whips.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 16 MAY NOT be involved in the following tasks:

1. Operating a tractor of over 20 PTO (Power take Off) horsepower or connecting or disconnecting an implement of any of its parts to or from such a tractor.
2. Operate a power post hole digger, post driver, or non-walking type rotary tiller or power mover;
3. Operate or assist in the operation of (including starting, stopping, adjusting, feeding or any activity involving physical contact with the operation of)
4. Work from a ladder or scaffold
5. Drive a bus, truck or automobile when transporting passengers.
6. Handle or apply agricultural chemicals classified under the Federal Fungicide and Rodenticide Act (7 U.S.C. 135 et. Seq.) as Category I toxicity, identified by the "skull and crossbones" on the label or Category II of toxicity, identified by the word "WARNING" on the label.
7. Work in connection with cars, trucks or busses involving the use of pits, racks, lifting apparatus or involving inflation of any tire mounted on a rim equipped with a removable retaining ring.

In accordance with the State of Ohio Child Labor Laws, minors under the age of 18 MAY NOT be involved in the following tasks:

1. Operating or helping to operate the following power driven tools:
 - a. Circular saws
 - b. Band saws
 - c. Guillotine shears.
2. Setting up, adjusting, repairing, oiling or cleaning circular saws, band saws or guillotine shears.
3. Excavating, working in or backfilling (refilling) trenches except:
 - a. Manually excavating or manually backfilling trenches that do not exceed (4) feet in depth at any point.
4. Using fertilizers, fungicides, insecticides, rodenticides or herbicides.

When there is disagreement between State and Federal Child Labor Laws, the most restrictive standard is to be used. Attached is a summary of the comparison of the State and Federal requirements.

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

1. Failure to call in about missing work – for any reason.
2. Creating or contributing to unsanitary or unsafe conditions, including risking of personal safety (spitting, hitting, etc.)
3. Failure to use reasonable care of agency property or equipment
4. Bringing a friend to the worksite during work hours
5. Not responding to a reasonable request from a supervisor

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

1. Unauthorized use of agency property or equipment
2. Willful disregard of department rules
3. Use of abusive or threatening language toward supervisors, co-workers or other persons
4. Malicious mischief, horseplay, wrestling or other undesirable conduct

GROUP III OFFENSES

FIRST OFFENSE – Mandatory counseling sessions (determined by degree of offense)

SECOND OFFENSE – Termination

1. Being in possession of or drinking alcoholic beverages or controlled substances without a bona-fide prescription while on the job
2. Wanton or willful neglect in performance of assigned duties or in the care, use or custody of county property or equipment.
3. Abuse or deliberate destruction in any manner of county property or employees
4. Signing or altering other employees' time cards or unauthorized altering of own time card
5. Stealing or similar conduct including destroying, damaging or concealment of any property of the county or other employees
6. Fighting or attempting injury to any other persons.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0458

Adopted Date April 06, 2021

ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY

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

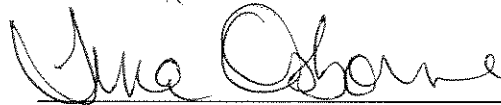
RETS Tech Center Inc
d/b/a Fortis College
555 E Alex Bell Road
Centerville, Ohio 45459

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and RETS Tech Center, Inc. d/b/a **Fortis College 555 E Alex Bell Road Centerville Ohio 45459**, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

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


Signature Page

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

Warren County Board of Commissioners

David G. Young President  4/6/2021
Date

Contractor

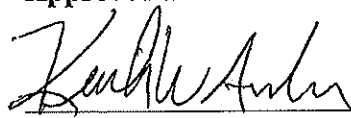


Authorized Contractor Signature 3/22/2021
Date

Gregory J. Shields, Campus President
Typed Name of Authorized Contractor

March 22, 2021
Date

Approved as to form:



Keith Anderson, Asst. Prosecutor 3-25-2021
Date

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

Resolution

Number 21-0459

Adopted Date April 06, 2021

**ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF
OHIO MEANS JOBS WARREN COUNTY**

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

HomeSpection Training Institute
4683 Whipple Ave NW
Canton, Ohio 44718

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a - OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **HomeSpection Training Institute 4683 Whipple Ave NW Canton Ohio 44718**, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2022. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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6. The Contractor agrees to maintain and preserve for five years all records pertaining to transactions related to this Agreement including finances, trainee attendance and trainee progress and agrees that OMJWC, Comptroller General of the United States, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to such records for five years after final payment has been made under this Agreement. OMJWC reserves the right to request the Contractor to provide evidence of the training cost and the Contractor will be subject to periodic review by OMJWC or its designated agent(s). The Contractor agrees to provide OMJWC with copies of the previously mentioned records within five working days of the request and to maintain all trainee financial records in accordance with Generally Accepted Accounting Principles.
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8. OMJWC or its authorized representative, the Secretary of Labor, the Governor of the State of Ohio or his authorized representative may at all times have access to and the right to inspect the place of training under this Agreement when necessary to assure the progress and quality of training or to determine compliance with the Agreement terms.
9. Trainees will not be terminated for inappropriate actions or misconduct without ten days prior written notification to the affected trainee. The trainee shall have reasonable opportunity for correction or improvement with prior consultation with OMJWC, except for cases of trainee misconduct which are severe enough to

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13. The Contractor shall carry commercial general liability insurance for bodily injury, personal injury and property damage in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence and \$2,000,000 aggregate while performing any services for the Board in accordance with the terms of this contract and shall provide proof of compliance with this condition. The Contractor shall also maintain liability insurance to cover all of its employees and agents for any liability arising out of their conduct while in the employ of the Contractor in connection with the services rendered pursuant to this agreement.

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

Assurances and Certifications:

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


Signature Page

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

Warren County Board of Commissioners

David G. Young President  _____
Date 4/6/2021

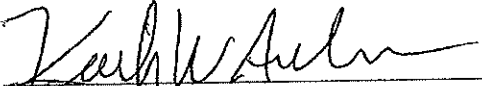
Contractor

 _____
Authorized Contractor Signature Date 3/17/21

Joseph P. Jefferys – President/Director
Typed Name of Authorized Contractor

3/17/2021
Date

Approved as to form:

 _____
Keith Anderson, Asst. Prosecutor Date 3-24-2021

Resolution

Number 21-0460

Adopted Date April 06, 2021

APPROVE AND AUTHORIZE OHIOMEANSJOBS/BUTLER-CLERMONT-WARREN EXTENSION OF MEMORANDUM OF UNDERSTANDING

WHEREAS, on Nov 30, 2020, Butler County DJFS was awarded the Request for Proposal (RFP) on behalf of the OhioMeansJobs – Butler ▪ Clermont ▪ Warren Consortium (hereinafter referred to as “Consortium”) by the Workforce Investment Board – Butler ▪ Clermont ▪ Warren (WIBBCW) to serve as the OhioMeansJobs (OMJ) Center Operator; and

WHEREAS, subsequent to the RFP award, Butler County, as the Lead Agency, executed a Contract with the WIBBCW which outlines the roles and responsibilities of the OMJ Center Operator, as well as, the goals and objectives for the provision of comprehensive Career Services to job seekers and employers in Local Area 12, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, per the RFP, Clermont County is to serve as the Fiscal Lead for OMJ – BCW; and

WHEREAS, a Memorandum of Understanding between Butler County DJFS, and Clermont County DJFS and OMJ Warren County, is needed to delineate roles and responsibilities for Clermont County DJFS to serve as a member of the Consortium and in the capacity as the Fiscal Lead;

NOW THEREFORE BE IT RESOLVED, to approve a Memorandum of Understanding for the OMJ – BCW, copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by the Butler County Board of Commissioners through and on behalf of the Butler County Department of Job and Family Services (hereinafter referred to as “Butler County DJFS”), 315 High Street, 9th Floor, Hamilton, Ohio 45011, Clermont County Department of Job and Family Services, 2400 Clermont Center Drive, Batavia, Ohio 45103 (hereinafter referred to as “Clermont County DJFS”) and Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County, 406 Justice Dr. Lebanon, OH 45036 (hereinafter referred to as “OMJ Warren County”).

WHEREAS, Butler County DJFS was awarded a contract as a result of the Request for Proposal (RFP) issued by the Workforce Investment Board of Butler|Clermont|Warren (WIBBCW) on behalf of the OhioMeansJobs | Butler ▪ Clermont ▪ Warren Consortium (hereinafter referred to as “Consortium”) to serve as the OhioMeansJobs (OMJ) Center Operator under the provisions of the Workforce Innovation and Opportunity Act (WIOA) for Local Area 12; and

WHEREAS, subsequent to the RFP award, Butler County, as the Lead Agency, entered into an agreement with the WIBBCW to create the Subgrant Recipient Agreement which outlines the roles and responsibilities of the OMJ Center Operator in Local Area 12, attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the parties have agreed that Clermont County is to serve as the Fiscal Lead for OMJ | BCW; and

WHEREAS, a Memorandum of Understanding between Butler County DJFS, Clermont County DJFS and OMJ Warren County, was needed to delineate roles and responsibilities of the parties as it relates to the Subgrant Agreement and for Clermont County DJFS, as a member of the Consortium, to serve in the capacity as the Fiscal Lead.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follow:

ROLES AND RESPONSIBILITIES OF PARTICIPATING AGENCIES

CLERMONT COUNTY DJFS AGREES TO:

- Abide by the terms of the Subgrant Recipient Agreement, an executed copy which is attached as Exhibit A.
- Work cooperatively with Butler County DJFS to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.

- Respond to inquiries, provide information and submit reports to the Consortium Operator as requested.
- Assume fiscal responsibility for the Consortium. Work with fiscal staff from all three counties to combine, process and submit invoices, request financial reimbursement and disburse funding on behalf of the Consortium.
- Work with Butler and Warren County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.
- Work with the Area 12 Fiscal Agent to complete all fiscal processes on behalf of the Consortium.
- Agrees and understands that the words and figures contained in the Subgrant Recipient Agreement Article 406.1 Exhibits were incorporated by reference unless otherwise noted and are as fully a part of this Agreement as if such document were set forth verbatim and at length herein.
- Provide completed documents as listed in Article 406.1 of the Subgrant Recipient Agreement, and included with the MOU as the following:
 - Attachment A: WIBBCW Assurances and Certifications Form 2020
 - Attachment B: Drug Free Workplace Certification
 - Attachment C: Debarment Form
 - Attachment D: Lobbying Form
 - Attachment E: Lobbying Certification Form
 - Attachment F: Certification Regarding Environmental Tobacco Smoke
- In Lieu of obtaining insurance under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Article 418 of said Contracts between Butler County and WIBBCW, Clermont County agrees to obtain, and maintain for the duration of this MOU, adequate insurance with coverage levels that meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals.

BUTLER COUNTY DJFS AGREES TO:

- Provide operation oversight and direction as defined in the Contracts between Butler County DJFS and WIBBCW.
- Abide by the terms of the Subgrant Recipient Agreement, an executed copy of which is attached as Exhibit A.
- Work cooperatively with the Consortium to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.
- Work with Clermont and Warren County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.
- Combine individual county data and present it to the WIBBCW on behalf of the Consortium.
- Be the spokesperson on behalf of Clermont and Warren County OMJ regarding county specific issues when conversing with the WIBBCW.

- Share directives, information and performance data timely.
- Agrees and understands that the words and figures contained in the Subgrant Recipient Agreement Article 406.1 Exhibits were incorporated by reference unless otherwise noted and are as fully a part of this Agreement as if such document were set forth verbatim and at length herein.
- Provide completed documents as listed in Article 406.1 of the Subgrant Recipient Agreement, and included with the MOU as the following:
 - Attachment A: WIBBCW Assurances and Certifications Form 2020
 - Attachment B: Drug Free Workplace Certification
 - Attachment C: Debarment Form
 - Attachment D: Lobbying Form
 - Attachment E: Lobbying Certification Form
 - Attachment F: Certification Regarding Environmental Tobacco Smoke
- Ask for input and agreement from Consortium members whenever policies need to be created or revised.

OMJ WARREN COUNTY AGREES TO:

- Abide by the terms of the Subgrant Recipient Agreement, an executed copy of which is attached as Exhibit A.
- Work cooperatively with Butler County DJFS to promote open communication, transparency, consistency, fiscal accountability and excellent customer service and any other directives requested by the Consortium Operator.
- Respond to inquiries, provide information and submit reports to the Consortium Operator as requested.
- Work with Butler and Clermont County fiscal staff to complete fiscal responsibilities timely, accurately and develop audit worthy fiscal practices.
- Agrees and understands that the words and figures contained in the Subgrant Recipient Agreement Article 406.1 Exhibits were incorporated by reference unless otherwise noted and are as fully a part of this Agreement as if such document were set forth verbatim and at length herein.
- Provide completed documents as listed in Article 406.1 of the Subgrant Recipient Agreement, and included with the MOU as the following:
 - Attachment A: WIBBCW Assurances and Certifications Form 2020
 - Attachment B: Drug Free Workplace Certification
 - Attachment C: Debarment Form
 - Attachment D: Lobbying Form
 - Attachment E: Lobbying Certification Form
 - Attachment F: Certification Regarding Environmental Tobacco Smoke
- In Lieu of obtaining insurance under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Article 418 of said Contracts between Butler County and WIBBCW, Warren County agrees to obtain, and maintain for the duration of this MOU, adequate insurance with coverage levels that meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals.

CONFIDENTIALITY STATEMENT

The parties of the Memorandum of Understanding (MOU) agree to honor the confidentiality of all information they are subject to through the implementation of the MOU. Exchanged information shall remain private and confidential in accordance with the most restrictive confidentiality requirement of any of the parties collecting, receiving or sharing information, and will remain in effect beyond the termination or expiration of the MOU.

RECORDS RETENTION

The parties agree that all records, documents, writing or other information, including but not limited to, financial records, client records and documentation in compliance with Ohio Administrative Code rules, produced by Provider under this MOU, and all records, documents, writings or other information, including but not limited to financial, and client records used by Provider in the performance of this MOU are treated according to WIOA regulations, ODJFS requirements, WIBBCW policies, and Provider's Records Retention policy; whichever is the most stringent.

LIABILITY

Each party of the Memorandum of Understanding (MOU) agrees to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this MOU shall impute or transfer any such responsibility from one to the other.

CONFLICT RESOLUTION

The parties of this Memorandum of Understanding (MOU) shall first attempt to resolve all disputes informally. Should informal resolution efforts fail, any party may call a meeting of all parties to discuss and resolve disputes. If a resolution cannot be reached between the parties, the dispute shall be referred to County Administration for resolution.

FINANCIAL REQUIREMENTS

Each party agrees to comply with the Administrative Rules and Costs Limitations of the Federal Register, Department of Labor and the Workforce Innovation and Opportunity Act.

AVAILABILITY OF FUNDS

This MOU is conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for payment of the proposed services. If, during the duration of the MOU, the funds are not allocated and available for the proposed services as projected here within, the MOU will terminate concurrent with the notice of reduction/termination of funding.

TERMS AND CONDITIONS

1. This Memorandum of Understanding (MOU) shall be in effect from the date it is approved by all Parties until the time that the Subgrant Recipient Agreement expires or is formally terminated in accordance with Article 408 Termination.
2. The Parties acknowledge that services contemplated by the terms of the Subgrant Recipient Agreement began November 30, 2020 and shall end June 30, 2022 with two (2) one-year extension options unless otherwise formally amended or extended.
3. This Memorandum of Understanding (MOU) may be modified at any time by written agreement of the parties.
4. Any party of this Memorandum of Understanding (MOU) may terminate its participation on the collaborative project upon submission of a thirty (30) day notice of termination.

SEVERABILITY

If any part of the MOU is found to be null and void, or is otherwise stricken, the rest of the MOU shall remain in full force and effect.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

BUTLER COUNTY BOARD OF COMMISSIONERS:

President Date

Vice President Date

Member Date

Approved As To Form Only:

Dan Ferguson Date
Assistant Prosecuting Attorney
Butler County Prosecutor's Office

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

CLERMONT COUNTY

Claire B. Corcoran **Date**
Board of Clermont County Commissioners

David L. Painter **Date**
Board of Clermont County Commissioners


Bonnie J. Batchler **Date**
Board of Clermont County Commissioners

Approved As To Form Only:


Joseph T. Mooney **Date**
Assistant Prosecuting Attorney
Clermont County Prosecutor's Office

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates as indicated below.

WARREN COUNTY

 4/6/2021
Date
David G. Young, President
Warren County Board of Commissioners

Approved As To Form Only:

 4-1-21
Date
Keith Anderson
Assistant Prosecuting Attorney
Warren County Prosecutor's Office

ADOPTED
NOVEMBER 30, 2020



Board of County Commissioners
Butler County, Ohio

EXECUTIVE SUMMARY

20-11-01612

Cindy Carpenter
President

Donald L. Dixon
Vice President

T.C. Rogers
Member

Grant Award

JFS - Fiscal - PA

Target Meeting: 11/30/20

An Inter-Departmental Review

Summary

Execute the grant award for the Ohio Means Jobs | Butler | Clermont | Warren Centers' Operator from the Workforce Investment Board of Butler | Clermont | Warren in the amount of \$72,848.98 for the first year of a two-year contract to begin when fully executed by both parties and end June 30, 2022 with two one-year extension options.

Financial Impact

Authorization to the Auditor to expend fund for cash match from the account(s) listed below:

Justification

Butler, Clermont and Warren (as a collaborative) bid on this RFP with the Workforce Investment Board of Butler | Clermont | Warren (WIBBCW), and we were awarded the contract. This is a two year contract which was to begin July 1, 2020 and end June 30, 2022, with two (2) additional one-year terms. The purpose of the Operator is to ensure that the three-county jurisdiction's workforce system is quality-focused, employer-driven, customer-centered and tailored to meet the needs of employers, residents and the region's economy.

Recommendation

The Department supports the initiative funded by this particular grant.

Approved by:

EXHIBIT A

ADOPTED
NOVEMBER 30, 2020

Rebecca Wade

Rebecca Wade, Contracts Manager

11/13/2020

Barbara Fabelo

Barbara Fabelo, Finance Director

11/13/2020

ADOPTED
NOVEMBER 30, 2020



Board of County Commissioners
Butler County, Ohio

RESOLUTION
20-11-01612

Cindy Carpenter
President

Donald L. Dixon
Vice President

T.C. Rogers
Member

Grant Award

The Board of County Commissioners of Butler County on the 30th day of November, 2020 in the County Government Services Center, 315 High St 45011.

Exhibit A

Whereas Ohio Means Jobs Butler | Clermont | Warren awarded grant funding in the amount of \$75,000 to the Operator from the Workforce Investment Board (WIBBCW);

Whereas the Department was authorized to submit Resolution No. 20-03-00435 on March 9, 2020;

Resolved that the Butler County Board of Commissioners Board President to execute the grant award on its behalf, effective immediately.

Authorization to the Auditor to expend fund for cash match from the account(s) listed below:

Commissioner Carpenter moved for the adoption of the foregoing resolution, Commissioner Rogers seconded the motion and upon call of the roll, the vote resulted as follows:

RESULT: Adopted
AYES: T.C. Rogers, Cindy Carpenter
ABSENT: Donald Dixon

ADOPTED
NOVEMBER 30, 2020

State of Ohio, County of Butler, on this 30th day of November, 2020, the Clerk of the Board does hereby certify that 20-11-01612 is a true, exact, complete and unaltered electronic record of the Butler County Board of Commissioners.

Flora Butler

Flora Butler, Clerk of the Board



SUBGRANT RECIPIENT AGREEMENT

NO. _____

BETWEEN

Workforce Investment Board of Butler|Clermont|Warren (WIBBCW)

AND

OMJ | BCW Consortium of Counties (Butler County Dept. of Job and Family Services, Clermont County Dept. of Job and Family Services, Warren County Administration) To Serve As the OhioMeansJobs (OMJ) One-Stop Operator

(SUBGRANT RECIPIENT)

DUNS#	
FEDERAL AWARD IDENTIFICATION (FAIN) #	
FEDERAL AWARD DATE	
TOTAL FEDERAL AWARD	
FEDERAL AWARING AGENCY	US DOL
CFDA#	
PASS THROUGH ENTITY	ODJFS
CONTRACT OFFICER	Stacy Sheffield
CONTACT INFORMATION	Per Notice Section in the Agreement

In accordance with Public Law 101-166, Section 511, known as the Steven's Amendment, this Agreement is 100% funded with Federal funds.

Workforce Investment Board of Butler|Clermont|Warren

**WIOA One-Stop System Operator Services Contract
AGREEMENT NO. - _____**

The Workforce Investment Board | Butler•Clermont•Warren for Ohio Workforce Area 12 has awarded this contract to the Consortium One-Stop Operator formed by the OMJ's of Butler, Clermont and Warren Counties to serve as the OMJ one-stop operator for the three counties that constitute the local workforce development area. The parties agree that the Butler County OMJ shall provide the lead staff for the consortium.

This contract is entered through the Board of Warren County Commissioners who has been designated as the Administrative Entity and Fiscal Agent; and the Butler County Board of Commissioners on behalf of Butler County Department of Job and Family Services, who is the Consortium Lead.

This instrument embodies the entire contract between two parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or contracts, either written or oral; between the two parties to this contract.

WITNESSETH THAT

WHEREAS, the Local Elected Officials (LEOs) have entered into an agreement with the Governor of the State of Ohio for the implementation of workforce development programs and activities in Butler, Clermont and Warren Counties (Ohio's 12th Local Workforce Development Area (LWDA)), in accordance with the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (WIOA); AND

WHEREAS, in accordance with WIOA, the WIBBCW issued a request for proposals for a BCW|Workforce Development OMJ System Operator and the WIBBCW and the Chief Elected Officials (CEO Consortium) competitively selected the Subgrant recipient to serve as the OMJ One-Stop Operator for the BCW|Workforce Development Area, to coordinate partners and programs among the system's one-stop partners, identified in WIOA;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations hereinafter set forth, the WIBBCW, the CEO Consortium and Subgrant recipient agree as follows:

ARTICLE I
AGREEMENT PURPOSE AND DEFINITIONS

100. PURPOSE

The purpose of this Agreement is to describe the scope of work, terms and conditions under which Subgrant recipient will coordinate programs among and between the BCW|Workforce development system partners, identified in WIOA §121(b)(1)(B).

ARTICLE II
SCOPE OF WORK

200. OPERATOR SERVICES

- 200.1 The subgrant recipient shall serve as the BCW|Workforce Development Area's OhioMeansJobs System Operator, selected by the WIBBCW to coordinate the service delivery of required one-stop partners and service providers.
- 200.1 Subgrant recipient designates, at a minimum, one staff to serve as the BCW|Workforce system's OMJ one-stop operator who shall also serve as the Job Seeker Solutions Intermediary. The positions will collaborate with the system's subgrant recipient for youth services and the individual employed by the board to serve as the Employer Solutions Intermediary, who reports dually to the WIBBCW and the one-stop Operator. The consortium shall reassign such duties as it deems necessary for the individual assigned to serve as the OMJ one-stop operator to be able to perform the duties applicable to the one stop operator.
- 200.2 The parties shall meet at mid- year to determine whether additional staff is needed to accomplish the agenda of tasks set forth herein. If there is consensus that additional staff assistance is needed the parties shall seek to fund additional staff through the infrastructure agreement which shares the cost of the one stop operator.
- 200.3 The subgrant recipient, representing the three county entities comprising the OMJ | BCW consortium, who will be delivering the services required under this Agreement, has the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to the WIBBCW's and the Consortium of Chief Elected Officials' satisfaction for the agreed compensation.

This includes:

- a. Demonstrating a comprehensive understanding of the requirements under the WIOA statute for the BCW|Workforce development system, the Operator, and the system's partners.
- b. Reviewing and comprehending the requirements under the WIOA final regulations, both "USDOL Only" and the "Joint Rule", for the workforce system's partners, the *OhioMeansJobs* One-Stop Center delivery system, and the Operator.
- c. Demonstrating a comprehensive understanding of the policies and guidance information of Ohio's Office of Job and Family Services' Office of Workforce Development, including approved WIOA waivers that enable flexibility in the design and delivery of services.
- d. Reviewing and comprehending USDOL issued WIOA Training and Employment Guidance Letters (TEGL) regarding one-stop system implementation and Operator functions.
- e. As the subgrant recipient includes three or more local partners, who will serve a dual role as the system Operator and provider of WIOA Title I Adult and Dislocated Worker career services, the selected entity must execute a written agreement with the WIBBCW and Chief Elected Officials (CEOs), per 20 C.F.R. 679.430 and WIOAPL 15-18.1, that clarifies the manner in which the OMJ | BCW Consortium will fulfill each role and separate responsibilities, to remain in compliance with WIOA, the WIOA Final Rules, the Uniform Guidance, and with state and local conflict of interest policies.
- f. Pursuant to Ohio WIOAPL 16-08 the "Organizational structures must be reviewed and reorganized if necessary, to ensure that monitoring, oversight, and evaluation responsibilities are separated from responsibility for the performance of daily activities and routine functions."

201. SUBGRANT RECIPIENT RESPONSIBILITIES

- 201.1 Subgrant recipient shall serve as the BCW|Workforce Development System Operator, selected by the selected WIBBCW to coordinate the service delivery of required one-stop partners and service providers, pursuant to the strategy and direction of the BCW|Workforce Area's governing boards, as communicated through the WIBBCW-assigned Executive Director or their designee.

- a. Section 121(b)(1)(B) of WIOA identifies the entities that are required partners in the local one-stop delivery system. Required partners are the entities responsible for administering the following programs and activities in the local area:
- i. Programs authorized under title I of WIOA, including:
 - 1. Adults;
 - 2. Dislocated workers;
 - 3. Youth;
 - 4. Job Corps;
 - 5. YouthBuild;
 - 6. Native American programs; and
 - 7. Migrant and seasonal farmworker programs.
 - ii. The Wagner-Peyser Act (W-P) Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III;
 - iii. The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA;
 - iv. The Vocational Rehabilitation (VR) program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV;
 - v. The Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);
 - vi. Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.);
 - vii. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);
 - viii. Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
 - ix. Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.);

- x. Employment and training activities carried out by the Department of Housing and Urban Development;
 - xi. Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
 - xii. Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); and
 - xiii. Temporary Assistance for Needy Families (TANF) authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
- 201.2 Familiarize themselves, each year that this subgrant agreement is in effect, with the mission and performance measures of all workforce development system partners, including WIOA Title I, and incorporate the information into the quarterly cross-trainings requested for OMJ Center staff and workforce development system partners, as required under this Agreement.
- 201.3 Subgrant recipient shall familiarize themselves with the program and performance requirements for the BCW|Workforce Area's WIOA-required and strategic partners.
- a. Develop a summary of BCW|Workforce system partners (with names and titles), who have met with the Operator and contributed solutions for continuous improvement of the services delivery structure.
 - b. Rate the employer and/or job seeker benefit expected by each BCW|Workforce system partner.
- 201.4 Create and regularly update a process map/flow chart for each service's step, so the system's OMJ One-Stop Centers and partners can integrate their programs, services and initiatives.
- 201.5 Assure all BCW|Workforce development system memoranda of understanding (MOU) and Infra-structure Agreement (IFA) / resource sharing budgets are current, and advise the WIBBCW regarding such actions as are necessary, but not including negotiation of the MOU's, which is a WIBBCW and Chief Elected Officials responsibility, to update the MOU's to assure that the BCW|Workforce Development Area is meeting WIOA requirements.

-
- 201.6 Assist in the development of MOU's with non-mandatory workforce development system partners, as may be approved by the BCW|Workforce Area's governing boards.
 - 201.7 Familiarize themselves with the Ohio Department of Job and Family Services (ODJFS), Office of Workforce Development's (OWD) *OhioMeansJobs* System Certification criteria, applicable to the program year(s) covered by this subgrant agreement, and any amendments thereto, extending the term of this subgrant agreement, to assure the BCW|Workforce Area's compliance and thereby continuously improving upon the 2019 certification's balanced score.
 - 201.8 Observe on-site and/or virtual operations, space configuration, customer flow and integration of services, to recommend improvements for workforce system partners consideration, especially best practices that will result in better services for shared customers.
 - 201.9 Identify the most suitable hours of opening and closing of the BCW|Workforce Area's *OhioMeansJobs* One-Stop (OMJ) Centers, to maximize employment and career services for all OMJ One-Stop Center customer categories.
 - 201.10 Continuously improve the consistency of available services across the OMJ One-Stop Center system, to create and/or maintain welcoming, inclusive and professional environments.
 - 201.11 Subgrant recipient will conduct interviews/focus groups with front-line staff and managers to identify and continuously improve their current level of familiarity with partners and programs, and their role within the BCW|Workforce system.
 - 201.12 Invite BCW|Workforce system partners to monthly BCW|Workforce Partner Meetings for in-depth presentations on each of their resources, services and basic eligibility requirements, to maximize the information provided to individuals and entities visiting the system's OMJ One-Stop Centers.
 - a. Identify top areas where coordination is still limited and/or needs improvement.
 - b. With system partners, subgrant recipient will review BCW|Workforce policies that affect the OMJ One-Stop Centers.

for recommendations about needed policies or modifications to existing policies.

- 201.13 Subgrant recipient will facilitate regularly scheduled training sessions for all reception, Resource Room and system partner staff, based on their identified, required and/or necessary topics of interest, with a focus on quality customer services for employers and job seekers.
- 201.14 Subgrant recipient shall organize separate and/or contiguous quarterly cross-training opportunities for the BCW|Workforce system's required and strategic partners and staff to identify continuous quality improvement solutions for the OMJ One-Stop Centers, and the holistic integration of the system's partners, programs and services. Trainings will be relevant to WIOA section 188 equal opportunity, and accessibility requirements.
- 201.15 Facilitate BCW|Workforce System Solutions Groups, as deemed necessary by the Operator and the Executive Director, where the area and/or region's relevant stakeholders will identify specific workforce system solutions, improvements and/or strategies to pre-determined topics.
- 201.16 Coordinate and/or actively participate in any BCW|Workforce Continuous Quality Improvement (CQI) activities.
- 201.17 In addition to surveys by the BCW|Workforce Area's Executive Director, the subgrant recipient will:
 - a. Identify additional / alternative survey instruments to assess job seeker and employer needs and satisfaction, for the continuous improvement of service strategies in the OMJ One-Stop Centers.
 - b. Continue to capture feedback from businesses and employers, using online surveys and other evaluation methodologies, to continue to collect and rate information about the BCW|Workforce's OMJ One-Stop Center's ability to refer job seekers who meet employer's expectations, and have the skills employers are seeking, to share the information with the system partners, for the continuous improvement of business and employer solutions and services in the local area
 - c. Share effective practices within the OMJ One-Stop Centers.

- d. If determined necessary, "SWOT" and/or scaling systems will also be conducted.
- 201.18 Work with the BCW|Workforce Area's OMJ One-Stop Centers and partners, in coordination with the BCW|Workforce Area Executive Director, to identify and adopt uniform outreach materials targeted toward job seekers and employers, thereby leveraging funds and avoiding duplication, including:
- a. Assisting system partners in developing and updating, as appropriate, partner pages for the BCW|Workforce website, which will also connect viewers to a partner's program website(s).
 - b. Developing and delivering a consistent social media presence for the area.
 - c. Monthly podcasts focusing on a different aspect of the services offered.
 - d. Virtual interviewing.
 - e. Triage and assigning universal customers.
- 201.19 Observe and make recommendations regarding intake and customer triage, to promote the cross-referral of participants and information sharing at BCW|Workforce Partners Annual Meetings.
- 201.20 Subgrant recipient shall conduct a study to inform the Executive Director and its workforce system partners of available tools and technology to expand participant access to partner programs and service offerings. The study shall include recommendations regarding the use of available tools and their efficacy.
- 201.21 Subgrant recipient shall develop a matrix, which will be shared with the workforce system's partners, so they can better understand each other's programs. The matrix shall minimally provide the following information:
- a. Client eligibility for the workforce system's partner programs.
 - b. Allowable services and activities, including the availability of support services.

- c. Fund, program or expenditure restrictions.
- d. Performance requirements, including the negotiated performance goals for PY20 – PY21.

201.22 Subgrant recipient shall seek out opportunities to increase our services to the BCW|Workforce Area's target populations.

202. PERFORMANCE OF ONE STOP SYSTEM INITIATIVES

- 202.1 Subgrant recipient shall measure performance and continuous improvement through
 - a. Meeting monthly with the WIBBCW Executive Director to share information about the collaborative relationships between the BCW|Workforce system partners, for system reports, and sharing best practices at quarterly workforce system partner meetings.
 - b. Producing a bi-monthly report for review and approval by the WIBBCW Executive Director.
 - c. Conducting quarterly BCW|Workforce System Partner meetings, as evidenced by the meeting schedule, agenda and minutes of the meetings.
 - d. Tracking information, such as the number of referrals to and from partner agencies to improve cross-referrals, for a quarterly report on cross- referral and co-enrollments.
 - e. Presenting quarterly reports and an annual report of the activities and accomplishments of the Operator for the BCW|Workforce Development Board of Directors (WIBBCW).
 - f. Based upon the Quarterly Report, the Operator shall develop recommended operational procedures, including assigning an intermediary to implement necessary partnership initiatives, as appropriate.
 - g. Organizing and facilitating an annual BCW|Workforce System Solutions Group for all of the system's workforce-related partners, providers, stakeholders and "decision makers", as guided by the WIBBCW Executive Director and the system Operator, to update a Continuous Quality Improvement (CQI) Plan that sets goals and objectives to further align the system's partners, programs and

services, for communication to all OMJ One-Stop Center staff through their quarterly meetings.

h. The Agendas and topics covered during quarterly trainings.

202.2 The contents of the bi-monthly, quarterly and annual reports, in addition to the items identified in this Subgrant agreement shall be agreed to between the Executive Director and the OMJ | BCW Consortium.

202.3 Assisting the OMJ One-Stop Centers to adopt and implement appropriate health and safety measures, in response to the COVID-19 such as, but not limited to, providing for social distancing, personal protective equipment for staff, sanitization of the centers and rules for use of the facilities by customers.

203. WIOA FIREWALL REQUIREMENTS

203.1 The Consortium operator shall comply with the WIOA firewall requirements as stated below and shall comply with the WIBBCW firewall/conflict policy. It is agreed that staffing shall be in accordance with the language of this agreement, which differs from the policy and which provides for the Consortium Staffing model and an agreement to discuss additional staff mid-year as provided in this agreement.

203.2 The Workforce development system One-Stop Operator shall:

- a. Disclose any potential conflicts of interest arising from the relationships of the BCW|Workforce System operator with particular training or other service providers, including but not limited to career services providers.
- b. In coordinating services and serving as a system operator, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment, who may require longer-term services, such as intensive employment, training, and education services.
- c. Comply with Federal regulations, and procurement policies. The OMJ | BCW Consortium Operator is made up of county government entities and does not generate a profit.

ARTICLE III
COMPENSATION AND FISCAL REQUIREMENTS

300 COMPENSATION

300.1 The consortium shall pay for the one stop operator costs through the one-stop infrastructure agreement and the formula WIOA allocation awarded to each member county. The consortium operator shall follow the guidance provided by the Ohio Department of Job and Family Services for drawing down funds and shall follow 2 CFR 200 et. al. as it applies to the expenditure and accounting for grant funds.

300.2 To be in compliance with the required WIOA firewall between the entities responsible for managing and delivering WIOA Title I career services, while also serving as the workforce system operator, staff time shall be clearly cost allocated:

300.3 Warren County as the fiscal agent shall be responsible for drawing down the funds allocated to each of the member counties of the consortium. Each of the member county OMJ's shall be responsible for timely reporting of expenditures to the Warren County Fiscal Agent who shall report expenditures and allocate drawdowns in accordance with Ohio Job and Families guidelines. Each OMJ and one-stop operator consortium member shall allocate costs at the local level in accordance with their individual cost allocation plans.

300.4 Fiscal Controls

a. Subgrant recipient agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), so as to be able to satisfactorily account for all monies spent under this Agreement.

b. Subgrant recipient will not be paid in advance of work performed or services rendered.

300.5 Agreement Contingent Upon the WIBBCW's Receipt of Funds

Subgrant recipient agrees and understands that funds allocated to the Subgrant recipient under this Agreement or any amendment hereto are contingent upon receipt of the federal grant funds under which this Agreement is funded and therefore, reserves unto itself the right to unilaterally de-obligate or amend Subgrant recipient's budget based upon the funds awarded. Any de-obligation or amendment to the funds

allocated under this Agreement, shall be effective upon notification to the Subgrant recipient.

300.6 Compliance with the Uniform Guidance

- a. Subgrant recipient agrees to comply with the Uniform Guidance at 2CFR 200 et seq.
- b. Subgrantee agrees to implement this Subgrant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Subgrantee's budget. Any conflict or inconsistency between the above and this Subgrant Agreement will be resolved in favor of those laws, regulations, policies, and procedures.
- c. Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, ODJFS and the WIBBCW policies, and the budget attached to this Subgrant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Subgrant Agreement will be resolved in favor of those laws, regulations, policies and procedures.

300.7 Debarment and Suspension

Subgrant recipient certifies that they are not on the list of entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification attached to this Agreement.

301 Maintenance of Fiscal Records in Accordance with GAAP

- 301.1 Subgrantee agrees to maintain their books *and* records in accordance with Generally Accepted Accounting Principles, (GAAP), *and* to institute fiscal controls as appropriate, to satisfactorily account for all monies spent.
- 301.2 Subgrantee shall be responsible for the actions of its representatives, employees, *and* instructors with regard to all aspects of the Subgrantee's program including, but not limited to, program implementation, the certification *and* submission of time and attendance records, invoices, submission and verification of financial reports, *and* maintenance of records.

302. Subgrantee Salaries

Subgrantee salary and bonuses paid with federal funds may not exceed Federal

General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website.

303. Use of Funds to Purchase of Real Property Prohibited

Funds under this Subgrant Agreement may not be used for the purchase in whole or in part of real property.

304. Release of Claims Upon Final Payment

The Subgrantee, upon final payment of amounts due under this Subgrant Agreement, less any credits, refunds, or rebates due to the WIBBCW, hereby releases and discharges the WIBBCW from any financial claims arising from this Subgrant Agreement.

305. Non-Budgeted and Unallowable Costs

Subgrantee shall not expend funds on costs deemed unallowable pursuant to 2 CFR 200 et al.

306. Property Management

306.1 Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the WIBBCW workforce programs. Title to property purchased with funds made available through this Subgrant Agreement shall vest with the State of Ohio and/or the subgrantee which shall be responsible for inventory related to the property.

306.2 Subgrantee shall not use grant funds to purchase a part or portion of personal property.

306.3 In the event that Subgrantee enters into a lease for real property with funds under this Subgrant Agreement subgrantee shall assure the lease contains a de-obligation clause similar to that contained in this Subgrant Agreement. The lease shall not obligate the WIBBCW and if the lease is for a facility owned by Subgrantee then lease payments shall be limited in amount in accordance with the 2 CFR 200.

306.4 Subgrantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Subgrant Agreement.

306.5 Subgrantee shall provide insurance coverage for all property purchased with Agreement funds in the event of loss or damage and shall list the WIBBCW as the loss payee with regard to such property.

306.6 Sub-grantee shall present the WIBBCW with a physical inventory of all property located in the OMJ Centers purchased with WIBBCW funds.

307. Subgrant Agreement Closeout

The Subgrantee shall comply with all provisions of ODJFS Sub-grant Agreement Closeout Procedures.

308. Duplicate Funding

Subgrantee costs or earnings to support this contract may not also be claimed under another contract or grant from another agency.

309. Multiple Funding Sources

Subgrantee shall utilize a cost allocation methodology which assures that each funding stream, paying only its fair share of costs for services, overhead, and staffing as required by WIOA and 2 CFR 200 et al. The cost allocation plan and supportive documentation shall be included in the audit of Subgrantee's program.

END OF ARTICLE III

ARTICLE IV
STATUTORY AND REGULATORY REQUIREMENTS

400. Political Activity

400.1 Application of the Hatch Act

None of the funds or services under this Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

400.2 Prohibition Against Acting as a Spokesperson for the WIBBCW

Subgrant recipient may not, at any time, engage in partisan political activities in which Subgrant recipient represents himself/herself as a spokesperson for the WIBBCW or the program funded under this Agreement.

400.3 Application of the Byrd Anti-Lobbying Amendment (31 U.S.S 1352)

Subgrant recipient certifies that it will not and has not used federal funds to pay any person or organization to influence or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Subgrant recipient agrees to disclose any lobbying with non-Federal funds in connection with obtaining any federal award.

401 Religious Activity

401.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Subgrant recipient's obligations under this Agreement.

401.2 Prohibition Regarding Use of Funds for Religious Activities

Subgrant recipient shall not use any funds received under this Agreement in support of any religious activity or anti-religious activity.

402 Non-Discrimination

402.1 Title VI and Title VII of the Civil Rights Act

Subgrant recipient agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.

402.2 Executive Order 11245

Subgrant recipient agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

402.3 The Age Discrimination Act

Subgrant recipient agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

402.4 Section 504 of the Rehabilitation Act

Subgrant recipient agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

402.5 Title IX of the Education Amendments

Subgrant recipient agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.).

402.6 The Americans with Disabilities Act

Subgrant recipient agrees to comply with Title III of the Americans with Disabilities Act (42 U.S.C. § 12181 et seq.).

402.7 WIOA Section 188

Subgrant recipient agrees to comply with WIOA §188 and the regulations promulgated thereunder.

402.8 Faith Based

Subgrant recipient agrees to assure Equal Treatment for Faith Based Organizations. 29 CFR 2, Subpart D.

402.9 Complaint Procedures

Subgrant recipient agrees to be governed by the discrimination complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

402.10 Non-Discrimination Complaints

- a. Subgrant recipient agrees to adhere to the WIBBCW grievance procedures.
- b. In the event of a contract dispute the WIBBCW Executive Director and the Executive Director of the Butler County Job and Family Services parties shall promptly communicate with each other to resolve the dispute.

403 Communications, Program Names, Signage, Publicity and Publication

403.1 Publication of Program Results

Subgrant recipient may not undertake any publicity or publish for public consumption any results or information about WIBBCW programs or activities without prior review by the WIBBCW Executive Director to assure that there is a coordinated unified outreach, marketing and response to the public for the workforce area. The one-stop operator shall assist in coordinating messages with the WIBBCW Executive Director, to the public.

403.2 Public and Media Outreach Approval

All public and media outreach and marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting or regarding the WIBBCW shall be coordinated with the WIBBCW Executive Director through the one-stop operator.

403.3 Coordination of Communications

Communications, oral or written, between Subgrant recipient and the WIBBCW governing boards shall be initiated through contact with the WIBBCW Executive Director prior to making any contact with the members of the WIBBCW governing boards so the Subgrantee and the WIBBCW can jointly agree and arrive at a consensus before approaching the workforce development board, its active members, or elected officials.

403.4 Media Relations, Public Information, And Outreach

- 403.5 All outreach materials shall state that funding is provided by the WIBBCW and shall comply with the Steven's amendment.

404 Sub-Subgrant recipients

404.1 Prohibition Against Assignment and Subcontracting

Subgrant recipient shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Agreement without the WIBBCW's prior written approval except that the one-stop operator may be assigned from any of the member consortium governments.

404.2 Subcontracts Must Be in Writing

Services approved for subcontracting shall be specified by a written Agreement and shall be subject to each provision of this Agreement. A copy of the subcontract shall be provided to the WIBBCW upon execution.

404.3 Subcontracts Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Subgrant recipient under this Agreement.

404.4 Subcontracts Subject to Procurement Requirements

Selection of sub-subgrant recipient(s) is subject to the procurement requirements described in 2 CHR 200.317 et al.

405 Notice

405.1 Notice to the WIBBCW

All notices required to be given to the WIBBCW under this Agreement shall be sufficient when hand delivered or mailed to the WIBBCW at its office located at 406 Justice Dr., Lebanon, OH 45036 and addressed to the WIBBCW Executive Director.

405.2 Notice to Subgrant recipient

All notices required to be given to the Subgrant recipient under this Agreement shall be sufficient when hand delivered or mailed to the Subgrant recipient at its office located at 315 High St., 9th Floor, Hamilton, OH 45011.

405.3 Notice of Actions Involving Sub-Subgrant recipients

Subgrant recipient shall give the WIBBCW immediate notice in writing of any action or suit filed, or of any claim made against Subgrant recipient by any one stop partner, sub-subgrant or vendor which in the opinion of the

Sub-grant recipient may result in litigation, related in any way to this Agreement.

406 Integration

406.1 Exhibits

The parties agree and understand that the words and figures contained in the following list of documents are incorporated by reference unless otherwise noted, and are as fully a part of this Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The Agreed to Infrastructure budget
- b. Exhibit B - State Assurances and Certifications. This exhibit is attached to the Agreement.
- c. Exhibit C- Drug-Free Workplace Certification
- d. Exhibit D – Debarment Form. This exhibit is attached to the Agreement.
- e. Exhibit E – Lobbying Form. This exhibit is attached to the Agreement.
- f. Exhibit F – Lobbying Certification Form. This exhibit is attached to the Agreement.
- g. Exhibit G - Certification Regarding Environmental Tobacco Smoke. This exhibit is attached to the Agreement.
- h. Exhibit H - WIOA 29 U.S.C. 3101 et seq. Public Law 113 – 128. Statutes and regulations applicable to this Agreement. Exhibit H is a public law and is not attached to this Agreement.
- i. Exhibit I - Immigration and naturalization service regulations for employers and employees Public Law 107 -124 and 107-125
- j. Exhibit I, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2019-2020

407 Vested Powers

All powers not explicitly vested in the Subgrant recipient by this Agreement will remain with the WIBBCW.

408 Termination

408.1 Termination Conditions

- a. The WIBBCW or Subgrant recipient may request a termination for convenience upon thirty (30) days prior written notice to the other or such shorter period as may be mutually agreed to by the parties.
- b. WIBBCW may immediately terminate this Agreement if for any reason either the federal government or the State of Ohio fails to provide the WIBBCW with the grants under which this Agreement is funded.
- c. The WIBBCW may terminate this Agreement at any time that the WIBBCW authorized representative, which shall be the Executive Director, determines that:
 - i. Subgrant recipient has failed to comply with any of the provisions contained in this Agreement, or
 - ii. Subgrant recipient has failed to perform in whole or in part under this Agreement or has failed to make sufficient progress so as to endanger Subgrant recipient's performance of their obligations under this Agreement; or
 - iii. Subgrant recipient has failed to comply with the Statutes or Regulations applicable to this Agreement; or,
 - iv. If, after being provided a period for corrective action for a deficiency noted under this Agreement Subgrant recipient has failed to take corrective action within the period prescribed by the WIBBCW.
 - v. Subgrant recipient has taken an action, which in the opinion of the WIBBCW Executive Director, jeopardizes the program or the funds made available under this Agreement.
 - vi. Subgrant recipient has employed undocumented immigrants in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

408.2 Payments Due Subgrant recipient in the Event of a Termination

In the event of a termination, if funds have been paid to the Subgrant recipient in addition to their draw down shall be paid for services rendered

up to the date of termination however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Subgrant recipient which are applicable to the terminated portion of this Agreement; and
- b. Any credits, discounts or overpayments.
- c. Any claim which the WIBBCW may have against the Subgrant recipient in connection with this contract or any other prior Agreement; and
- d. Any outstanding questioned or disallowed costs attributable to the Subgrant recipient arising out of an investigation, monitoring report or audit of this Agreement or any other Agreement Subgrant recipient had with the WIBBCW; and

408.2 Subgrant recipient Liability

In the event of a termination for cause, Subgrant recipient shall be liable to the WIBBCW and the Consortium of Elected Officials for damages sustained by the WIBBCW by virtue of any breach of the Agreement by the Subgrant recipient including court costs and reasonable attorney's fees.

409 Maintenance of Effort

409.1 Prohibition Against Displacement

Employment funded under this Agreement shall only be in addition to employment, which would otherwise be financed by the Subgrant recipient without assistance under this Agreement.

409.2 Maintenance of Effort Assurance

- a. To assure maintenance of effort the program funded by this Agreement:
 - i. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
 - ii. Shall not impair current contracts for services or collective bargaining Agreements or result in the substitution of federal funds made

available by this Agreement to subsidize work that would otherwise be performed by the Subgrant recipient.

- iii. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.

409.3 Participant Placement

- a. No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement when any other individual is on lay-off from the same or any substantially equivalent job.
- b. No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement when the employer/Subgrant recipient has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by WIOA or paid for with WIOA funds.

409.4 Relocation

Subgrant recipient shall not use any of the funds under this Agreement to encourage or induce the relocation of an establishment. Subgrant recipient shall not enter into any Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to the WIBBCW.

410 Davis Bacon Wages

Subgrant recipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the applicable US DOL regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

411 Copeland Anti-Kickback Act

Subgrant recipient shall comply with the requirements of the Copeland Anti-Kickback Act (40 U.S.C. 3145), and the applicable US DOL regulations (29 CFR

Part 3, "Subgrant recipients and Subgrant recipients on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

412 Prohibition Against Unallowable and Criminal Activities

412.1 Unallowable, Fraudulent and Criminal Activities

Subgrant recipient shall not embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Agreement or amendments hereto. If Subgrant recipient violates this provision, Subgrant recipient shall be required to refund all monies and shall be subject to the sanctions of the Act and to the criminal provisions of Title 18 of the United States Code §665. Subgrant recipient shall also be subject to the immediate suspension of payments and/or termination of this Agreement.

412.2 Prohibition Against Solicitations and Gratuities

Subgrant recipient certifies that neither they nor any of their officers or employees have tendered, or solicited gratuities, favors or anything of monetary value, from any WIBBCW employee or governing board member or otherwise exerted any undue influence in the selection process or award of this contract.

412.3 Prohibition Against the Payment of Fees

Subgrant recipient agrees that they will not use any of the funds under this Agreement for the payment of a fee in connection with the placement or referral of an WIOA participant to training.

413 Child Labor Laws and the Pro Children Act

413.1 Child Labor Laws

Subgrant recipient shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Agreement.

413.2 Pro-Children Act

Subgrant recipient agrees to comply with the Pro-Children Act 20 U.S.C. 6083.

414 Collective Bargaining Agreements

Subgrant recipient agrees to comply with and shall not violate the terms and conditions of any collective bargaining Agreement in effect and applicable to this Agreement during the course of this Agreement.

415 Unions

Subgrant recipient shall not use any funds under this Agreement to assist, promote, or deter union organizing.

416 Health and Safety Standards

Subgrant recipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 et seq., and 29 CFR part 5.

417 Certification Regarding Environmental Tobacco Smoke

Subgrant recipient agrees to comply with the Certification Regarding Environmental Tobacco Smoke.

418 Insurance and Bonding

Provider affirms that it is adequately insured under the provisions of County Risk Sharing Authority (CORSA) of Ohio as outlined in Exhibit J, County Risk Sharing Authority (CORSA) Memorandum of Coverage 2019-2020 and that these levels meet or exceed the minimum coverage amounts outlined in the WIBBCW Request for Proposals. It agrees to maintain these coverage levels for the duration of this contract.

419 Independent Subgrant recipient

419.1 This Agreement Does Not Create an Agency or Employment Relationship
Subgrant recipient agrees that Subgrant recipient is an independent Subgrant recipient and no provision of this Agreement shall be construed as creating an agency or employment relationship between the WIBBCW and Subgrant recipient or Subgrant recipient's employees.

419.2 Subgrant recipient Responsible for Acts of Employees

Subgrant recipient agrees that they are responsible for the actions of its representatives, employees, and instructors with regard to all aspects of Subgrant recipient's program including, but not limited to, program implementation, the certification and submission of time and attendance

records, invoices, submission and verification of financial reports, and maintenance of records.

420 Indemnification

420.1 Subgrant recipient will be responsible for the consequences of its negligence or failure to perform in accordance with the contract and will defend WIBBCW against claims based upon Subgrant recipient's negligence or failure to perform.

420.2 Rights and Remedies Not Waived

No payment by the WIBBCW to Subgrant recipient shall be construed as a waiver of any breach or default in the performance of any condition under this Agreement or amendment hereto; nor shall such payment impair or prejudice any right of the WIBBCW with respect to such breach or default; nor shall any assent by the WIBBCW express or implied, to such breach or default, be construed as assent to any succeeding breach or default.

421 Conflict of Interest and Code of Conduct

421.1 Compliance with Federal and State Conflict Rules

Subgrant recipient certifies that Subgrant recipient is in compliance with the WIOA and State conflict of interest restrictions including Ohio ethics laws as listed in the Ohio Revised Code Chapters 102 and 2921 and the Ohio Administrative Code Chapter 5101.

421.2 Code of Conduct

Subgrant recipient agrees to abide by the WIBBCW's Code of Conduct or with its own Code of Conduct so long as it meets the minimum standard set forth in the Uniform Guidance at 2 CFR 215.42.

421.3 Avoidance of Purchasing Conflicts

- a. Subgrantee shall make written disclosure of any and all financial transactions from a member of Subgrantee's immediate family and shall coordinate with the WIBBCW Executive Director who shall query ODJFS to assure compliance with State and Federal conflict rules prior to the completion of the transaction.
- b. Neither Subgrant recipient nor any individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement, shall participate in the

procurement from a related party, enter into a contract, and/or purchase goods, and/or services with funds made available under this Agreement from an individual related to Subgrant recipient or Subgrant recipient's employees.

421.4 Expert Witness Prohibition

Subgrant recipient agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against the WIBBCW, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of the WIBBCW, or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

421.5 Subgrantee Management and Officers

Subgrantee assures that there was no financial interest involved on the part its officers, or employees in the development of the specifications or the negotiation or of this Subgrant agreement.

421.6 Conflict Rules Applicable to Sub-Subgrant recipients

In the event Subgrant recipient is given written authorization from the WIBBCW to utilize Sub-Subgrant recipients to perform any services required by this Agreement Subgrant recipient agrees to prohibit such Sub-Subgrant recipients by written contract, from having any conflicts as within the meaning of this section.

422 Nepotism

422.1 Nepotism in Employment

- a. Subgrant recipient may not hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is employed in an administrative capacity for the WIBBCW or the Subgrant recipient. Subgrant recipient shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Agreements or make purchases without the WIBBCW's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's

length and involves a family member as described herein, or a business partner or related company.

- b. No individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement in or to a position with the Subgrant recipient's organization a member of that individual's immediate family.

422.2 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

423 Governing Laws and Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Ohio. Any legal action brought pursuant to the contract shall be filed in the courts located in Warren County, Ohio.

424 Compliance with the Clean Air Act, and the Federal Water Pollution Control Act

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal funds Contactor shall comply with the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C.1251 et seq., as amended.

425 Energy Policy and Conservation Act

Subgrant recipient agrees to comply with the Energy Policy and Conservation Act, 12 USC 6201 and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871).[53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

426 Resource Conservation and Recovery Act, 42 USC 6962.

Subgrant recipient agrees to comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 USC 6962.

427 Trafficking Victims Protection Reauthorization Act of 2013

Subgrant recipient agrees to comply with the Trafficking Victims Protection Reauthorization Act of 2013 (Title XII of the Violence Against Women Reauthorization Act of 2013). Subgrant recipient may not 1)engage in severe forms of trafficking in persons during the term of this Agreement or 2)Procure a commercial sex act during the term of this Agreement or 3)use forced labor in the performance of this Agreement.

428 Veteran's Priority

Subgrant recipient agrees to comply with the Veteran's Priority Provisions 38 U.S.C. 4215, the regulations 20 CFR part 1010 and U.S. DOL Training Employment Guidance Letter (TEGL) No. 10-09 (November 10, 2009) which requires a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services.

429 Attendance at Meetings

Subgrantee shall only send one individual representing the local OMJ to WIBBCW meeting that occurs during normal business hours so as not to make it appear that the work of the OMJ is not primary to the administrators.

430 Confidentiality

Subgrantee shall maintain the confidentiality of all WIOA clients and shall comply with all federal and state laws applicable to the WIBBCW and/or clients of WIOA concerning the confidentiality of WIOA customers.

Provider agrees that the use or disclosure of information, systems or records concerning WIOA customers for any purpose not directly related to the administration of this contract is prohibited and access to the identities of any WIOA customers shall be limited to that which is necessary for the purpose of performing Subgrantee's responsibilities under this contract. Information on WIOA clients shall not be released for research or other publication without the express written consent of the WIBBCW Executive Director, with the exception of information required to be released to comply with Ohio open records law. Subgrantee shall notify the WIBBCW or its designee when a request for information is made under the open records law.

431 Public Assistance Work Program Participants

Pursuant to the Ohio Revised Code Chapter 5107, Ohio Works First Program, and Chapter 5108, Prevention, Retention and Contingency Program, Subgrantee shall not discriminate in the hiring and promotion of applicants for and participants in the

Ohio Works First Program. Subgrantee shall include such provision in any contract, subcontract, grant, agreement or procedure with any other party that will be providing services, directly or indirectly, to WIOA clients.

432 Debt Check Provision

In accordance with Ohio Revised Code Section 9.24 Subgrantee assures that a finding for recovery has not been issued against Subgrantee by the auditor of state. Subgrantee agrees to notify the WIBBCW within one (1) business day if a finding for recovery is issued against Subgrantee during the contract term.

433 Child Support Enforcement

Subgrantee agrees to cooperate with the WIBBCW, ODJFS and any other Child Support Enforcement Agency with respect to assuring compliance and cooperation with federal and State child support laws.

END OF ARTICLE IV

ARTICLE V
PROGRAM REQUIREMENTS

500 Access to Records

500.1 Availability of Records

- a. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Subgrant recipient shall permit the Secretary of Labor, Comptroller General, the Governor, the WIBBCW or their designated representatives to monitor, conduct on site evaluations, audits, and investigations, to ensure compliance with the terms of the Agreement and amendments hereto.
- b. Subgrant recipient shall make original and/or certified copies of all records, related to this Agreement, such as but not limited to fiscal records, invoices, payroll records, personnel files, reports, plans, documents, maps or other data used, produced, or developed by Subgrant recipient pertaining to the program funded by this Agreement or amendment hereto, available to the WIBBCW, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, review, investigation, survey or examination, even though, the Subgrant recipient may at the time of the request no longer be a subgrant recipient of the WIBBCW.
- c. Subgrant recipient agrees that when requested, Subgrant recipient shall furnish any requested records to the WIBBCW within ten (10) days of the request. Failure to comply may result in the WIBBCW's withholding the Subgrant recipient's reimbursement until such time that the Subgrant recipient complies with the request.

500.2 Access to Records Prior to Funding

As required by 2 CFR 200 et al upon demand and/or within thirty (30) days prior to funding Subgrant recipient shall allow the WIBBCW to evaluate Subgrant recipient's fiscal and personnel systems in order to be assured of Subgrant recipient's capability to manage the program or project funded by this Agreement.

501 Record Retention

501.1 Five Year Retention Requirement

Subgrant recipient shall keep copies of all participant and fiscal records pertaining to this Agreement or any amendment hereto for five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

501.2 Commencement of the Record Retention Period

The retention date of records shall commence with the termination of this Agreement or any amendment hereto.

502 Audit

502.1 Requirement to Audit

- a. Subgrant recipient shall provide for the conduct of an external audit of the program funded by this Agreement if the total aggregate expenditures of federal funds received from any source total seven hundred and fifty thousand dollars (\$750,000.00) or more in any fiscal year.
- b. The audit shall be conducted in accordance with the provisions of the Uniform Guidance 2 CFR 200 Subpart F or in accordance with State of Ohio ODJFS guidelines.
- c. Audits shall be organization wide as required by the Uniform Guidance.

502.2 Period of Performance

- a. Audits must be conducted, completed, and submitted within nine (9) months after the end of the audit period or within thirty (30) days of the receipt of the Audit Report which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Subgrant recipient under this or any other Agreement with the WIBBCW.

502.3 Disallowed and Questioned Costs

- a. Subgrant recipient shall be liable to the WIBBCW for any disallowed or questioned costs that Subgrant recipient or the WIBBCW incurs as a result of Subgrant recipient expending funds in violation of this Agreement or in violation of the applicable federal, State or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to the WIBBCW by Subgrant recipient within thirty (30) days of the issuance of the report.
- c. Subgrant recipient agrees to be subject to the monitoring, review and audit resolution procedures established by the WIBBCW, the State of Ohio or the applicable federal agency and to cooperate with the WIBBCW in the event that resolution cannot be achieved at the WIBBCW's level.
- d. The WIBBCW's failure to promptly discover or demand payment for questioned or disallowed costs will not relieve Subgrant recipient from their obligation to repay the disallowance or questioned cost at the time of identification or demand.
- e. Subgrant recipient may with the written approval of the WIBBCW and the State of Ohio, substitute allowable uncharged costs or in kind contributions, made from non-federal sources to support the program funded by this Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Subgrant recipient's fiscal books of account as required by the federal rules. The expenditure must be supported by the Subgrant recipient's independent Audit Report. The uncharged costs must have been incurred in the same title, cost category, and program year as the costs, which they are proposed to replace.
- f. The expiration of the contract shall not affect the WIBBCW's, the State's, or any federal agency's right to audit, disallow, or question a cost, or Subgrant recipient's obligation to repay the cost.
- g. In the event of the voluntary or involuntary dissolution of Subgrant recipient's organization Subgrant recipient shall inform the WIBBCW, within twenty-four (24) hours of Subgrant recipient's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow the WIBBCW to arrange for an immediate audit of Subgrant recipient's organization. The

WIBBCW may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Agreement so that an immediate audit may be performed.

503 Amendments

503.1 Requests for Amendments

If either the Subgrant recipient or the WIBBCW wishes to modify this Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Agreement. No such change shall be effective until approved by the WIBBCW and/or the Subgrant recipient and a formal amendment to this Agreement is executed by both parties.

503.2 The WIBBCW's Unilateral Rights to Amend

Subgrant recipient agrees that the WIBBCW may unilaterally amend this Agreement to conform to changes in any federal or State statute, regulation, or policy which is applicable to the program funded by this Agreement or any amendment hereto.

504 Copyrights, Patents, Rights in Data, Inventions

504.1 Non-Exclusive Use and License

- a. Subgrant recipient agrees that the WIBBCW, the State and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work, or invention developed in whole or in part with contract funds or purchased with contract funds.
- b. The WIBBCW may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by the WIBBCW.
- c. Subgrant recipient agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement.
- d. Any breach of this section shall entitle the WIBBCW to damages at least equal to the fair market value of the materials, products, rights in data,

intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

504.2 Rights to Inventions

Subgrant recipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, as applicable.

505 Fund Raising

Provider shall advise the WIBBCW, prior to initiation of any fund-raising activities and shall allow the WIBBCW to participate. Subgrantee shall report any revenue realized from fund raising activities utilizing staff or resources made available as a result of this subgrant agreement as Program Income in accordance with 2 CFR 200 et al.

506 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and Subgrant recipient and the WIBBCW agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, Subgrant recipient and the WIBBCW, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Subgrant recipient and the WIBBCW.

507 Buy American

Any equipment or goods to be purchased under this Agreement shall be purchased in accordance with the Buy American Act P.L. 103-333 §507.

508 Drug Free Workplace

Subgrant recipient certifies that it is in compliance with the Drug Free Workplace Act of 1988 41 U.S.C. 701 et seq., 45 CFR 82, and all State and federal implementing regulations.

509 Headings

The headings of the sections of this Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

510 Agreement Term

510.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2022.

510.2 This Agreement may be renewed for two (2) additional one-year terms, subject to performance and the WIBBCW / CEO Consortium approval.

END ARTICLE V

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Page 1 of 2

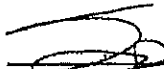
In witness whereof, the parties acknowledged below have executed this Subgrant Agreement as of the day and year _____.

BUTLER COUNTY JOB AND FAMILY SERVICES
315 HIGH ST, 9TH FLOOR
HAMILTON, OH 45011

 11-13-2020

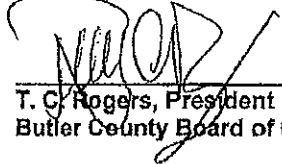
William Morrison, Executive Director

Workforce Investment Board of Butler|Clermont|Warren (WIBBCW)


 _____ Exec. Director (Designee) 1/07/2021
Justin Conger, Chair (or designee) _____
Date

Page 2 of 3 Execution Pages

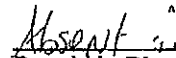
CHIEF ELECTED OFFICIALS (CEO):



T. C. Rogers, President
Butler County Board of County Commissioners

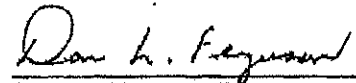


Cindy Carpenter, Vice President
Butler County Board of County Commissioners



Donald L. Dixon, Member
Butler County Board of County Commissioners

Approved As To Form Only:



Assistant Prosecuting Attorney
Butler County

November 2, 2020

(Date)

BCW/Workforce One-Stop System Operator
 Section 406.1 Exhibits
 Exhibit A - The Budget

ORGANIZATION NAME: OMI | BCW
 CONTRACT: OMI Operator Fiscal Year 2020

Invoice Period:

Expense Category	Annual Budget	Current Month	YTD Expenses	Available Budget	% Spent
OMI Center Personnel Costs:					
Wages	\$37,701.03			\$37,701.03	0%
Fringe Benefits	\$5,562.74			\$5,562.74	0%
Total Personnel Costs	\$43,263.77	\$0.00	\$0.00	\$43,263.77	\$
Operating Costs:					
Facility - Rent	\$9,094.65			\$9,094.65	0%
Facility - Utilities	\$1,587.52			\$1,587.52	0%
Facility - Maintenance	\$0.00			\$0.00	#DIV/0!
Communications	\$221.66			\$221.66	0%
Equipment	\$382.16			\$382.16	0%
Office Supplies	\$318.68			\$318.68	0%
Postage	\$0.00			\$0.00	#DIV/0!
Dues/Subscriptions	\$0.00			\$0.00	#DIV/0!
Educational Materials	\$0.00			\$0.00	#DIV/0!
Staff Travel	\$136.45			\$136.45	0%
Staff Training	\$0.00			\$0.00	#DIV/0!
Telephone	\$0.00			\$0.00	#DIV/0!
Insurances	\$0.00			\$0.00	#DIV/0!
Customer Outreach	\$0.00			\$0.00	#DIV/0!
Other-General	\$17,844.09			\$17,844.09	0%
Total Operating Costs	\$25,585.21	\$0.00	\$0.00	\$25,585.21	#DIV/0!
Other Costs:					
Indirect Costs				\$0.00	#DIV/0!
Profit				\$0.00	#DIV/0!
Total Other Costs	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
Total OMI Operator Costs	\$43,263.77	\$0.00	\$0.00	\$43,263.77	#DIV/0!

Assurances and Certifications

Workforce Innovation and Opportunity Act (WIOA) – OhioMeansJobs (OMJ)

Center Operator

Workforce Investment Board of Butler|Clermont| Warren

406 Justice Dr, Suite 301

Lebanon, OH 45036

1. **Federal Debarment Requirements** – Respondent certifies that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR 98. Respondent also affirms that within 3 years preceding this agreement neither it nor any of its principals or subcontractors:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (federal, State, or local) terminated for cause or default.
2. **Mandatory Disclosures** – Pursuant to 2 CFR 200.113, Respondent must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
3. **Qualifications to Conduct Business** – Respondent affirms that it and any and all subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period, the Respondent or its subcontractors, for any reason, becomes disqualified from conducting business in the Ohio, Respondent assures it will immediately notify the Board in writing and will take measures to ensure that the disqualified party immediately ceases performance of contracted activities.
4. **Unfair Labor Practices** – Respondent affirms that neither it, nor its principals or any of its subcontractors, are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify the Respondent as having more than one (1) unfair labor practice contempt of court finding.
5. **Finding for Recovery** – Respondent affirms that it, its principals, and subcontractors are not subject to a finding for recovery under ORC 9.24; or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

BCW|Workforce One-Stop System Operator
Section 406.1 Exhibits
Exhibit B - State Assurances and Certification:

6. **Americans with Disabilities** – Respondent, 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.
7. **Fair Labor Standards and Employment Practices.**
- a. Respondent certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. Pursuant to WIOA Section 188, Respondent does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
 - c. Respondent certifies that it posts notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. Respondent certifies that it collects and maintains data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subcontracts for the workforce development activities funded hereunder.
8. **Ethics Laws** – Respondent certifies that 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. Respondent further affirms that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
9. **Conflict of Interest** – In addition to the WIOA restrictions listed in item 8 above, Respondent affirms it complies with the following, as applicable:
- a. When an organization functions simultaneously in two (2) or more roles, which may include OhioMeansJobs Center Operator or a direct provider of WIOA Career Services or Training Services, Respondent, per 20 CFR 679.430, affirms it will execute a written agreement with the Board that specifies how it will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations.
 - b. Respondent affirms that neither it, nor principals or its subcontractors, holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to the current Governor of Ohio or to the Governor's campaign committee when the Governor was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. Respondent certifies that it has refrained from promising or giving to any Board employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Respondent further certifies that it did not solicit any Board employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43.

- d. Respondent certifies that it, its principals, and its subcontractors, have not nor will acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of its functions and responsibilities under this proposal. The Respondent further certifies that it will immediately disclose any potential incompatible, conflicting, or compromising interest to the Board Chair and Executive Director. The Respondent affirms that the person(s) cited as having a conflicting interest will not participate in any activities hereunder until the Board determines that participation would not be contrary to public interest.
- e. Respondent affirms that it has established safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

10. Lobbying Restrictions.

- a. WIOA Section 106 -
 - i. Respondent affirms that no federal funds paid to it have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. Respondent further certifies compliance with all lobbying restrictions, including 31 USC 1362, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
 - ii. Respondent affirms that it will include the language of this certification for all subcontracts, and that it will require all subcontractors to certify and disclose accordingly.
- b. ORC 121.60 to 121.69 - Respondent certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
 - i. Publicity Restrictions- No funds provided under WIOA shall be used for:
 - 1. Publicity or propaganda purposes; or
 - 2. The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat:
 - 3. The enactment of legislation before Congress or any State or local legislature or legislative body; or
 - 4. Any proposed or pending regulation, administrative action, or order issued by the executive branch of State or local government.
 - ii. Exception - Subparagraph (i) shall not apply to:
 - 1. Normal and recognized executive-legislative relationships;
 - 2. The preparation, distribution, or use of the materials described in Subparagraph (1)(b) in presentation to Congress or any State or local legislature or legislative body; or
 - 3. Such preparation, distribution, or use of such materials in presentation to the executive branch of any State or local government.
 - iii. Salary Restrictions - No funds provided under WIOA shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment or issuance of legislation, appropriations, regulations, administrative action, or an Executive order proposed or pending before

Congress or any State government, or a State or local legislature or legislative body.

iv. Exception - Subparagraph (iii) shall not apply to:

1. Normal and recognized executive-legislative relationships; or
2. Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.

11. **Child Support Enforcement** – Respondent certifies to cooperate with the Board and any child support enforcement agency in ensuring that the Respondent, its employees, and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
12. **Pro-Children Act** – If any activities funded hereunder call for services to minors, Respondent affirms that it will 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.
13. **Drug-Free Workplace** – Respondent, its principals, and subcontractors, certify that it complies 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. Respondent will make a good faith effort to ensure that none of its officers, employees, members, or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
14. **Work Programs** – Respondent affirms it will not 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.
15. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 – Respondent affirms to provide priority of service to veterans and covered spouses for any qualified job training program.
16. **Buy American Requirements** (41 USC 10a) – To the greatest extent practicable, per WIOA Section 502, Respondent affirms it will use funds provided by the Board to purchase American made equipment and products.
17. **Salary and Bonus Limitations** – Per WIOA Section 184(15), Respondent affirms will comply with all salary and bonus limitations.
18. **Environmental Protections** – Respondent affirms it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-

1387), Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. Respondent affirms it will comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201.

19. **The Transparency Act (2 CFR 170)** - Respondent affirms it will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).

20. **Increasing the Use of Seat Belts in the United States (Presidential Executive Order 13043 on April 16, 1997)** - The Respondent affirms it has in place, or will explore adopting and enforcing, on-the-job seat belt policies and programs for its employees when operating vehicles, whether organizationally owned or rented or personally owned.

21. **Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients (Presidential Executive Order 13513: Section 4)** - Respondent affirms it has in place, or will explore adopting and enforcing policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.

22. **Civil Rights Assurance** - The Respondent affirms that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

23. **Certification of Compliance** - The Respondent certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subcontractors.

On behalf of Butler County Department of Job and Family Services, I hereby agree to the listed Assurances and Certifications.

Name and Title of Authorizing Individual: William C. Morrison, Executive Director

Signature of Authorizing Individual:



Date: 4/19/2020

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

4631 Dixie Highway, Fairfield, Butler County, Ohio 45014

315 High Street, Hamilton, Butler County, Ohio 45011

Check If there are workplaces on file that are not identified here.

Butler County Department of Job and Family Services

WBBCW Operator's Memorandum of Understanding

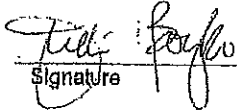
Organization Name

Award Number or Project Name

Judi Boyko, Butler County Administrator

Name and Title of Authorized Representative

Signature



Date

11/23/2020 November 30, 2020

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

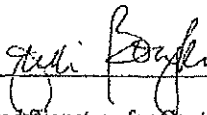
(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

(e) The contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following DUNS Number: 061706040

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this ³⁰ ~~twenty-third~~ day of November, 2020

By



Authorized Signature for Contractor

Judi Boyko, Butler County Administrator

Printed Name and Title

BCW/Workforce One-Stop System Operator
Section 406.1 Exhibits
Exhibit D - Debarment Form

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING LOBBYING

(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check appropriate box:

No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this 23rd day of November, 2020

by Judi Boyko
(Type or Print Name)

Butler County Administrator
(Title of Executing Official)

Judi Boyko
(Signature of Executing Official)

Butler County Board of Commissioners
(Name of organization/applicant)

CONTRACT CLAUSE
NEW RESTRICTIONS ON LOBBYING

This contract, subcontract, or subgrant is subject to Section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract subcontract, or subgrant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold

This Contract Clause regarding lobbying must be included in each application for a subgrant and in each bid for a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure

Each applicant/recipient of a subgrant and each bidder/applicant/recipient of a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement

Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant) who shall forward all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations

Indian tribes, tribal organizations, or any other Indian organizations, including the Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public Law No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Judi Boyko November 30, 2020
Signature and Date
Judi Boyko
Printed Name
Butler County Administrator
Title
Butler County Board of Commissioners
Organization

BCW/Workforce One-Stop System Operator
Section 406.1 Exhibits
Exhibit G - Certification Regarding
Environmental Tobacco Smoke



PUBLIC LAW 107-125—JAN. 16, 2002

115 STAT. 2403

Public Law 107-125
107th Congress

An Act

To provide for work authorization for nonimmigrant spouses of intracompany transferees, and to reduce the period of time during which certain intracompany transferees have to be continuously employed before applying for admission to the United States.

Jan. 16, 2002
[H.R. 2278]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. WORK AUTHORIZATION FOR SPOUSES OF INTRACOMPANY TRANSFEREES.

Section 214(c)(2) of the Immigration and Nationality Act (8 U.S.C. 1184(c)(2)) is amended by adding at the end the following:

"(E) In the case of an alien spouse admitted under section 101(a)(15)(L), who is accompanying or following to join a principal alien admitted under such section, the Attorney General shall authorize the alien spouse to engage in employment in the United States and provide the spouse with an 'employment authorized' endorsement or other appropriate work permit."

SEC. 2. REDUCTION OF REQUIRED PERIOD OF PRIOR CONTINUOUS EMPLOYMENT FOR CERTAIN INTRACOMPANY TRANSFEREES.

(a) **IN GENERAL.**—Section 214(c)(2)(A) of the Immigration and Nationality Act (8 U.S.C. 1184(c)(2)(A)) is amended by adding at the end the following:

"In the case of an alien seeking admission under section 101(a)(15)(L), the 1-year period of continuous employment required under such section is deemed to be reduced to a 6-month period if the importing employer has filed a blanket petition under this subparagraph and met the requirements for expedited processing of aliens covered under such petition."

(b) **CONFORMING AMENDMENT.**—Section 101(a)(15)(L) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(15)(L)) is amended by striking "an alien who," and inserting "subject to section 214(c)(2), an alien who,".

Approved January 16, 2002.

LEGISLATIVE HISTORY—H.R. 2278:

HOUSE REPORTS: No. 107-188 (Comm. on the Judiciary).

CONGRESSIONAL RECORD, Vol. 147 (2001):

Sept. 5, considered and passed House.

Dec. 20, considered and passed Senate.

○

BCW|Workforce One-Stop System Operator
Section 406.1 Exhibits
Exhibit I - Immigration and naturalization
service regulations Public Law 107-125

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENT BELOW

AGENT United Heartland Ins. Agency 185 N. Brookwood Ave. Hamilton, OH 45013	DATE OF ISSUANCE February 25, 2020
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COVERED MEMBER Butler County Board of Commissioners 815 High Street, Floor 6 Hamilton, Ohio 45011	COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH: COUNTY RISK SHARING AUTHORITY 209 EAST STATE STREET COLUMBUS OHIO 43215 JOINT SELF INSURANCE POOL FORMED UNDER OHIO REVISED CODE CHAPTER # 2744
---	---

COVERAGES:
THIS IS TO CERTIFY THAT THE AGREEMENT WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAS BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY THE COVERAGE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

TYPE OF COVERAGE	AGREEMENT NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY	CO-0180	05/01/2019	04/30/2020	\$1,000,000
ERRORS AND OMISSIONS LIABILITY	CO-0180	05/01/2019	04/30/2020	\$1,000,000
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES	CO-0180	05/01/2019	04/30/2020	\$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT INCLUDES THEFT, WIND & FIRE \$100,000 DEDUCTIBLE	CO-0180	05/01/2019	04/30/2020	Per Schedules
Excess Liability	CO-0180	05/01/2019	04/30/2020	\$5,000,000

BCW/Workforce One-Stop System Operator
Section 406.1 Exhibits
Exhibit J - CORSA Memorandum of
Coverage 2019-2020

CRIME:EMPLOYEE DISHONESTY/FAITHFUL PERFORMANCE	CO-0180	05/01/2019	04/30/2020	\$1,000,000
CYBER LIABILITY \$100,000 Per Claim/\$500,000 Aggregate And thereafter \$2,500 per claim	CO-0180	05/01/2019	04/30/2020	\$1,000,000
Privacy & Security Liability				\$ 500,000
Privacy Response Expenses				\$ 250,000
Claims Expenses, Regulatory Proceedings/ Penalties				\$ 250,000
PCI-DSS Assessments				
DESCRIPTION OF OPERATIONS\LOCATIONS\VEHICLES\SPECIAL ITEMS:				
CERTIFICATE HOLDER: Proof of Insurance		CANCELLATION: SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING POOL WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING POOL, OR ITS REPRESENTATIVES.		
AUTHORIZED REPRESENTATIVE <u>Shari Rodars</u>				

CORSAs

County Risk Sharing Authority 2019-2020 MEMORANDUM OF COVERAGE

Member Name: Butler County Board of Commissioners

Member Number: 0180

I. LIABILITY		LIMITS	DEDUCTIBLE	RETROACTIVE DATE(S)
A.	GENERAL LIABILITY Occurrence Coverage	\$1,000,000 each Occurrence	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable
B.	LAW ENFORCEMENT LIABILITY Occurrence Coverage	\$1,000,000 each Occurrences	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable
C.	AUTOMOBILE LIABILITY Occurrence Coverage	\$1,000,000 each Occurrence	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable
D.	ERRORS AND OMISSIONS LIABILITY Claims Made Coverage	\$1,000,000 each Occurrence \$1,000,000 annual aggregate \$100,000 each Occurrence Back Wages	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	May 16, 1990
E.	OHIO STOP GAP EMPLOYERS' LIABILITY Occurrence Coverage	\$1,000,000 each Occurrence	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable
F.	EMPLOYEE BENEFITS LIABILITY Occurrence Coverage	\$1,000,000 each Occurrence	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable
G.	PRIVACY AND SECURITY LIABILITY PRIVACY RESPONSE EXPENSES CLAIMS EXPENSES, REGULATORY PROCEEDINGS/ PENALTIES PCI-DSS ASSESSMENTS This section G, is Claims Made Coverage	\$1,000,000 each Occurrence \$1,000,000 annual aggregate \$500,000 (included in aggregate) \$250,000 (included in aggregate) \$250,000 (included in aggregate)	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim for each item in section G.	May 1, 2014 for Third Party, Privacy Response, Regulatory and Claims and May 1, 2017 for PCI-DSS Assessments
H.	ATTORNEY DISCIPLINARY PROCEEDINGS Claims Made Coverage	\$25,000 each Occurrence \$25,000 annual aggregate	\$2,500.00	5/1/2008

I.	DECLARATORY, INJUNCTIVE OR EQUITABLE RELIEF Claims Made Coverage	\$25,000 each Occurrence \$25,000 annual aggregate	\$2,500.00	5/1/2015
J.	EXCESS LIABILITY	\$5,000,000.00 each Occurrence No annual aggregate with respect to General Liability, Law Enforcement Liability and Automobile Liability \$5,000,000.00 each Occurrence \$ 5,000,000.00 annual aggregate with respect to Errors and Omissions Liability \$2,000,000 each Occurrence No annual aggregate with respect to General Liability for a County Home	Not Applicable	May 1, 1997 for \$2,000,000 xs \$1,000,000 and May 1, 1998 for \$3,000,000 xs \$3,000,000, except with respect to the County Home which is May 1, 1997 for \$1,000,000 xs \$1,000,000 and May 1, 2016 \$1,000,000 xs \$2,000,000.

II. PROPERTY		LIMITS	DEDUCTIBLE	RETROACTIVE DATE(S)
A.	DIRECT PHYSICAL LOSS OR DAMAGE	Per Schedule on File	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable
B.	COLLAPSE	Per Location Schedule	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable
C.	EQUIPMENT BREAKDOWN	\$100,000,000	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable

III. TIME ELEMENT		LIMITS	DEDUCTIBLE	RETROACTIVE DATE(S)
A.	GROSS EARNINGS/EXTRA EXPENSE	\$2,500,000 each Occurrence	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable
B.	CONTINGENT BUSINESS INTERRUPTION	\$100,000 each Occurrence	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim	Not Applicable

IV. CRIME		LIMITS	DEDUCTIBLE	RETROACTIVE DATE(S)
A.	CRIME	\$1,000,000	\$100,000 per claim, \$500,000 aggregate and thereafter \$2,500 per claim Not Applicable for A.1 Employee Dishonesty/Faithful Performances or A.3 Dog Warden Blanket Bond	Not Applicable

CORSA
 County Risk Sharing Authority
 Summary of Coverage Agreement #CORSA 001 20190501

SECTION I. LIABILITY COVERAGES

The Limits of Liability shown apply separately to each Member of CORSA. It is further agreed that in the event of a single Claim and/or Occurrence involving more than one Member of CORSA, the maximum Limit of Liability available under all Coverage Agreements for that Claim and/or Occurrence is the highest limit, including Excess Liability, purchased by any single Member involved in the loss for any one Claim and/or Occurrence.

- A. **GENERAL LIABILITY, Occurrence basis,**
 - Bodily Injury, Property Damage, Personal Injury, Advertising Injury and Medical Professional Liability: \$1,000,000 each Occurrence Combined Single Limit no annual aggregate
 - Products and Completed Operations Limit: \$1,000,000 each Occurrence Combined Single Limit \$1,000,000 annual aggregate
 - Medical Payments Limit: \$5,000 each person / \$50,000 each accident
- B. **LAW ENFORCEMENT LIABILITY, Occurrence basis,**
 - Occurrence or Wrongful Acts Limit: \$1,000,000 each Occurrence Combined Single Limit no annual aggregate
- C. **AUTOMOBILE LIABILITY, Occurrence basis,**
 - Bodily Injury, Property Damage Limit: \$1,000,000 each Occurrence Combined Single Limit no annual aggregate
 - Medical Payments Limit: \$5,000 each person / \$50,000 each accident
- D. **ERRORS AND OMISSIONS LIABILITY, Claims Made basis. Retroactive Date(s) as scheduled**
 - Wrongful Acts Limit: \$1,000,000 each Occurrence \$1,000,000 annual aggregate
 - Back Wages Limit: \$100,000 each Occurrence
- E. **OHIO STOP GAP/EMPLOYER'S LIABILITY, Occurrence basis,**
 - Limit: \$1,000,000 each Occurrence Combined Single Limit No annual aggregate
- F. **EMPLOYEE BENEFITS LIABILITY, Occurrence basis,**
 - Limit: \$1,000,000 each Occurrence Combined Single Limit No annual aggregate

- G. PRIVACY AND SECURITY LIABILITY AND EXPENSE, Claims Made basis.**
Retroactive Date(s) as scheduled
- | | |
|---|--------------------|
| Third Party Liability | Limit as scheduled |
| Privacy Response Expenses | Limit as scheduled |
| Claims Expenses, Regulatory Proceedings and Penalties | Limit as scheduled |
| PQI-DSS Assessments | Limit as scheduled |
- H. ATTORNEY DISCIPLINARY PROCEEDINGS, Claims Made basis.**
- | | |
|--------|---|
| Limit: | \$25,000 each Occurrence
\$23,000 annual aggregate |
|--------|---|
- I. DECLARATORY, INJUNCTIVE OR EQUITABLE RELIEF, Claims Made basis.**
- | | |
|--------|---|
| Limit: | \$25,000 each Occurrence
\$25,000 annual aggregate |
|--------|---|
- J. EXCESS LIABILITY, Retroactive Date(s) as scheduled**
- | | |
|---|--------------------|
| Excess of underlying limits for A-F above.
Does not apply to Uninsured/Underinsured
Motorists Coverage, Privacy and Security
Liability and Expense, Attorney Disciplinary
Proceedings and Declaratory, Injunctive or
Equitable Relief coverages. | Limit as scheduled |
|---|--------------------|

SECTION II. PROPERTY COVERAGE

- A. DIRECT PHYSICAL LOSS OR DAMAGE**
- | | |
|--|--|
| REAL AND PERSONAL PROPERTY:
Incl. Electronic Data Processing Equipment | Per Renewal Schedule
Replacement Cost, unless modified by amendment |
| FLOOD:
(EXCLUDING PROPERTY IN FLOOD ZONE A) | \$100,000,000 each Occurrence
\$100,000,000 annual CORSA aggregate |
| EARTHQUAKE/EARTH MOVEMENT: | \$100,000,000 each Occurrence
\$100,000,000 annual CORSA aggregate |
| ACCOUNTS RECEIVABLE | \$1,000,000, unless modified by amendment |
| AUTO PHYSICAL DAMAGE: | Actual Cash Value (ACV) or cost of repair,
whichever is less |
| AUTOMATIC ACQUISITION: | \$5,000,000 |

BRIDGES:	
(OTHER THAN COVERED BRIDGES):	If covered by amendment
CONTRACTOR'S EQUIPMENT:	Per renewal schedule Replacement Cost or Actual Cash Value per renewal application
ERRORS AND OMISSIONS:	\$250,000 each Occurrence
FINE ARTS:	\$1,000,000 each Occurrence
LAW ENFORCEMENT AND THERAPY CANINES:	If covered by amendment
MOBILE MEDICAL EQUIPMENT:	\$250,000 each Occurrence
POLLUTANT CLEANUP/REMOVAL	\$10,000 each coverage period
PROPERTY IN TRANSIT:	\$100,000 each Occurrence, unless modified by amendment
SCHEDULED 1&2 CONTROLLED SUBSTANCES CLEANUP/REMOVAL	\$35,000 each coverage period
SERVICE INTERRUPTION PROPERTY DAMAGE	\$2,500,000 24 hour waiting period
TRAFFIC SIGNALS:	If covered by amendment
UNDERGROUND FIBER OPTIC LINES:	If covered by amendment
VALUABLE PAPERS	\$2,500,000 each Occurrence, unless modified by amendment
WATER AND SEWER LINES:	If covered by amendment
OTHER COVERAGES AS REQUESTED ON 2019 CORSA RENEWAL APPLICATION	
B. COLLAPSE	Per Renewal Schedule Replacement Cost, unless modified by amendment
C. EQUIPMENT BREAKDOWN COVERAGE	
Comprehensive Coverage (Repair or Replacement cost basis) including Boilers, Fired and Unfired Pressure Vessels, Air Conditioners, Pumps, Motors, Generators, Electronic Data Processing Equipment, Internal Combustion Engines, including any production and maintenance machines.	
Combined Limits: Property Damage, Business Income, Extra Expense, Service Interruption	\$100,000,000 each Breakdown

Sublimits:

Demolition and Increased Cost of Construction	\$4,000,000
Spillage	\$500,000
Expediting Expense	\$500,000
EDP Extra Expense	\$25,000
Data & Media	\$100,000
Hazardous Substances	\$250,000
Ammonia Contamination	\$500,000
CFC Refrigerants	\$500,000

SECTION III: TIME ELEMENT COVERAGE

A. GROSS EARNINGS/EXTRA EXPENSE	\$2,500,000 each Occurrence unless modified by amendment
B. CONTINGENT BUSINESS INTERRUPTION	\$100,000

SECTION IV: CRIME COVERAGE

A. CRIME COVERAGE	
1. Employee Dishonesty/Faithful Performance	\$1,000,000 each Occurrence
Individual Public Official Bond Excess	\$250,000 each Occurrence
Claims Expense	\$1,000 each Occurrence
2. Loss Inside the Premises (Money & Securities)	\$1,000,000 each Occurrence
3. Loss Outside the Premises (Money & Securities)	\$1,000,000 each Occurrence
4. Money Orders and Counterfeit Paper Currency	\$1,000,000 each Occurrence
5. Depositors Forgery	\$1,000,000 each Occurrence
6. Fund Transfer Fraud	\$500,000 each Occurrence
7. Computer Fraud	\$500,000 each Occurrence
8. Dog Warden Blanket Bond	\$2,000 Bond Limit

This outline constitutes a summary of the major points of coverage and is not to be considered as an interpretation of the intent of the Coverage Agreement. This is for reference only and does not add to, alter, amend, or extend coverage. Coverage terms, conditions, and exclusions are set forth in the Coverage Agreement, and in case of any actual or perceived conflict or inconsistency between the Memorandum of Coverage and the Coverage Agreement, the terms of the latter shall control.

CORSA

Boards and Commissions

Board Name	Active Date	Expiration Date
Members Buller County Board of Commissioners		
Alcohol and Drug Addiction Services Board	10/12/2013	
Board of Zoning Appeals	4/12/06	11/18/2012
Buller County Child Fatality Review Board	04/12/09	
Buller County Food Authority	01/12/09	01/12/09
Community Development Board	01/12/09	01/12/09
County Zoning Commission	01/12/00	01/12/00
Healthcare Board of Appeals	01/12/09	
Soil & Water Conservation District	01/12/00	01/12/00
Workforce Development Policy Board - Health (Warren, Chairman)	01/12/00	
Workforce Policy Board - High Tech (Warren, Chairman)	01/12/00	
Total for Buller County Board of Commissioners - 10 Boards		

**COUNTY RISK SHARING AUTHORITY
ADDENDUM TO 2019-2020 MEMORANDUM OF COVERAGE**

For Butler County Member No: 0180

THE AMENDMENTS LISTED BELOW CHANGE COVERAGE, PLEASE READ THEM CAREFULLY.

It is hereby understood and agreed that the Coverage Agreement for this Member is modified by issuing the following amendment(s), to be effective as of the date specified.

AMENDMENT NUMBER	TITLE	LIMIT	EFFECTIVE DATE
#1	Uninsured/Underinsured Motorists	\$250,000	May 1, 2019
#2	General Liability/Medical Professional Liability for County Home	\$3,000,000	May 1, 2019
#3	Jail Doctor Coverage	\$1,000,000	May 1, 2019
#4	Foster Parents Coverage	\$6,000,000	May 1, 2019
#5	Underground Fiber Optic Lines	\$758,869	May 1, 2019
#6	Physicians Assistants and Nurse Practitioners Coverage	\$6,000,000	May 1, 2019
#7	Underground Sewer Lines Coverage	\$13,490,030	May 1, 2019
#8	Law Enforcement and Therapy Canines	\$40,000	May 1, 2019
#9	Unmanned Aircraft General Liability and Law Enforcement Liability	\$6,000,000	May 1, 2019

All other terms and conditions of the CORSA Coverage Agreement remain unchanged.

COUNTY RISK SHARING AUTHORITY By: *[Signature]*
Coverage Period: 12:01 a.m. 5/1/2019 to 12:01 a.m. 5/1/2020

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-844-8292.

This certificate must be conspicuously posted.

Policy number and employer
30800001

Period Specified Below
01/01/2020 to 01/01/2021

BUTLER COUNTY PERSONNEL OFFICE
315 HIGH STREET FL 8
HAMILTON, OH 45011-8001



www.bwc.ohio.gov
Issued by: BWC

Stephanie McClelland

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marijuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marijuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

ATTACHMENTS A THROUGH F
TO BE COMPLETED AND RETURNED

Attachment A: WIBBCW Assurances and Certifications Form 2020

Attachment B: Drug Free Workplace Certification

Attachment C: Debarment Form

Attachment D: Lobbying Form

Attachment E: Lobbying Certification Form

Attachment F: Certification Regarding Environmental Tobacco Smoke

Assurances and Certifications

Workforce Innovation and Opportunity Act (WIOA) - OhioMeansJobs (OMJ)

Center Operator

Workforce Investment Board of Butler|Clarmont|Warren

406 Justice Dr, Suite 301

Lebanon, OH 45036

- 1. Federal Debarment Requirements** – Respondent certifies that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency, as set forth in 29 CFR 98. Respondent also affirms that within 3 years preceding this agreement neither it nor any of its principals or subcontractors:
 - a. Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property;
 - b. Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) for the commission of any of the offenses listed in this paragraph and have not had any public transactions (federal, State, or local) terminated for cause or default.
- 2. Mandatory Disclosures** – Pursuant to 2 CFR 200.113, Respondent must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- 3. Qualifications to Conduct Business** – Respondent affirms that it and any and all subcontractors have all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period, the Respondent or its subcontractors, for any reason, becomes disqualified from conducting business in the Ohio, Respondent assures it will immediately notify the Board in writing and will take measures to ensure that the disqualified party immediately ceases performance of contracted activities.
- 4. Unfair Labor Practices** – Respondent affirms that neither it, nor its principals or any of its subcontractors, are on the most recent list established by the Ohio Secretary of State, pursuant to ORC 121.23, which would identify the Respondent as having more than one (1) unfair labor practice contempt of court finding.
- 5. Finding for Recovery** – Respondent affirms that it, its principals, and subcontractors are not subject to a finding for recovery under ORC 9.24; or it has taken the appropriate remedial steps required, or otherwise qualifies under ORC 9.24 to contract with the State of Ohio.

Attachment A - State Assurances and Certification:

6. **Americans with Disabilities** – Respondent, 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.
7. **Fair Labor Standards and Employment Practices.**
 - a. Respondent certifies that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices.
 - b. Pursuant to WIOA Section 188, Respondent does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, military status, disability, age, genetic information, or sexual orientation, in making any of the following employment decisions: hiring, layoff, termination, transfer, promotion demotion, rate of compensation, and eligibility for in-service training programs.
 - c. Respondent certifies that it posts notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment.
 - d. Respondent certifies that it collects and maintains data necessary to show compliance with the foregoing nondiscrimination provisions of WIOA Section 188 and this Paragraph 2 and will incorporate these requirements in all of its subcontracts for the workforce development activities funded hereunder.
8. **Ethics Laws** – Respondent certifies that 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. Respondent further affirms that it will not engage in any action(s) inconsistent with Ohio ethics laws or the aforementioned Executive Order.
9. **Conflict of Interest** – In addition to the WIOA restrictions listed in item 8 above, Respondent affirms it complies with the following, as applicable:
 - a. When an organization functions simultaneously in two (2) or more roles, which may include OhioMeansJobs Center Operator or a direct provider of WIOA Career Services or Training Services, Respondent, per 20 CFR 679.430, affirms it will execute a written agreement with the Board that specifies how it will carry out its responsibilities while maintaining compliance with WIOA, OMB Omni-Circular requirements, all other applicable federal and state rules and requirements, and the State's conflict of interest regulations.
 - b. Respondent affirms that neither it, nor principals or its subcontractors, holds a position listed or described in ORC 3517.13 (I) or (J), has made, while in such position, one (1) or more personal monetary contributions in excess of \$1,000.00 to the current Governor of Ohio or to the Governor's campaign committee when the Governor was a candidate for office within the previous two (2) calendar years. ORC 3517.13 does not apply to professional associations organized under ORC Chapter 1785.
 - c. Respondent certifies that it has refrained from promising or giving to any Board employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Respondent further certifies that it did not solicit any Board employee to violate ORC Sections 102.03, 102.04, 2921.42, or 2921.43.

- d. Respondent certifies that it, its principals, and its subcontractors, have not nor will acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of its functions and responsibilities under this proposal. The Respondent further certifies that it will immediately disclose any potential incompatible, conflicting, or compromising interest to the Board Chair and Executive Director. The Respondent affirms that the person(s) cited as having a conflicting interest will not participate in any activities hereunder until the Board determines that participation would not be contrary to public interest.
- e. Respondent affirms that it has established safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

10. Lobbying Restrictions.

a. WIOA Section 105 -

- I. Respondent affirms that no federal funds paid to it have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. Respondent further certifies compliance with all lobbying restrictions, including 31 USC 1352, 2 USC 1601, 29 CFR 93, and any other federal law or rule pertaining to lobbying.
- II. Respondent affirms that it will include the language of this certification for all subcontracts, and that it will require all subcontractors to certify and disclose accordingly.

b. ORC 121.60 to 121.69 - Respondent certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.

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

Congress or any State government, or a State or local legislature or legislative body.

iv. Exception - Subparagraph (iii) shall not apply to:

1. Normal and recognized executive-legislative relationships; or
2. Participation by an agency or officer of a State, Local, or Tribal government in policymaking and administrative processes within the executive branch of that government.

11. **Child Support Enforcement** – Respondent certifies to cooperate with the Board and any child support enforcement agency in ensuring that the Respondent, its employees, and subcontractors meet child support obligations established by state and federal law including present and future compliance with any court or valid administrative order for the withholding of support issued pursuant to the applicable sections of ORC Chapters 3119, 3121, 3123, and 3125.
12. **Pro-Children Act** – If any activities funded hereunder call for services to minors, Respondent affirms that it will 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.
13. **Drug-Free Workplace** – Respondent, its principals, and subcontractors, certify that it complies 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. Respondent will make a good faith effort to ensure that none of its officers, employees, members, or subcontractors will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.
14. **Work Programs** – Respondent affirms it will not 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.
15. **Jobs for Veterans Act** (38 USC 4215), as implemented by 20 CFR 1010 – Respondent affirms to provide priority of service to veterans and covered spouses for any qualified job training program.
16. **Buy American Requirements** (41 USC 10a) – To the greatest extent practicable, per WIOA Section 502, Respondent affirms it will use funds provided by the Board to purchase American made equipment and products.
17. **Salary and Bonus Limitations** – Per WIOA Section 104(15), Respondent affirms will comply with all salary and bonus limitations.
18. **Environmental Protections** – Respondent affirms it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-

1387). Violations must be reported to the Federal awarding agency and the Regional Office of the United States Environmental Protection Agency (USEPA) and ODJFS. Respondent affirms it will comply with all applicable standards, orders or regulations issued pursuant to the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act in accordance with 42 U.S.C. 6201.

19. The Transparency Act (2 CFR 170) - Respondent affirms it will comply with the reporting requirements found in Appendix A of The Transparency Act (2 CFR 170).

20. Increasing the Use of Seat Belts in the United States (Presidential Executive Order 13043 on April 16, 1997) - The Respondent affirms it has in place, or will explore adopting and enforcing, on-the-job seat belt policies and programs for its employees when operating vehicles, whether organizationally owned or rented or personally owned.

21. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients (Presidential Executive Order 13513: Section 4) - Respondent affirms it has in place, or will explore adopting and enforcing policies that ban text messaging while driving company-owned or rented vehicles or government-owned or government-leased, or government-rented vehicles when on official government business or when performing any work for or on behalf of the government, and to conduct initiatives of the type described in Section 3(a) of the Executive Order.

22. Civil Rights Assurance - The Respondent affirms that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.).

23. Certification of Compliance - The Respondent certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules and will require the same certification from its subcontractors.

On behalf of _____, I hereby agree to the listed Assurances and Certifications.

Name and Title of Authorizing Individual: _____

Signature of Authorizing Individual: _____

Date: _____

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160, of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the MAY 25, 1990, Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notify the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check if there are workplaces on file that are not identified here.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if sued to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

(e) The contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following DUNS Number: _____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

Printed Name and Title

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING LOBBYING

(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$11,000 and not more than \$110,000 for each such failure.

Please check appropriate box:

No nonfederal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of nonfederal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20____

by _____
(Type or Print Name)

(Title of Executing Official)

(Signature of Executing Official)

(Name of organization/applicant)

CONTRACT CLAUSE
NEW RESTRICTIONS ON LOBBYING

This contract, subcontract, or subgrant is subject to Section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to Chapter 13 of Title 31 of the United States Code. The new section is explained in the common rule, 15 CFR Part 28 (55 FR 6736-6748, 2/26/90). Each bidder/applicant/recipient of this contract subcontract, or subgrant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold

This Contract Clause regarding lobbying must be included in each application for a subgrant and in each bid for a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure

Each applicant/recipient of a subgrant and each bidder/applicant/ recipient of a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form LLL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement

Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant) who shall forward all disclosure forms to the Federal agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations

Indian tribes, tribal organizations, or any other Indian organizations, including the Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of Section 319 of Public Law No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Signature and Date

Printed Name

Title

Organization

Resolution

Number 21-0461

Adopted Date April 06, 2021

ACKNOWLEDGE EXECUTION BY THE COUNTY ADMINISTRATOR OF CHANGE ORDERS NO 17, 18 AND 19 TO THE GUARANTEED MAXIMUM PRICE AGREEMENT WITH THE CONSTRUCTION MANAGER AT RISK GRANGER CONSTRUCTION COMPANY FOR THE NEW JAIL AND SHERIFF'S ADMINISTRATION OFFICE PROJECT ("PROJECT")

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

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

WHEREAS, Granger has a presented change orders number 17, 18 and 19 to accommodate changes to wall tile, cabling additions and IT cabinets and raceways; and


NOW THEREFORE BE IT RESOLVED, to acknowledge the execution of change orders number 17, 18 and 19, by the County Administrator, for a increase of \$48,079.68 to the Guaranteed Maximum Price, creating a new Guaranteed Maximum Price of \$49,448,371.88; said change orders with supporting/open book pricing are attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

Tz/

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

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

Zindel, Tiffany M.

From: Jason Woehrle <jwoehrle@grangerconstruction.com>
Sent: Wednesday, March 24, 2021 9:33 AM
To: jkaminski@megenconstruction.com; Zindel, Tiffany M.; Russell, Martin T.; Hearn, Trevor
Cc: Rick Smith; Garry McAnally
Subject: RE: Warren County Owner Change Order 18 & 19

I'd like to clarify the "error" Jason describes below. Typically on county jails we have completed in the past with Wachtel & McAnally and a handful of other architects, there is a central IT closet and individual runs are far less than 300'. There is no need for interim cabinets to break up the cable lengths.

Given the size of this jail, there was no way to satisfy this requirement with a single centralized distribution location. Instead, multiple cabinets needed to be added to the design to accommodate the longer cable runs. There were several steps along the way that this could have been discovered. Not just the engineers, but also the design assist partners, estimators, raceway subcontractor (electrician), and cabling subcontractor. If any of us would thought to follow the raceways and check cable lengths, we could have discovered the deficiency early on and reduced the cost impact. Hindsight, as they say, is 20/20. We pride ourselves on never making the same mistake twice – especially on our 4th project with Garry's team. We have a list of lessons learned that Granger and WM go through as a team prior to beginning each job. We have not encountered this issue on any previous jails with WM. The cable length 'double-check' is now on that list and I'm certain future projects will benefit from this new best practice line item – just as Warren County has no doubt benefitted from lessons learned on previous jobs that Garry's team has picked up during the design of your project.

With regards to the cost submitted below, this was originally submitted at \$114k. The net amount requested from the Owner Contingency has been reduced to \$20,365.77. We believe this more closely reflects the estimated costs that the bids would have increased had the additional cabinets to break up the cable lengths been included in the original design and incorporated into the GMP.

I'm available today or tomorrow to discuss if you have any questions. After Thursday, I'll be out for a week returning next Friday.

Thank you for your consideration.

Jason Woehrle | Regional Director

GRANGER | ADVANCE THE ART OF BUILDING
400 Lazelle Rd, Suite 18A | Columbus, OH 43240
o. 614.705.2280 | c. 614.595.7909

From: Jason Kaminski <jkaminski@megenconstruction.com>
Sent: Wednesday, March 24, 2021 7:35 AM
To: Zindel, Tiffany M. <Tiffany.Zindel@co.warren.oh.us>; Russell, Martin T. <Martin.Russell@co.warren.oh.us>; Hearn, Trevor <Trevor.Hearn@co.warren.oh.us>
Cc: Jason Woehrle <jwoehrle@grangerconstruction.com>; Rick Smith <rsmith@wachtelmcanally.com>; Garry McAnally <gmcanally@wachtelmcanally.com>
Subject: RE: Warren County Owner Change Order 18 & 19

Hi Tiffany,

While they are both related to Bulletin 23, they are not both technically relative to the 300' error. We did split them into county requested items at the IDF cabinets versus the actual work for the 300' error. We could have used the 48 fibers that were already going to the D9-22 room and split the fibers into 24 going to each cabinet for this plan to work in lieu of adding another 48 pair (in this case, the copper would reside in D9-22 versus next to the future cat 6 connections by the cabinets). In discussion with the W&M team, we felt it was best to keep the Warren County IT request for their additional copper and fiber to have their connections at the same location as the new cabinets separate from the additional cabinets and rework as it may come from different buckets at the County and is a completely separate issue for tracking (owner requested versus error). Please let us know if you have any further questions. Thank you!

Thanks,

Jason Kaminski
Senior Project Manager
Megen Construction Company, Inc.
Celebrating 25 years of Delivering Encore Construction Experiences



11130 Ashburn Road, Cincinnati, Ohio 45240
Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com

From: Zindel, Tiffany M. <Tiffany.Zindel@co.warren.oh.us>
Sent: Tuesday, March 23, 2021 4:24 PM
To: Jason Kaminski <jkaminski@megenconstruction.com>; Russell, Martin T. <Martin.Russell@co.warren.oh.us>; Hearn, Trevor <Trevor.Hearn@co.warren.oh.us>
Cc: Jason Woehrle <jwoehrle@grangerconstruction.com>; Rick Smith <rsmith@wachtelmcannally.com>; Garry McAnally <gmcanally@wachtelmcannally.com>
Subject: RE: Warren County Owner Change Order 18 & 19

Jason

Staff is currently reviewing the CO's. Question – are both of these technically relative to the 300' error? If so, why didn't we do them in 1 CO?

Tif

From: Jason Kaminski <jkaminski@megenconstruction.com>
Sent: Tuesday, March 23, 2021 1:36 PM
To: Zindel, Tiffany M. <Tiffany.Zindel@co.warren.oh.us>; Russell, Martin T. <Martin.Russell@co.warren.oh.us>; Hearn, Trevor <Trevor.Hearn@co.warren.oh.us>
Cc: Jason Woehrle <jwoehrle@grangerconstruction.com>; Rick Smith <rsmith@wachtelmcannally.com>; Garry McAnally <gmcanally@wachtelmcannally.com>
Subject: Warren County Owner Change Order 18 & 19

Hi Tiffany & Martin,
Please see attached owner change order 18 & 19 attached. This owner change order incorporates the following changes:

- 1) CO 18 IDF Fiber & Copper Cabling Changes – These changes were requested by Warren County IT to provide additional fiber and copper connections at the new IDF cabinets

- 2) CO 19 Bulletin 23 IDF Cabinets & Raceway Additions – This CO is related to the added cabinets, raceway, and cabling needed due to camera distances exceeding 300'. We utilized a portion of our CM contingency to fund a portion of these costs.

Please review and let us know if you have any questions. I can set up a Microsoft Teams Meeting if needed to discuss this OCO as we have done previously, but would need days and times you are available. Please return the OCO signed if we are approved to proceed. Thank you!

Thanks,

Jason Kaminski
Senior Project Manager
Megen Construction Company, Inc.
Celebrating 25 years of Delivering Encore Construction Experiences



11130 Ashburn Road, Cincinnati, Ohio 45240
Office: 513.742.9191 Mobile: 513.375.4047
www.megenconstruction.com



OWNER CHANGE ORDER

Granger Construction Company
1822- 00 Warren County Jail

CHANGE ORDER DATE:
03/24/2021
CHANGE ORDER #: 17

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

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

CHANGE ORDER INFORMATION

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

PCO 172 - Spectra Add VCT Border
PCO 197 - Wall Tile Changes

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822- 00	172	Spectra Add VCT Inset Border	PCO	172	\$1,968.84
1822- 00	197	Wall Tile Changes (Option 2 Accent Color Change Only)	PCO	197	(\$558.80)

TOTAL: \$ 1,410.04

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

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	\$ 59,067.20
The Contract Sum prior to this Change Order was	\$ 49,400,292.20
The Contract Sum will be increased by this Change Order	\$ 1,410.04
The new Contract Sum will be	\$ 49,401,702.24
The Contract Time will be decreased by 0 days	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 

Date: _____

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 03/25/2021

ARCHITECT/ENGINEER

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

By: 

Date: 3/25/21



CHANGE ORDER REQUEST

DATE: 03/24/2021
PCO#: 172

Granger Construction Company
1822- 00 - Warren County Jail

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

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

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

Default for PCO: Spectra Add VCT Inset Border
Proposed Scope of Work: Spectra Add VCT Inset Border

The prices below are valid until 01/27/2021.

Funding Source for Change Order:
Granger/Megen GMP: \$1,968.84
Owner Contingency: (\$1,968.84)

PCO Item	Status	Change (in Days)	Contract Line	Notes	Amount
1 : Spectra Add VCT Inset Border	New		0000610-00		\$11.31
Bonds					
2 : Spectra Add VCT Inset Border Sub	New		0000620-00		\$18.85
Bond					
3 : Spectra Add VCT Inset Border CM	New		0000092-00		\$48.02
Fee					
4 : Spectra Add VCT Inset Border	New		0000620-02		\$5.66
Insurances					
5 : Spectra Add VCT Inset Border	New		0009600-00		\$1,885.00
Spectra					
Total:					\$1,968.84

Submitted By:

Approved By:

Jason Woehrle
03/24/2021
Date

Tiffany Zindel
Warren County
Date

Shaw Contract Flooring Services, Inc. d/b/a
Spectra Contract Flooring - Cincinnati Kovach
5 Kovach Drive
Lockland, OH 45215

Phone: (513) 733-4447
Fax: (513) 733-0176



A Berkshire Hathaway Company

Proposal Submitted To Granger Construction Company		Attention Jerrod Pung		Phone (517) 393-1670	Fax (517) 393-1382	Date 03/23/21
Proposal Name Add VCT inset Border				Job Name Warren County Jail		Job # 34626
Street 6267 Aurelius Road				Job Street 550 Justice Dr		Proposal ID 48792-A04
City, State and Zip Lansing, MI 48911	Architect	Date of Plans	Add #	Job City, State and Zip LEBANON, OH 45036	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Price
Additional labor to install inset VCT border pattern as specified	24.24 hrs @ \$60.34/hr = \$1,465.66
Additional VCT required to install inset border pattern	2.930 sq ft @ \$10.17/sf = \$419.34
Base Bid Total:	\$1,885.00

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

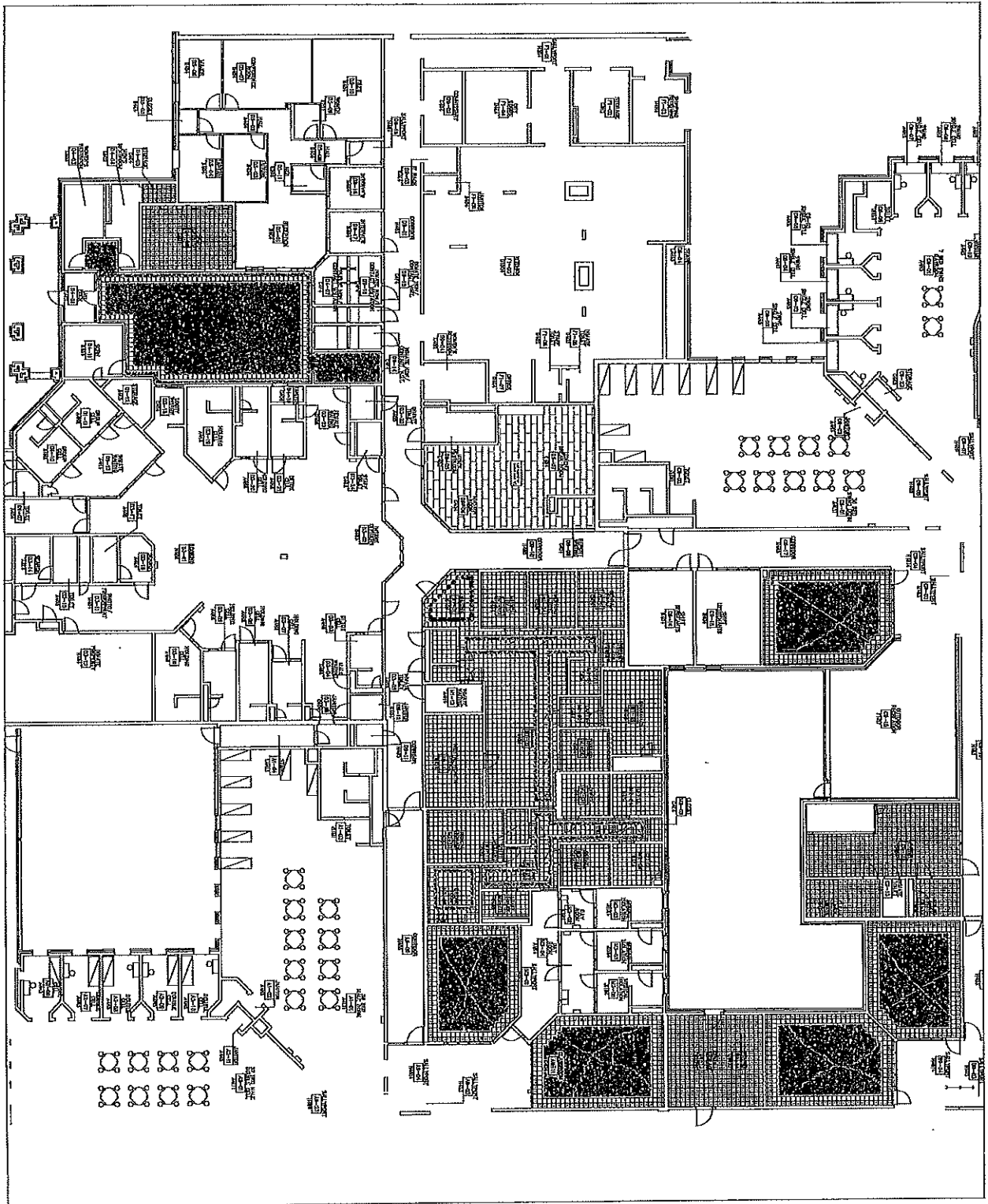
Signature: Brett Downing Cell: (937) 974-0234 \$1,885.00
Email: brett.downing@spectracf.com

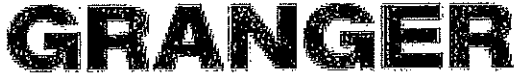
Conditions of Proposal:

- This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
- This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
- Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OGI/CGIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.
- Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action effective May 13, 2020.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: Granger Construction Company Signed: _____ Date: _____





ADVANCE THE ART OF BUILDING

CHANGE ORDER REQUEST

Page 1

DATE: 03/17/2021

PCO#: 197

Granger Construction Company
1822- 00 - Warren County Jail

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

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

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

Default for PCO: Wall Tile Changes (Option 2 Accent Color Change Only)
Proposed Scope of Work: Wall Tile Changes (Option 2 Accent Color Change Only)

The prices below are valid until **03/24/2021**.

Funding Source for Change Order:
Granger/Megen GMP: (\$558.80)
Owner Contingency: \$558.80

PCO Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : Wall Tile Changes (Option 2 Accent Color Change Only) Bond	New		0000610-00		(\$3.21)
2 : Wall Tile Changes (Option 2 Accent Color Change Only) Sub Bo	New		0000620-00		(\$5.35)
3 : Wall Tile Changes (Option 2 Accent Color Change Only) CM Fee	New		0000092-00		(\$13.63)
4 : Wall Tile Changes (Option 2 Accent Color Change Only) Insura	New		0000620-02		(\$1.61)
5 : Wall Tile Changes (Option 2 Accent Color Change Only) Spectr	New		0009600-00		(\$535.00)
Total:					(\$558.80)

Submitted By:

Approved By:

Jason Woehrle
03/17/2021
Date

Tiffany Zindel
Warren County
Date

Shaw Contract Flooring Services, Inc. d/b/a
Spectra Contract Flooring - Cincinnati Kovach
5 Koyach Drive
Lockland, OH 45215



Phone: (513) 733-4447
Fax: (513) 733-0176

Proposal Submitted To Granger Construction Company		Attention Jerrod Pung		Phone (517) 393-1670	Fax (517) 393-1382	Date 03/11/21
				Job Name Warren County Jail		Job # 34626
Street 6267 Aurelius Road				Job Street 550 Justice Dr		Proposal ID 48792-A06
City, State and Zip Lansing, MI 48911	Architect	Date of Plans	Add #	Job City, State and Zip LEBANON, OH 45036	Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Price
Delete 526 Sf of ceramic wall tile	(535.00)
Mat-526 Sf @ \$2.97 Sf = -\$1,562	
Lab-46.6 Man hours @ \$60.34/hour = -\$2,811	
Add Dal Tile Matte Desert Gray 4x8 292 Sf @ \$4.88 Sf = \$1,425	
Add Accent Lab 25 man hours @ \$60.34 = \$1,509	
Add the cost difference of the between the 8x24 Dal Tile Matte Urban Putty and American Olean Laurel Heights 12x12 3,120 Sf @ \$.29 = \$904	
Base Bid Total:	(535.00)

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: _____ Brett Downing Cell: (937) 974-0234 (\$535.00)
Email: brett.downing@spectracf.com

Conditions of Proposal:

- This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
- This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
- Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.
- Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action effective May 13, 2020.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.

Customer: Granger Construction Company Signed: _____ Date: _____



OWNER CHANGE ORDER

Granger Construction Company
1822-00 Warren County Jail

CHANGE ORDER DATE:
03/24/2021
CHANGE ORDER #: 18

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

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

CHANGE ORDER INFORMATION

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

PCO 184 - IDF Copper & Fiber Cabling Additions

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822-00	184	IDF Fiber & Copper Cabling Additions	PCO	184	\$26,303.87

TOTAL: \$ 26,303.87

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

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	\$ 60,477.24
The Contract Sum prior to this Change Order was	\$ 49,401,702.24
The Contract Sum will be increased by this Change Order	\$ 26,303.87
The new Contract Sum will be	\$ 49,428,006.11
The Contract Time will be decreased by 0 days	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 45036

By: 

Date: _____

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 03/25/2021

ARCHITECT/ENGINEER

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

By: 

Date: 3/25/21



CHANGE ORDER REQUEST

DATE: 03/08/2021

PCO#: 184

Granger Construction Company
1822- 00 - Warren County Jail

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

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

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

Default for PCO: IDF Fiber & Copper Cabling Additions
Proposed Scope of Work: IDF Fiber & Copper Cabling Additions

The prices below are valid until 03/12/2021.

Funding Source for Change Order:
Granger/Megen GMP: \$26,303.87
Owner Contingency: (\$26,303.87)

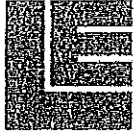
PCO Item	Status	Change (In Days)	Contract Line	Notes	Amount
1 : IDF Fiber & Copper Cabling Additions Bonds	New		0000610-00		\$151.10
2 : IDF Fiber & Copper Cabling Additions Sub Bond Risk	New		0000620-00		\$251.84
3 : IDF Fiber & Copper Cabling Additions CM Fee	New		0000092-00		\$641.58
4 : IDF Fiber & Copper Cabling Additions Insurances	New		0000620-02		\$75.55
5 : IDF Fiber & Copper Cabling Additions LEE	New		0016000-00		\$25,183.80
Total:					\$26,303.87

Submitted By:

Approved By:

Jason Woehrle
Date: 03/08/2021

Tiffany Zindel
Warren County
Date



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

2/19/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.:TBD

Re :Bulletin 23 - IDF Cabinet and Raceway Additions

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$25,183.80

Bond

CO Net: \$25,183.80

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail
 Name Lebanon, OH Contractor's Contract No. 1822-000121
 County Montgomery Project No. _____ Phase Contr. No. _____
 Subcontractor Name and Address Change Order No. TBD for Changes _____
LAKE ERIE ELECTRIC, INC. I.D. No. _____ Phase Contr. No. _____
360 INDUSTRIAL DRIVE Type of Contract ELECTRICAL
FRANKLIN, OH 45005

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
<u>Personnel Classification</u>	<u>Regular Rate</u>			
Journeyman _____ hours x <u>31.00</u> /hour		_____ /hour	= _____	
Foreman _____ hours x <u>34.10</u> /hour		_____ /hour	= _____	
Gen Fore _____ hours x <u>36.58</u> /hour		_____ /hour	= _____	
PM _____ hours x <u>80.00</u> /hour		_____ /hour	= _____	Total (B) \$ _____
B. Fringes - GC 7.7.2.3				
Journeyman _____ hours x <u>20.39</u> /hour		_____ /hour	= _____	
Foreman _____ hours x <u>20.55</u> /hour		_____ /hour	= _____	
Gen Fore _____ hours x <u>20.67</u> /hour		_____ /hour	= _____	
PM _____ hours x _____ /hour		_____ /hour	= _____	Total (C) \$ _____
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman _____ hours x <u>6.88</u> /hour		_____ /hour	= _____	
Foreman _____ hours x <u>7.57</u> /hour		_____ /hour	= _____	
Gen Fore _____ hours x <u>8.12</u> /hour		_____ /hour	= _____	
PM _____ hours x _____ /hour		_____ /hour	= _____	Total (D) \$ _____
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ _____
Sub Total				\$ _____
H. Contractor Overhead and Profit GC 7.7.2.10	x 15.00%		Total (H)	\$ _____
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1			Total (I)	\$ <u>23,984.57</u>
J. Subcontractor Tier Markup	x 5.00%		Total (J)	\$ <u>1,199.23</u>
K. Miscellaneous - GC 7.7.2.12			Total (K)	\$ _____
1. Premium portion (labor and fringes) only for approved overtime - attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ <u>25,183.80</u>

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates
 2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 21

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF	\$ 16,108.64
Structured	\$ 23,984.57

NET MATERIAL TOTAL \$ 40,093.21

PROPOSAL

Warren County Jail -Bulletin-23 - 56073

Lake Erie Electric - Dayton Office

Warren County Jail
Ohio

Revision: 0
Modified: 2/19/2021

Presented By:

Structured Technology

2611 Crescent Springs Rd.
Crescent Springs, KY 41017 USA
859-727-6320
www.structured-tech.us



		Equipment	Labor
4	Belden AX103253 CAT6 KeyConnect patch panel - 24 port and 1U standard cable management	\$871.40	\$600.00
2	Belden AX104082 FiberExpress ultra high definition patch panel housing, 2U, empty, titanium color	\$1,690.24	\$300.00
8	Belden FFSU06LD BELDEN FFSU06LD LOADED FIBER OPTIC PANEL, FXU FRAME, LC-DUPLEX, OS2, 12-FIBER	\$454.80	\$600.00
1	Dymo 18443 3/8" White Vinyl- 9mm, 18' long roll, 1 roll per box	\$19.92	\$150.00
1	Dymo 18445 3/4" Black on White 18'	\$24.46	\$150.00
1	Middle Atlantic SNE24D-2436-P1 24W,24SP/36D,DIG ENCL	\$3,475.38	\$300.00
16	Netsource FP06900SM-LC-1M 1 Meter 6 Strand Lc Pigtail	\$1,105.28	\$2,400.00
1	Structured Labor	\$2,750.00	\$150.00
E308 - B9-22 Total		\$10,391.48	\$4,650.00

* Price Includes Accessories

		Equipment	Labor
4	Belden AX103253 CAT6 KeyConnect patch panel - 24 port and 1U standard cable management	\$871.40	\$600.00
2	Belden AX104682 FiberExpress ultra high definition patch panel housing, 2U, empty, titanium color	\$1,690.24	\$300.00
8	Belden FFSU06LD BELDEN FFSU06LD LOADED FIBER OPTIC PANEL, FXU FRAME, LC-DUPLEX, OS2, 12-FIBER	\$454.80	\$600.00
1	Dymo 18443 3/8" White Vinyl- 9mm, 18' long roll, 1 roll per box	\$19.92	\$150.00
1	Dymo 18445 3/4" Black on White 18'	\$24.46	\$150.00
1	Middle Atlantic SNE24D-2436-P1 24W,24SP/36D,DIG ENCL	\$3,475.38	\$300.00
16	Netsource FP06900SM-LC-1M 1 Meter 6 Strand Lc Pigtail	\$1,105.28	\$2,400.00
1	Structured Labor	\$2,750.00	\$150.00
E309 - D9-23 Total		\$10,391.48	\$4,650.00

* Price Includes Accessories

B9-22 Fiber & Copper

		Equipment	Labor
600	General Cable 2131505 Cable, UTP Horizontal; 24 AWG; CAT 3; White; 25 Pair, Plenum	\$770.94	\$2,250.00
1	Structured Labor	\$1,500.00	\$150.00
600	Superior Essex L3048KW01 48 fiber Single Mode OS2 Tight Buffered Indoor/outdoor Distribution riser 900 m 0 m 10000 m Aluminum Interlocking Armored round PVC Black SuperiorEssex fiber Optic Cable This cable is listed with a 1650' order minimum. Please contact us if you are needing a smaller amount.	\$286.14	\$2,250.00

B9-22 Fiber & Copper Total		\$2,557.08	\$4,650.00
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D9-23 Fiber & Copper

		Equipment	Labor
650	General Cable 2131505 Cable, UTP Horizontal; 24 AWG; CAT 3; White; 25 Pair, Plenum	\$835.19	\$2,437.50
1	Structured Labor	\$1,500.00	\$150.00
650	Superior Essex L3048KW01 48 fiber Single Mode OS2 Tight Buffered Indoor/outdoor Distribution riser 900 m 0 m 10000 m Aluminum Interlocking Armored round PVC Black SuperiorEssex fiber Optic Cable This cable is listed with a 1650' order minimum. Please contact us if you are needing a smaller amount.	\$309.99	\$2,437.50

D9-23 Fiber & Copper Total		\$2,645.18	\$5,025.00
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* Price Includes Accessories

E2-10 to D9-22 Fiber

		Equipment	Labor
1	Belden AX104682 FiberExpress ultra high definition patch panel housing, 2U, empty, titanium color	\$845.12	\$150.00
8	Belden FFSU06LD BELDEN FFSU06LD LOADED FIBER OPTIC PANEL, FXU FRAME, LC-DUPLEX, OS2, 12-FIBER	\$454.80	\$600.00
16	Netsource FP06900SM-LC-1M 1 Meter 6 Strand Lc Pigtail	\$1,105.28	\$2,400.00
1	Structured Labor	\$1,500.00	\$150.00
450	Superior Essex L3048KW01 48 fiber Single Mode OS2 Tight Buffered Indoor/outdoor Distribution riser 900 m 0 m 10000 m Aluminum Interlocking Armored round PVC Black SuperiorEssex fiber Optic Cable This cable is listed with a 1650' order minimum. Please contact us if you are needing a smaller amount.	\$214.61	\$1,687.50

E2-10 to D9-22 Fiber Total		\$4,119.81	\$4,987.50
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Engineering

		Equipment	Labor
1	Structured Engineering	\$6,153.85	\$0.00
Engineering Total		\$6,153.85	\$0.00

* Price Includes Accessories

Freight Only

Equipment

Labor

1 Structured Misc Hardware/ Freight

\$2,307.69

Misc Hardware / Freight Total

\$2,307.69

Deduct -

Equipment

Labor

1 Structured Deduct for (38) Cat6 cables @ \$331.00 per

(\$12,278.00)

\$0.00

Deduct - Total

(\$12,278.00)

\$0.00

Project Subtotal:

\$26,288.57

\$24,112.50

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	\$9,322.07
Labor:	\$14,662.50

Grand Total:	\$23,984.57
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Client: Sean Mondello

Date

Contractor: Structured Technology

Date



OWNER CHANGE ORDER

Granger Construction Company
1822-00 Warren County Jail

CHANGE ORDER DATE:
03/24/2021
CHANGE ORDER #: 19

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

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

CHANGE ORDER INFORMATION

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

PCO 185 - IDF Cabinets & Raceway Additions

PROJECT	ACO	DESCRIPTION	PCO TYPE	PCO	CONTRACT CHANGE
1822-00	185	Bulletin 23 IDF Cabinets & Raceway Additions	PCO	185	\$20,365.77

TOTAL: \$ 20,365.77

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

The original Contract Sum was	\$ 49,341,225.00
The net change by previously authorized Change Orders was	\$ 86,781.11
The Contract Sum prior to this Change Order was	\$ 49,428,006.11
The Contract Sum will be increased by this Change Order	\$ 20,365.77
The new Contract Sum will be	\$ 49,448,371.88
The Contract Time will be decreased by 0 days	

AUTHORIZED BY OWNER:

Warren County
406 Justice Drive
Lebanon, OH 46036

By: 

Date: _____

ACCEPTED BY CONTRACTOR

Granger Construction Company
6267 Aurelius Road
Lansing, MI 48911

By: 

Date: 03/25/2021

ARCHITECT/ENGINEER

Wachtel & McAnally Architects/Planners, Inc
35 South Park Place, Ste 350
Newark, OH 43065

By: 

Date: 3/25/21



CHANGE ORDER REQUEST

DATE: 03/08/2021
PCO#: 185

Granger Construction Company
1822- 00 - Warren County Jail

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

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

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

Default for PCO: Bulletin 23 IDF Cabinets & Raceway Additions
Proposed Scope of Work:

The prices below are valid until 03/12/2021.

Funding Source for Change Order:
Granger/Megen GMP: \$20,365.77
Owner Contingency: (\$20,365.77)

PCO Item	Status	Change (in Days)	Quantity	UM	Unit Price	Amount
1 : Bulletin 23 IDF Cabinets & Raceway Additions Bonds	New					\$116.99
2 : Bulletin 23 IDF Cabinets & Raceway Additions Sub Bond Risk	New					\$194.99
3 : Bulletin 23 IDF Cabinets & Raceway Additions CM Fee	New					\$496.73
4 : Bulletin 23 IDF Cabinets & Raceway Additions Insurances	New					\$58.50
5 : Bulletin 23 IDF Cabinets & Raceway Additions CM Contingency	New					(\$60,000.00)
6 : Bulletin 23 IDF Cabinets & Raceway Additions Pauly Jail	New					\$2,036.26
7 : Bulletin 23 IDF Cabinets & Raceway Additions Pauly Allowance	New					(\$2,036.26)
8 : Bulletin 23 IDF Cabinets & Raceway Additions LEE	New					\$79,498.56

Total: \$20,365.77

Submitted By:

Approved By:

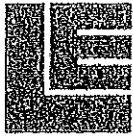
03/08/2021

Jason Woehrle

Date

Tiffany Zindel
Warren County

Date



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 26769

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1227

Established 1952

Warren County Jail

2/19/21

LEE Job Number: 1019-1016

PO Number: 10658

Warren County

Justice Dr.

Lebanon, OH

Project:

Warren County Jail

LEE CO No.: TBD

Re :Bulletin 23 - IDF Cabinet and Raceway Additions

Please find attached Lake Erie Electric, Inc. - Dayton Division's quotation for the project listed above for the referenced added scope. All associated breakdown is attached.

LEE Cost: \$79,498.56

Bond

CO Net: \$79,498.56

Please do not hesitate to call me if you have any questions regarding this change order.

Respectfully,

Lake Erie Electric, Inc.

Sean M. Mondello

Project Manager

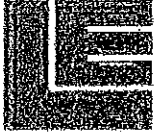
CORPORATE OFFICE: 25730 First Street, PO Box 450859, Westlake, Ohio 44145 Phone: 440-835-5565 Fax: 440-835-5688

Project Warren County Jail	Contractor's
Name <u>Lebanon, OH</u>	Contract No. <u>1822-000121</u>
	Project No. _____ Phase Contr. No. _____
County <u>Montgomery</u>	Change Order No. <u>TBD</u> for Changes
Subcontractor Name and Address	I.D. No. _____ Phase Contr. No. _____
<u>LAKE ERIE ELECTRIC, INC.</u>	Type of Contract <u>ELECTRICAL</u>
<u>360 INDUSTRIAL DRIVE</u>	
<u>FRANKLIN, OH 45005</u>	

A. Labor Summary (exclude fringes) - GC 7.7.2.2		Premium Portion ¹		
Personnel Classification	Regular Rate			
Journeyman <u>241.00</u> hours x <u>31.00</u> /hour		/hour	=	<u>7,471.00</u>
Foreman <u>241.00</u> hours x <u>34.10</u> /hour		/hour	=	<u>8,218.10</u>
Gen Fore _____ hours x <u>36.58</u> /hour		/hour	=	
PM _____ hours x <u>80.00</u> /hour		/hour	=	
				Total (B) \$ <u>15,689.10</u>
B. Fringes - GC 7.7.2.3				
Journeyman <u>241.00</u> hours x <u>20.39</u> /hour		/hour	=	<u>4,913.99</u>
Foreman <u>241.00</u> hours x <u>20.55</u> /hour		/hour	=	<u>4,952.55</u>
Gen Fore _____ hours x <u>20.67</u> /hour		/hour	=	
PM _____ hours x _____ /hour		/hour	=	
				Total (C) \$ <u>9,866.54</u>
C. Allowable Payroll Expenses - GC 7.7.2.4				
Journeyman <u>241.00</u> hours x <u>6.88</u> /hour		/hour	=	<u>1,658.08</u>
Foreman <u>241.00</u> hours x <u>7.57</u> /hour		/hour	=	<u>1,824.37</u>
Gen Fore _____ hours x <u>8.12</u> /hour		/hour	=	
PM _____ hours x _____ /hour		/hour	=	
				Total (D) \$ <u>3,482.45</u>
D. Equipment Rental (attach itemized quotes / invoices)				Total (D) \$ _____
E. Administrative and Processing fees				Total (E) \$ _____
F. Trucking (attach itemized supporting documentation)				Total (F) \$ _____
G. Material (attach itemized supporting documentation)				Total (G) \$ <u>16,108.64</u>
		Sub Total		\$ <u>45,146.73</u>
H. Contractor Overhead and Profit GC 7.7.2.10	x 15.00%		Total (H)	\$ <u>6,772.01</u>
I. Subcontractor Tier Cost (attach itemized supporting documentation) GC 7.7.2.10.1			Total (I)	\$ <u>26,266.50</u>
J. Subcontractor Tier Markup	x 5.00%		Total (J)	\$ <u>1,313.33</u>
K. Miscellaneous - GC 7.7.2.12			Total (K)	\$ _____
1. Premium portion (labor and fringes) only for approved overtime				
- attach itemized supporting documentation ²				
Grand Total (Sub Total + H + I + J + K)				\$ <u>79,498.56</u>

1. Premium portions are shown on Line (K), sub-totals are not shown. Premium portion is the difference between Overtime and Regular-time Rates

2. Not applicable to all change orders. Subject to review and acceptance of Contracting Authority.



Lake Erie Electric, Inc.

Contractors and Engineers • Dayton Office

OH Lic. # 21

360 Industrial Drive, Franklin, Ohio 45005 Phone: 937-743-1220 Fax: 937-743-1

Established 1952

WARREN COUNTY JAIL MATERIAL COMPILATION

FROM TAKEOFF	\$ 16,108.64
Structured	\$ 26,266.50

NET MATERIAL TOTAL \$ 42,375.14

PROPOSAL

Warren County Jail - Bulletin-23 - 56073

Lake Erie Electric - Dayton Office

Warren County Jail
Ohio

Revision: 0
Modified: 2/19/2021

Presented By:

Structured Technology

2611 Crescent Springs Rd.
Crescent Springs, KY 41017 USA
859-727-6320
www.structured-tech.us



		Equipment	Labor
4	Belden AX103253 CAT6 KeyConnect patch panel - 24 port and 1U standard cable management	\$871.40	\$600.00
2	Belden AX104682 FiberExpress ultra high definition patch panel housing, 2U, empty, titanium color	\$1,690.24	\$300.00
8	Belden FFSU06LD BELDEN FFSU06LD LOADED FIBER OPTIC PANEL, FXU FRAME, LC-DUPLEX, OS2, 12-FIBER	\$454.80	\$600.00
1	Dymo 18443 3/8" White Vinyl- 9mm, 18' long roll, 1 roll per box	\$19.92	\$150.00
1	Dymo 18445 3/4" Black on White 18"	\$24.46	\$150.00
1	Middle Atlantic SNE24D-2436-P1 24W,24SP/36D,DIG ENCL	\$3,475.38	\$300.00
16	Netsource FP06900SM-LC-1M 1 Meter 6 Strand Lc Pigtail	\$1,105.28	\$2,400.00
1	Structured Labor	\$2,750.00	\$150.00
E308 - B9-22 Total		\$10,391.48	\$4,650.00

* Price Includes Accessories

		Equipment	Labor
4	Belden AX103253 CAT6 KeyConnect patch panel - 24 port and 1U standard cable management	\$871.40	\$600.00
2	Belden AX104682 FiberExpress ultra high definition patch panel housing, 2U, empty, titanium color	\$1,690.24	\$300.00
8	Belden FFSU06LD BELDEN FFSU06LD LOADED FIBER OPTIC PANEL, FXU FRAME, LC-DUPLEX, OS2, 12-FIBER	\$454.80	\$600.00
1	Dymo 18443 3/8" White Vinyl- 9mm, 18' long roll, 1 roll per box	\$19.92	\$150.00
1	Dymo 18445 3/4" Black on White 18'	\$24.46	\$150.00
1	Middle Atlantic SNE24D-2436-P1 24W,24SP/36D,DIG ENCL	\$3,475.38	\$300.00
16	Netsource FP06900SM-LC-1M 1 Meter 6 Strand Lc Pigtail	\$1,105.28	\$2,400.00
1	Structured Labor	\$2,750.00	\$150.00
E309 - D9-23 Total		\$10,391.48	\$4,650.00

* Price Includes Accessories

B9-22 Fiber & Copper

		Equipment	Labor
600	General Cable 2131505 Cable, UTP Horizontal; 24 AWG; CAT 3; White; 25 Pair, Plenum	\$770.94	\$2,250.00
1	Structured Labor	\$1,500.00	\$150.00
600	Superior Essex L3048KW01 48 fiber Single Mode OS2 Tight Buffered Indoor/outdoor Distribution riser 900 m 0 m 10000 m Aluminum Interlocking Armored round PVC Black SuperiorEssex fiber Optic Cable This cable is listed with a 1650' order minimum. Please contact us if you are needing a smaller amount.	\$386.14	\$2,250.00
B9-22 Fiber & Copper Total		\$2,557.08	\$4,650.00

D9-23 Fiber & Copper

		Equipment	Labor
650	General Cable 2131505 Cable, UTP Horizontal; 24 AWG; CAT 3; White; 25 Pair, Plenum	\$835.19	\$2,437.50
1	Structured Labor	\$1,500.00	\$150.00
650	Superior Essex L3048KW01 48 fiber Single Mode OS2 Tight Buffered Indoor/outdoor Distribution riser 900 m 0 m 10000 m Aluminum Interlocking Armored round PVC Black SuperiorEssex fiber Optic Cable This cable is listed with a 1650' order minimum. Please contact us if you are needing a smaller amount.	\$309.99	\$2,437.50
D9-23 Fiber & Copper Total		\$2,645.18	\$5,025.00

* Price Includes Accessories

E2-10 to D9-22 Fib

		Equipment	Labor
1	Belden AX 94682 FiberExpress ultra high definition patch panel housing, 2U, empty, titanium color	\$847.12	\$150.00
8	Belden FFSU06LD BELDEN FFSU06LD LOADED FIBER OPTIC PANEL, FX11 FRAME, LC-DUPLEX, OS2, 12-FIBER	\$454.80	\$600.00
16	Netsource FP06900SM-LC-1M 1 Meter 6 Strand Lc Pigtail	\$1,105.28	\$2,400.00
1	Structured Labor	\$1,500.00	\$150.00
450	Superior Essex LP 48KW01 48 fiber Single Mode OS2 Tight Buffered Indoor/outdoor Distribution riser 900 m 0 m 10000 m Aluminum Interlocking Armored round PVC Black SuperiorEssex fiber Optic Cable This cable is listed with a 1650' order minimum. Please contact us if you are needing a smaller amount.	\$214.61	\$1,687.50
E2-10 to D9-22 Fiber Total		\$4,119.81	\$4,987.50

Engineering

		Equipment	Labor
1	Structured Engineering	\$6,153.85	\$0.00
Engineering Total		\$6,153.85	\$0.00

* Price Includes Accessories

Freight Only

	Equipment	Labor
1 Structured Misc Hardware/ Freight	\$2,307.69	
Misc Hardware / Freight Total	\$2,307.69	

Deduct -

	Equipment	Labor
1 Structured Deduct for (38) Cat6 cables @ \$331.00 per	(\$12,278.00)	\$0.00
Deduct - Total	(\$12,278.00)	\$0.00

Project Subtotal:	\$16,966.50	\$9,300.00
--------------------------	--------------------	-------------------

ORIGINAL DESIGN TOTAL - \$26,266.50

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	\$16,966.50
Labor:	\$9,300.00
Grand Total:	\$26,266.50

Client: Sean Mondello

Date

Contractor: Structured Technology

Date

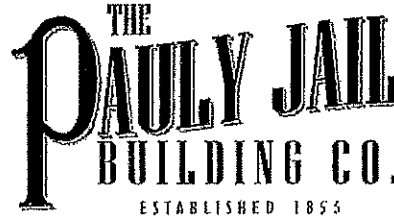
ADDED NETWORK CABINETS AND INFRASTRUCTURE

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
1 3/4" CONDUIT - EMT	555	C	444.00	5.28	C	29.30
2 1" CONDUIT - EMT	250	C	337.50	6.72	C	16.80
3 4" CONDUIT - EMT	162	C	1,304.10	22.20	C	35.96
4 3/4" CONN SS STL - EMT	2	C	0.89	15.00	C	0.30
5 1" CONN SS STL - EMT	20	C	15.26	18.00	C	3.60
6 3/4" COUPLING SS STL - EMT	1	C	0.21	0.00	C	0.00
7 1" COUPLING SS STL - EMT	25	C	8.41	0.00	C	0.00
8 4" CONN COMP STL - EMT	108	C	1,845.41	61.50	C	66.42
9 3/4" COUPLING COMP STL - EMT	54	C	326.55	0.00	C	0.00
10 3/4" CONN COMP STL INSUL - EMT	12	C	34.19	18.75	C	2.25
11 4" BUSHING - PLASTIC	108	C	394.73	16.20	C	17.50
12 4" BUSHING GRDG - STEEL	6	C	146.83	22.80	C	1.37
13 3/4" 1-H STRAP - EMT - STEEL	57	C	10.21	8.10	C	4.62
14 1" 1-H STRAP - EMT - STEEL	37	C	11.74	8.85	C	3.27
15 4" 2-PC CONDUIT STRUT CLAMP	108	C	348.72	25.50	C	27.54
16 #12 THHN BLACK	2,546	M	343.71	7.73	M	19.68
17 #8 THHN BLACK	500	M	172.50	10.50	M	5.25
18 #12 THHN GREEN	17	M	2.29	7.73	M	0.13
19 #2 MECH LUG	4	C	3.95	12.00	C	0.48
20 WIRE CONN RED	21	C	3.57	9.00	C	1.89
21 4x1 1/2" SQ BOX COMB KO	5	C	2.85	34.50	C	1.73
22 4x2 1/8" SQ BOX COMB KO	6	C	5.08	34.50	C	2.07
23 4" SQ BLANK COVER	6	C	1.54	3.75	C	0.23
24 4" SQ 2X DUPLEX RECT COVER	5	E	25.00	3.75	C	0.19
25 4 11/16x2 1/8" SQ BOX 1" KO	10	C	21.82	37.50	C	3.75
26 4 11/16" SQ BLANK COVER	10	C	22.00	3.75	C	0.38
27 GROUND SCREW W/INSUL #12 LEAD	11	C	2.83	4.50	C	0.50
28 18" Wx4" D WIRE MESH CABLE TRAY - ZINC PLTD	160	E	1,600.00	15.30	C	24.48
29 1/4"x2"x 3' COPPER BAR	2	E	550.00	0.75	E	1.50
30 1 5/8x1 5/8x14G STRUT GALV	40	C	81.01	15.00	C	6.00
31 1 5/8x1 5/8x14G STRUT SLOTTED HOLE GALV	108	C	147.75	15.00	C	16.20
32 1/4-20x1 3/4 WEDGE ANCHOR - 1 1/8" MIN DEPTH	216	C	75.60	12.00	C	25.92
33 #8 TO #10x 7/8 PLAS ANCHOR (3/16)	136	C	5.52	9.00	C	12.24
34 3/8-16 MACHINE SCREW ANCHOR	40	C	41.92	18.00	C	7.20
35 3/8" THREADED ROD - PLTD	80	C	29.19	4.50	C	3.60

Description	Quantity	Unit	Total Material	Labor	Unit	Total Hours
36 3/8-16 HEX NUT - PLTD STL	80C		4.41		3.30C	2.64
37 3/8" LOCK WASHER - PLTD STL	80C		4.64		1.50C	1.20
38 1/4x1 1/4 FENDER WASHER - PLTD STL	216C		19.63		1.50C	3.24
39 3/8x1 FENDER WASHER - PLTD STL	80C		4.45		1.50C	1.20
40 #10x1 P/H SELF-TAP SCREW	136C		7.34		4.50C	6.12
41 3.62" Lx0.091" W-0.625" BUNDLE NYLON CABLE TIE - STD	600C		44.16		4.50C	27.00
42 20A 125V DUP REC - IVY (SG)	8C		38.72		30.00C	2.40
43 20A 125V DUP REC - ISO GRD ORG (SG)	2C		18.92		30.00C	0.60
44 #12 WIRE POWER TERM	13E		4.55		0.14E	1.82
45 2" DIAM CORE 6" THICK FLOOR	1E		0.00		0.75E	0.75
46 4" DIAM CORE 6" THICK FLOOR	17E		1,105.00		0.50E	8.50
47 2" DIAM CORE 6" THICK WALL	13E		0.00		0.75E	9.75
48 4" DIAM CORE 6" THICK WALL	37E		2,960.00		0.50E	18.50
49 FIRE CAULK	58E		290.00		0.50E	29.00
50 FIRE RATED PULLOW	108E		3,240.00		0.25E	27.00
Totals	6,877		16,108.64			482.05

**Warren County Jail & Sheriff's Admin. Office
Bulletin #23: Additonal Fiber Cabinet REV 1**

Date: 2/18/2021
 To: Megen Construction
 Co: Jason Kaminski
 Fax: via email
 Pgs: 4
 Re: Bulletin #23: Additonal Fiber Cabinet REV 1



Please find the following summary of changes to the contract for this project: Add additional fiber cabinet. See attached Accurte Controls propsoal for further description.

Subcontractor	\$ 1,872.40
Subcontractor Mark-up	\$ 93.62
Subtotal (Subcontractor Portion)	\$ 1,966.02
Net Material Cost	\$ -
Tax (on Material)	\$ -
Subtotal (Subcontractor & Material)	\$ 1,966.02
Labor & General Conditions	\$ 61.08
Overhead/Profit	\$ 9.16
Bond	\$ -
Total Requested Change Order - ADD Amount	\$ 2,036.26

Notice - Pauly Jail Building Co. respectfully declines to proceed with material procurement and or installations without receipt of change order or change directive per contract documents. Please note: Pricing is valid for 30 days.

Thank you,

Collin Eacret

Main Office
 Pauly Jail Building Co., Inc.
 17515 Bataan Court
 Noblesville, IN 46062
 PH: 317-580-0833
 FX: 317-705-2093

Missouri Office
 Pauly Jail Building Co., Inc.
 1530 S. Big Bend Blvd, 1st Fl
 St. Louis, MO 63117
 PH: 614-240-5655
 FX: 314-240-5567

Missouri Office #2
 Pauly Jail Building Co., Inc.
 500 Huber Park Ct, Suite 206
 Weidon Springs, MO 63304
 PH: 636-329-8036
 FX: 636-329-8056

Where EXCELLENCE in Jail Building is the TRADITION



CHANGE ORDER PROPOSAL

Project: Warren County Jail & Sheriff's Admin. Office
 PJBC#: 554 PR# 23

Date: 1/26/2021

SUMMARY OF DETAILED BREAKDOWN

	ADDITIONS	DELETIONS	NET TOTAL
A. MATERIAL (Including Taxes)	\$ -	\$ -	\$ -
B. LABOR	\$ -	\$ -	\$ -
C. OT01/26/2021HER COSTS	\$ 61.08	\$ -	\$ 61.08
D. SUBCONTRACTOR COSTS (Including Markup)	\$ 1,966.02	\$ -	\$ 1,966.02
E. NET TOTAL (A+B+C)			\$ 61.08
F. OVERHEAD & PROFIT			\$ 9.16
G. BOND			\$ -
TOTAL PROPOSAL			\$ 2,036.26

CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

SUBCONTRACTOR:	CONTRACT WORK DESCRIPTION	PROPOSAL
Accurate Controls	Additional Fiber Cabinet	\$ 1,872.40
		\$ -
		\$ -
H. SUBTOTAL OF ALL WORK PERFORMED BY SUBCONTRACTORS		\$ 1,872.40
I. CONTRACTOR'S MARK-UP		\$ 93.62
MARKUP COST		\$ 1,966.02

MATERIALS/ADD

	\$ -	ROUGH MAT./ADD	\$ -
	\$ -		
	\$ -		
	\$ -	SALES TAX	\$ -
MATERIAL COST			\$ -

MATERIALS/DELETE

	\$ -	ROUGH MAT./DELETE	\$ -
	\$ -	SALES TAX	\$ -
MATERIAL COST			\$ -

LABOR

		RATE	TOTAL
Trade	Labor	Journeyman	0 X \$ 86.48
		Foreman	0 X \$ 105.94
		Superintendent	0 X
		Project Manager	0 X
Trade	Travel	Foreman	0 X \$ -
		Superintendent	0 X \$ -
		Project Manager	0 X \$ -
			\$ -
LABOR COST			\$ -

Wage Breakdown

	Journeyman	Foreman	Superintendent	Other
Tax/Wages	0.00	0.00	0.00	
Benefits	0.00	0.00	0.00	
Payroll Taxes	0.00	0.00	0.00	
Workers Comp	0.00	0.00	0.00	

GENERAL CONDITIONS

GENERAL CONDITIONS	AMOUNT	OTHER COSTS	AMOUNT
1. MISC COST (Vehicle/Travel)	\$ -		
2. GEN. LIA. INS./INST FLTR	\$ 2.10	6. COORD/JOB INC'L	\$ 58.98
3. GEN. LIA.	\$ -	7. PER DIEM	\$ -
4. EQUIPMENT	\$ -	G/C COST	
			\$ 61.08

CONTRACT: _____

CONTRACTOR: _____
 (PRINT)

 (SIGNATURE)

TITLE: _____

DATE: _____



ACCURATE CONTROLS, INC.

326 BLACKBURN ST. - RIPON, WISCONSIN - 54971

PHONE: 920-748-6603 FAX: 920-748-9397

January 26, 2021

Description: Fiber terminations for new switch locations

Accurate Controls to provide a Fiber Module, 6 GBICS and 6 Fiber patch cables with LC ends. Accurate Controls to install our Fiber Patch cables into our switches/GBICS and land on the Fiber Patch panel (supplied by others). **All fiber terminations to the Fiber Patch Panel to be terminated by others.** Accurate Control's switches will only have Accurate Controls devices on it. No space has been allotted for other devices.

Accurate Controls is using switched that were originally designed for D922, no additional switches are to be provided.

D922

Add Fiber module for HP 3810 Switch

Add 3 GBIC for fiber connection

Add 3 Fiber patch cables

B922

Add GBIC for Fiber

Add Fiber Patch cable.

D903

Add GBIC for Fiber

Add Fiber Patch cable

D923

Add GBIC for Fiber

Add Fiber Patch cable

E210

Fiber Patch cable to connect D922 and D903

Qty	Description	Rate	Ext
1.0	Project Management	\$106.00	\$106.00
1.0	Engineering	\$118.00	\$118.00
1.0	Programming	\$118.00	\$118.00
1.0	Field Tech Labor (head end)	\$94.00	\$94.00
1.0	Fiber Expansion Module	\$679.00	\$679.00
6.0	Single mode GBIC	\$63.00	\$378.00
7.0	Fiber patch cables	\$11.20	\$78.40
5%	Shipping	\$1,135.40	\$56.77
15%	Overhead & Profit	\$1,628.17	\$244.23
Total			\$1,872.40

Exclusions:

Our quotation assumes that the following will be supplied by others:

- A complete raceway system for the entire security electronics system including wiring, and cable trays.
- Equipment grounding system
- All 120/208/240VAC branch circuits including conduit/circuit breaker panels

- All Fiber cabling, fiber terminations, fiber patch panels, and certifications (ACI will supply their own patch cables)
- All switches for non Accurate Controls devices.

Warranty

Accurate Controls, Inc. shall guarantee our equipment to be free from defects for a minimum period of one year. We shall send replacements of defective equipment in a timely fashion after diagnosis by our technical assistance department and a purchase order is issued. If it is determined that the equipment replaced is determined to be defective, no invoice will be sent. Accurate Controls, Inc. does not warrant equipment, which is damaged due to negligence, acts of god or vandalism; if the equipment is so damaged, an invoice for the purchase order will be sent.

Summary:

I trust that this gives you a good indication as to what Accurate Controls, Inc. will provide to you. If you have any questions, comments or suggestions, please feel free to call me at 920-748-6603 ext 262.

Respectfully,

Bob Nelson

Bob Nelson
Project Manager
Accurate Controls, Inc.

bnelson@accuratecontrols.com

(920) 748-6603 ext 262

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0462

Adopted Date April 06, 2021

APPROVE AND ENTER INTO AN AGREEMENT WITH IMPROVEDEGE, LLC FOR A LEADERSHIP DEVELOPMENT PROGRAM FOR DIRECTORS

BE IT RESOLVED, to approve and enter into an agreement with Improvedge, LLC for a leadership development program for directors, said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Improvedge, LLC
Commissioner file
OMB



AGREEMENT BETWEEN WARREN COUNTY AND IMPROVEDGE, LLC

Warren County Board of County Commissioners (“the County”), which is located at 406 Justice Drive, Lebanon, OH 45036 and ImprovEdge, LLC (“Consultant” or “ImprovEdge”), which is located at 3982 Powell Road, #314, Powell, OH 43065 hereby enter into the Engagement Agreement as of the date last signed below, as follows:

A. SCOPE OF ENGAGEMENT

The County will engage ImprovEdge to provide a Leadership Development program for up to 18 participants as follows:

1. High energy Virtual Refresher and Kick-off

90-minute live virtual session: Reminders of the program, expectations, communication and its application to internal/external success for both the individual and the business. Participants will be given instructions on how to complete an ImprovEdge self-assessment on leadership skills.

2. Workshop: Presentation Skills

Half-Day Workshop: Each participant in our immersive presentation skills program will learn powerful ways to organize content and ensure the audience remembers your message. They will learn presentation ‘rules’ you should always break and new ways to give effective presentations while being your authentic self, and practice guaranteed ways to grab your audience, read your audience and drive home your message. With two ImprovEdge facilitators for 18 participants, each person is on their feet presenting during the workshop, all of which are video-taped for future viewing by participant. Plus, all participants learn the feedforward format to act as coaches for each other going forward.

3. Workshop: Innovation

Half-Day Workshop: Getting outside of your normal working and thinking mode is critical to creating elegant, meaningful solutions for your organization. Your team can experience a whole new paradigm for thinking, based on the skills of improvisation, which leads to more creative, flexible and adaptive work. We not only examine creativity — we apply it to real situations so that the information is useful rather than theoretical. You’ll learn how improvisers can be so creative in risky, stressful situations, and apply that to your own team.

3. Workshop: Change Management: Embrace the Unexpected

Half-Day Workshop: Teams caught up in old patterns of thought and action? With improvisation, they can prepare, play, and think upside down to find new and innovative answers. Culled from decades of working with business innovators, we show you that



anyone can learn to be more creative, innovative and better at managing change. It just takes flexibility, humor, and focus – that's improv.

The workshop will conclude with a full circle examination of the program; participants will be expected to identify areas for improvement to continue their professional development beyond the program and will development accountability plans with one another to continue to their leadership development progress.

Location: TBD, Lebanon, OH

Dates: August 25: virtual kick-off

Sept. half-day: September 8

Oct. half-day: October 13

Nov. half-day: November 17

Total Investment: \$29,100

Travel, printing and materials are in addition to investment and billed with receipts.

B. PAYMENT OF FEES

ImprovEdge requires a signed copy of this agreement and 25% of the engagement fee (\$7,275) to secure the date(s). The remaining three installments on the engagement fee (\$7,275/installment) and expenses will be invoiced following each in-person workshop.

ImprovEdge accepts either corporate checks or automatic transfers for payments. Credit cards may also be used, and client is responsible for paying all transaction fees.

C. ENGAGEMENT REQUIREMENTS

ImprovEdge, LLC will work with County to determine what exact engagement requirements will be needed. Typically, ImprovEdge requires a video screen and projection equipment, wireless lavalier, and wireless handheld microphone, as well as two large paper easels with markers, which the County shall provide. Our workshops require large, open rooms with plenty of space free of tables for participants to move around.

D. INTELLECTUAL PROPERTY

ImprovEdge, LLC reserves the right to use examples of the engagement materials and presentation as case studies and for marketing purposes. All ImprovEdge copyrighted and trademarked material must be used according to trademark and copyright laws. All material developed and used by ImprovEdge for the engagement may be used only with the express permission of ImprovEdge. However, ImprovEdge acknowledges that County is subject to Ohio public records laws and as such notwithstanding anything to the contrary, agrees that this contract and any material or record that meets the definition of public record may be disclosed or provided to the public. County shall have



no duty to defend the rights of ImprovEdge or any of its agents or affiliates in any records requested to be disclosed. County will notify ImprovEdge of any receipt of any relevant public records request, and ImprovEdge shall have 5 business days to pursue any legal remedy to stop the release of the requested information. Said notification shall relieve the County of any further obligation of any claim by ImprovEdge or any of its agents or affiliates in any jurisdiction connection with the disclosure of such records. ImprovEdge and its agents and affiliates shall have the right to pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

E. CANCELLATION POLICY

If the County must postpone or cancel an engagement, ImprovEdge will work with the County to schedule a new engagement date and transferring travel arrangements if possible.

F. TERMINATION

COUNTY MAY CANCEL THE ENGAGEMENT AND THIS AGREEMENT FOR CONVENIENCE BY PROVIDING 30 DAYS PRIOR WRITTEN NOTICE OF CANCELLATION. COUNTY SHALL BE RESPONSIBLE FOR THE COST OF ANY ACTUAL EXPENSES INCURRED BY IMPROVEDGE RELEVANT TO THIS AGREEMENT PRIOR TO THE DATE OF CANCELLATION.

G. HIRING OF IMPROVEDGE TALENT

ImprovEdge will be providing the Company with trained talent during the engagement. ImprovEdge has invested heavily in training its employees and contractors and desires to retain them. The County agrees it shall not hire any ImprovEdge employee within one year of the engagement date.

H. SEVERABILITY AND SCOPE OF OBLIGATION

If a Court shall find any obligation under this Engagement Agreement illegal or unenforceable in any respect, such illegality or unenforceability shall not affect the other provisions of this Engagement Agreement, all of which shall remain enforceable in accordance with their terms.

If the County or ImprovEdge initiates legal proceedings against the other, such litigation must be filed in the Common Pleas Court of Warren County, Ohio. Legal proceedings may not be initiated in any other court for any reason, and such other court shall not have jurisdiction to enforce any of the terms of this Engagement Agreement and to resolve any dispute arising under this Engagement Agreement. The parties further agree to consent to personal jurisdiction before the Common Pleas Court of Warren County, Ohio and to waive any right to remove any proceeding from the Common Pleas Court of Warren County, Ohio to federal court, to challenge the venue of any proceeding



in the Common Pleas Court of Warren County, Ohio, to raise a forum non conveniens arguments, or to otherwise attempt to transfer any proceeding to a different court.

I. INSURANCE

ImprovEdge, LLC shall carry Commercial General Liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and automobile liability coverage with limits of \$1,000,000 per occurrence/aggregate, with no interruption of coverage during its entire term of this Agreement and through all phases of engagement. ImprovEdge shall carry statutory worker's compensation insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with execution of this Agreement. Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

J. INDEMNITY

ImprovEdge, LLC will defend, indemnify, protect, and save County from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from negligent, reckless, or willful and wanton acts, errors or omissions by ImprovEdge, LCC, its agents, employees, licensees, contractors or subcontractors and the intentional misconduct of ImprovEdge, LLC, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage or property.

K. GOVERNING LAW

This Engagement Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

L. ASSIGNMENT

ImprovEdge may assign this Engagement Agreement to any third party or entity into which ImprovEdge merges, or which acquires or owns substantially all of the assets of ImprovEdge or at least fifty percent of the issued and outstanding voting stock of ImprovEdge.

M. WAIVER

No waiver or any rights or obligations shall be effective unless in writing and signed by the Chief Executive Officer of ImprovEdge, and any such waiver shall be effective only in the specific instance and for the specific purposes stated in such writing.

N. BINDING EFFECT

Except as may be otherwise provided herein, this Engagement Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective affiliates, successors, and assigns.



O. AMENDMENTS

No supplement, modification, or amendment to this Engagement Agreement shall be binding unless made in writing and signed by all parties hereto.

P. NOTICES

All notices that may be required pursuant to this Engagement Agreement shall be given to the parties by hand delivery, telecopy, facsimile, courier service or certified mail postage prepaid addressed to the address of the respective parties as set forth on the books and records of ImprovEdge, or to such changed address as such party may have fixed by notice; provided, however, that any notice or change of address shall be effective only upon receipt.

Q. ENTIRE AGREEMENT

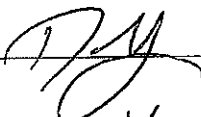
This Engagement Agreement contains the entire agreement of the parties, and this Engagement Agreement supersedes and replaces all former agreements or understandings, whether oral or written, between ImprovEdge and the County.

R. SAFETY PROCEDURES

Client shall ensure that reasonable safety measures are in place and CDC guidelines are followed with respect to ImprovEdge employees and contractors and shall bear the cost of special equipment if ImprovEdge is required to supply masks or other safety gear. ImprovEdge will collaborate with Company regarding safety procedures and processes.

IN WITNESS WHEREOF, ImprovEdge and the County execute this Engagement Agreement as of the date set forth above.

Warren County Board of County Commissioners

By: _____ 


Printed Name David G Young

Resolution No. 21-0462

Date: 4/16/2021

By: _____


APPROVED AS TO FORM



Keith W. Anderson
Asst. Prosecuting Attorney



Date: 4/6/2021

By:  _____

Karen Hough
Founder & CEO
ImprovEdge LLC

Date: 03/29/2021

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

Resolution

Number 21-0463

Adopted Date April 06, 2021

APPROVE EMERGENCY REPAIR TO BACKFLOW DEVICE LOCATED AT THE RENNEKER WATER TREATMENT PLANT CHEMICAL BUILDING

WHEREAS, the Water Department has discovered that the WATTS 909 3" backflow device is leaking out of the drain port in the chemical building; and

WHEREAS, the repair is critical and time sensitive due to the location of the backflow device and the severity of the chemical that it protects from the distribution system; and

WHEREAS, a licensed plumber will need to diagnose and repair or replace the damaged backflow device; and

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 21001544 with Backflows Unlimited in the amount \$1,800.00 for the repair or replacement of the damaged backflow device.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

mbz

cc: Auditor
Water/Sewer (file)

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

Resolution

Number 21-0464

Adopted Date April 06, 2021

SET AND ADVERTISE PUBLIC HEARING #2 TO DESIGNATE PROJECTS WARREN COUNTY INTENDS TO FUND FOR THE FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) URBAN ENTITLEMENT PROGRAM

BE IT RESOLVED, to authorize the Clerk to advertise one time in a newspaper of general circulation Notice of Public Hearing #2 for FY 2021 Community Development Block Grant (CDBG) Urban Entitlement Program; said hearing scheduled for April 22, 2021 at 6:00 p.m., in the Warren County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, for said advertisement to list the following projects that Warren County intends to fund for the FY 2020 CDBG Urban Entitlement Program:

\$ 583,082.00 for Construction Projects:

City of Franklin – Mackinaw Improvement Project
Franklin Township – NE Pennyroyal Repaving Project
Morrow – Train Depot Community Service Renovation
Pleasant Plain – Park Improvement & Bucket Brigade Project
Waynesville – Sidewalk Safety Project

\$60,000 for Public Service Projects:

Warren County Abuse and Rape Crisis Shelter
Interfaith Hospitality Network of Warren County

\$75,000 for Administration

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/sm

cc: OGA (file)

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

Resolution

Number 21-0465

Adopted Date April 06, 2021

APPROVE AND AUTHORIZE WARREN COUNTY TRANSIT SERVICE PROGRAM MANAGER TO APPLY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR SFY 2022 OR CY2022 TRANSPORTATION ASSISTANCE GRANTS IN REGARD TO THE OHIO RIDES TO COMMUNITY IMMUNITY PROGRAM

WHEREAS, the State of Ohio through its SFY 2022 and CY2022 programs has made available funds to assist public transportation systems in Ohio; and

WHEREAS, the Warren County Transit Service is the transit operator for Warren County Board of Commissioners, in Warren County, Ohio and will coordinate transportation service with local agencies to provide rides for testing, vaccines, and other COVID-19 related trips regarding this program; and

WHEREAS, Warren County Transit is presently providing transit service and observing all federal and state rules regarding these programs; and

NOW THEREFORE BE IT RESOLVED, that the Warren County Transit Service Program Manager is hereby authorized to file applications and execute contracts for the SFY 2022 Ohio Elderly and Disabled Transit Fare Assistance Program, the SFY 2022 Urban Transit Program, the CY 2022 Rural Transit Program, the SFY 2022 Ohio Transit Partnership Program, the CY 2022 Bus and Bus Facilities, and the Ohio Rides to Community Immunity Program on behalf of the Warren County Transit Service; and

BE IT FURTHER RESOLVED that Warren County Transit Service Program Manager is authorized to furnish such additional information as the Ohio Department of Transportation may require in connection with these applications; and

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

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: C/A—ODOT
Transit (file)
ODOT

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 21-0466

Adopted Date April 06, 2021

APPROVE AND ENTER INTO AMENDMENT TO THE LEASE AGREEMENT WITH DAYTON CHILDREN'S HOSPITAL DBA THE CHILD ADVOCACY CENTER OF WARREN COUNTY RELATIVE TO 320 E. SILVER STREET LEBANON OHIO


BE IT RESOLVED, to approve and enter into an amendment to the a lease agreement with Dayton Children's Hospital DBA The Child Advocacy Center of Warren County relative to 320 E. Silver Street, Lebanon, Ohio; copy of said lease amendment attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

/to

cc:

C/A—Dayton Children's Hospital
C/A—Child Advocacy Center of Warren County
OMB

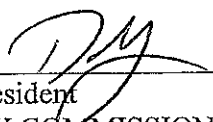
LEASE AGREEMENT ADDENDUM #1

WHEREAS, pursuant to resolution number 15-1581, the Warren County Board of County Commissioners entered into a lease agreement with Dayton Children's Hospital DBA The Child Advocacy Center of Warren County relative to 320 E. Silver Street Lebanon, Ohio, on October 13, 2015 (hereinafter "Lease"); and

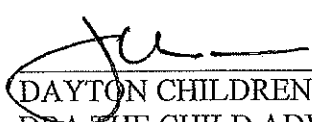
WHEREAS, the parties desire to renew the term of the Lease for an additional five (5) years and have provided written notice of the same pursuant to Section 1. A. of the Lease; and

WHEREAS, the Board desires to amend the cost of rent from \$15,000.00 per year to \$1.00 per year; and

NOW, THEREFORE, the parties agree as follows: The above-referenced Lease shall be extended for an additional five (5) years with the term ending on December 31, 2025, at a cost of \$1.00 per year; and that all other lease terms and conditions shall remain in full force and effect unless specifically amended herein.



David G. Young, President
WARREN COUNTY COMMISSIONERS



DAYTON CHILDREN'S HOSPITAL
DBA THE CHILD ADVOCACY CENTER
OF WARREN COUNTY

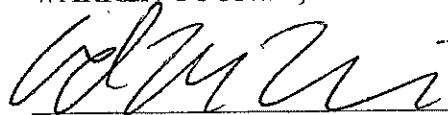
4/6/2021
Date

3.21.2021
Date

Resolution # 21-0466

Approved as to Form:

DAVID FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO



By: Adam Nice, Asst. Prosecutor

Resolution

Number 21-0467

Adopted Date April 06, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/30/21 and 4/1/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

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

Resolution

Number 21-0468

Adopted Date April 06, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH M/I HOMES OF CINCINNATI, LLC FOR RIVERCREST, SECTION FOUR, PHASE C SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED, upon recommendation of the Warren County Sanitary Engineer, to approve the following security release:

RELEASE

Bond Number	:	19-008 (W/S)
Development	:	Rivercrest, Section Four, Phase C
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$28,180.00
Surety Company	:	Berkley Insurance Co. (#0222651)

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

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

Resolution adopted this 6th day of April 2021.

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

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

Resolution

Number 21-0469

Adopted Date April 06, 2021

APPROVE A CASH ADVANCE FROM THE COUNTY MOTOR VEHICLE FUND #2202 INTO THE KING AVENUE BRIDGE PROJECT FUND #4437

WHEREAS, Neil Tunison, Warren County Engineer and appointing authority for the King Avenue Bridge Project has requested a cash advance until monies are received from fund #2202; and

WHEREAS, said cash advance will be repaid upon receipt of said funds from fund #2202; and

NOW THEREFORE BE IT RESOLVED, to approve the following cash advance:

\$500,000.00 from 2202-45556 (Advances of Cash Out)
into 4437-45555 (Cash Advance In)

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Cash Advance File
Engineer (file)

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

Resolution

Number 21-0470

Adopted Date April 06, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COGNITIVE INTERVENTION PROGRAM SUBSTANCE ABUSE MONITORING 2284

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 15,000.00 into 22842911-5210 (Materials & Supplies)

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

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

Resolution

Number 21-0471

Adopted Date April 06, 2021

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE RID GREENS OF BUNNELL HILL FUND 3393

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation needed to process non-cash entries for Auditor/Treasurer settlement fees for the 2021 tax collections:

10,000.00 into 33933918-5910 (Other Expense)

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor (file)
Supplemental App. file

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

Resolution

Number 21-0472

Adopted Date April 06, 2021

APPROVE SUPPLEMENTAL APPROPRIATION WITHIN JAIL SALES TAX FUND #4495

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

\$200,000.00 into 44953712-5320 (Capital Purchases)

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor ✓
Supplemental Appropriation file
Facilities Management (file)

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

Resolution

Number 21-0473

Adopted Date April 06, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
GENERAL FUND #11011220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 3,000.00 from #11011220-5400 (Purchased Services)
 into #11011220-5318 (Non-Capital Purchases w/DA)

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

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

Resolution adopted this 6th day of April 2021.

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 21-0474

Adopted Date April 06, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN BOARD OF ELECTIONS FUND
#11011300

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 from #11011300-5102 (Regular Salaries)
into #11011300-5111 (Part Time Employees)

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

Resolution

Number 21-0475

Adopted Date April 06, 2021

APPROVE APPROPRIATION ADJUSTMENTS WITHIN RECORDER'S OFFICE FUND
#2216

BE IT RESOLVED, to approve the following appropriation adjustments:


\$44,650.00	from	#22161160-5400	(Purchased Services)
\$30,000.00	into	#22161160-5102	(Regular Salaries)
\$450.00	into	#22161160-5871	(Medicare)
\$4200.00	into	#22161160-5811	(PERS)
\$10,000.00	into	#22161160-5820	(Health Insurance)

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

lo/

cc: Auditor _____
Appropriation Adjustment file
Recorder (file)

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

Resolution

Number 21-0476

Adopted Date April 06, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2283

BE IT RESOLVED, to approve the following appropriation adjustment within County Court Fund 2283

\$300.00 from #22831280-5400 (Purchased Services)
 into #22831280-5911 (Non-Taxable Meal Fringe)

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

Resolution

Number 21-0477

Adopted Date April 6, 2021

APPROVE REZONING APPLICATION OF CREEK SONG LLC TO REZONE 70.39 ACRES FROM A "R1" SINGLE FAMILY RESIDENCE CLASSIFICATION (1-UNIT PER 2-ACRE DENSITY) TO A "R1B" SINGLE FAMILY RESIDENCE CLASSIFICATION (1-UNIT PER 1-ACRE DENSITY) IN TURTLECREEK TOWNSHIP

WHEREAS, this Board met this 6th day of April 2021, to consider the rezoning application (Case #2021-01) of Creek Song LLC to consider the rezoning of 70.39 acres located at 2260 N Route 48 in Turtlecreek Township (Parcel # 0932300010), known as "Creek Song", from "R1" Single Family Residence (1-unit per 2-acres density) to "R1B" Single Family Residence (1-unit per 1-acre density); and

WHEREAS, the applicant presented a Concept Plan and represented to the Board that the Creek Song would be developed with a maximum of 52 single-family dwelling units utilizing public sanitary sewer from the City of Lebanon; and,

WHEREAS, this Board has considered the recommendation by the Regional Planning Commission Executive Committee, the decision of the Rural Zoning Commission, and considered the applicant's representations and comments from all those desiring to speak both in person and virtually relative to said rezoning application.

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of Creek Song LLC to rezone 70.39 acres from a "R1" Single Family Residence classification (1-unit per 2-acres density) to a "R1B" Single Family Residence classification (1-unit per 1-acre density).

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: RPC
RZC
Rezoning file
Applicant
Township Trustees

Resolution

Number 21-0478

Adopted Date April 06, 2021

DETERMINING IT TO BE IN THE INTEREST OF WARREN COUNTY TO SELL CERTAIN REAL PROPERTY NOT NEEDED FOR PUBLIC INTEREST IDENTIFIED AS PARCEL "A" OF BURNHAM WOODS SUBDIVISION, SECTION ONE IN FRANKLIN TOWNSHIP, MIDDLETOWN CORPORATION; AND, FURTHER AUTHORIZING THE PROPERTY TO BE ADVERTISED AND THEN SOLD 'AS IS' TO THE HIGHEST BIDDER BY SEALED BIDS

WHEREAS, this Board is the owner of Parcel "A" of Burnham Woods Subdivision, Section One, in Franklin Township, Middletown corporation (hereinafter "Parcel "A") by virtue of a general warranty deed recorded July 16, 1991, a copy of which is attached hereto; and,

WHEREAS, Parcel "A" was conveyed by the developer of Burnham Woods Subdivision, Section One, to this Board in the event of a future extension of Canterbury Drive; and,

WHEREAS, this Board has been advised that with the topography of the abutting property and development of properties between Canterbury Drive and Dixie Highway, that Canterbury Drive will never be extended, thus it is the opinion of this Board that Parcel "A" is not needed for public interest; and,

WHEREAS, this Board was contacted by a party interested in buying Parcel "A"; and,

WHEREAS, in accordance with R.C. §§ 307.09, if the interests of the County so require, this Board may sell any real property belonging to the County and not needed for public interest; and,

WHEREAS, in accordance with R.C. §§ 307.10, the sale of real property requires at least a majority of this Board to adopt a resolution in order to sell real property and further this Board is required to advertise for a private sale once a week for four consecutive weeks in a newspaper of general circulation in the County, whereupon the real property may be deeded to the highest responsible bidder.

NOW THEREFORE BE IT RESOLVED, this Board finds Parcel "A" is not needed for public interest, and further this Board determines it to be in the interests of Warren County to sell Parcel "A." to the highest responsible bidder; and

BE IT FURTHER RESOLVED, to utilize the Warren County Auditor's True Value appraisal of Parcel "A" and hereby determines the minimum bid shall be Six Thousand Dollars (\$6,000.00) plus all costs to advertise the sale and to convey and record the deed; and

RESOLUTION #21-0478
APRIL 6, 2021
PAGE 2


BE IT FURTHER RESOLVED, that the Clerk shall advertise in the Journal News-Pulse of Lebanon and Mason newspaper once a week for four consecutive weeks that sealed bids will be accepted and opened on May 10, 2021, at 10:00 a.m. for Parcel "A" subject to the terms and conditions in the Notice of Private Sale attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of April 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Bruce McGary
Bid File
Commissioners' file

31938

GENERAL WARRANTY DEED

CENTURY ASSOCIATES, INC., an Ohio Corporation, for good and valuable consideration paid, receipt and sufficiency of which is hereby acknowledged, grant(s) with General Warranty covenants to the WARREN COUNTY COMMISSIONERS, aka the BOARD OF WARREN COUNTY COMMISSIONERS, whose tax mailing address is Administration Building, 320 East Silver St., Lebanon, Ohio 45036, the following real property:

Being Lot "A", as the same is known and designated on the Recorded Plat of the Burnham Woods Subdivision, Section One, a subdivision of lots and lands located in Township, Warren County, Ohio. 07-04-329-001
MAY

Subject, however, to all restrictions and limitations, as are contained and described in a plat for said subdivision as recorded in Plat Book 10, Page 53, of the Recorder's Office, Warren County, Ohio.

Further subject to all building, use, planing and zoning restrictions and limitations, all easements, rights-of-way and protective covenants heretofore created, which are now applicable to and effective against said real estate, and, further, subject to all real estate taxes and assessments.

Further subject to and the Grantor reserves the right for the perpetual use and benefit of the Grantor, its heirs and assigns, a certain fifty (50) foot wide easement parallel to the southerly property line of the real property described above for the purposes of:

1. Ingress and egress over and across and through the real property described above for vehicular and pedestrian traffic from and to the fifty (50) foot wide strip of real property owned by the Grantor lying adjacent to Lot "A" currently used to provide construction traffic from and to the Burnham Woods Subdivision;
2. To construct, erect, install, lay and thereafter use, maintain, operate and keep in repair utilities, storm and sanitary sewer, water, gas, electric, telephone and television lines, pipes, connections and stations over, across and through the real property described above but within the fifty (50) foot easement area.

Sidwell Number 07043290010

Prior Instrument Reference: Vol. 513, Page 420 of the Deed Records of Warren County, Ohio.

The Grantor, and the Grantee by the acceptance of this

OR. 643 PAGE 283

WILLIAM L. BOWEN
ATTORNEY AT LAW
C.O.A.E. BUILDING
1 N. MAIN STREET
MIDDLETOWN, OHIO 45042
OFFICE 1-513-434-2050

conveyance, their heirs, successors and assigns shall not permit or cause to be placed any obstruction or impediment of any kind in or on the real property hereinabove granted for easement purposes, which shall interfere with the free flow of traffic, vehicular or pedestrian, or the installation, maintenance or repair of the utility easements granted hereinabove.

Any failure by the Grantee or the Grantor, their heirs, successor or assigns, to enforce any easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

These easements shall run with the land for the non-exclusive right and perpetual uses described hereinabove, provided however, the easement for ingress and egress shall not be construed to grant additional rights to the Grantor, other than those given to the general public, when and if, Canterbury Drive is extended from the easterly property line to the westerly property line of Lot "A" and is open for use of the general public.

It is the intent of the Grantor to reserve a means of ingress and egress to be used primarily for construction traffic but this easement shall not be limited to the use of construction traffic. The Grantor's use of the easement for ingress and egress shall not be diminished by the dedication for public use the extension of Canterbury Drive through the westerly property line of the real property described above, but neither shall the Grantors reservation grant additional rights other than those which are made available to the general public which are not in conflict with the reservation of the easement and the purposes thereof.

The invalidity of any one of the easements by judgment of a court of competent jurisdiction, shall in no way affect any other provision, which shall remain in full force and effect.

The provisions of this instrument shall not be deemed to constitute a declaration for public use, or to create any rights of the general public.

Witness, the Grantor by its duly authorized representative this 11th day of ~~May~~ June, 1991.

Signed and acknowledged
in the presence of:

CENTURY ASSOCIATES, INC.

Cynthia Underwood
Sharon Adams


BY: *Georgia L. Profit*
GEORGIA PROFITT, President

WILLIAM L. ROWEN
ATTORNEY AT LAW
C.G.A.E. BUILDING
1 N. MAIN STREET
MIDDLETOWN, OHIO 45042
OFFICE 1-513-424-2650

STATE OF OHIO
COUNTY OF BUTLER, ss:

BE IT REMEMBERED, that on this 11th day of June, 1991, before me, the subscriber, a Notary Public, in and for said county, personally came, GEORGIA PROFITT, President of CENTURY ASSOCIATES, INC., the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be her free act and deed and the free act and deed of said Corporation.

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

Cynthia Underwood
NOTARY PUBLIC
 CYNTHIA UNDERWOOD
Notary Public, State of Ohio
My Comm. Expires Dec. 12, 1992

This Instrument Prepared By:

WILLIAM L. BOWEN
Attorney at Law
One North Main Street
Middletown, Ohio 45042
Phone 513\424-2050

REALP\GENWARTY.012

No Fee Bk Mike Powell

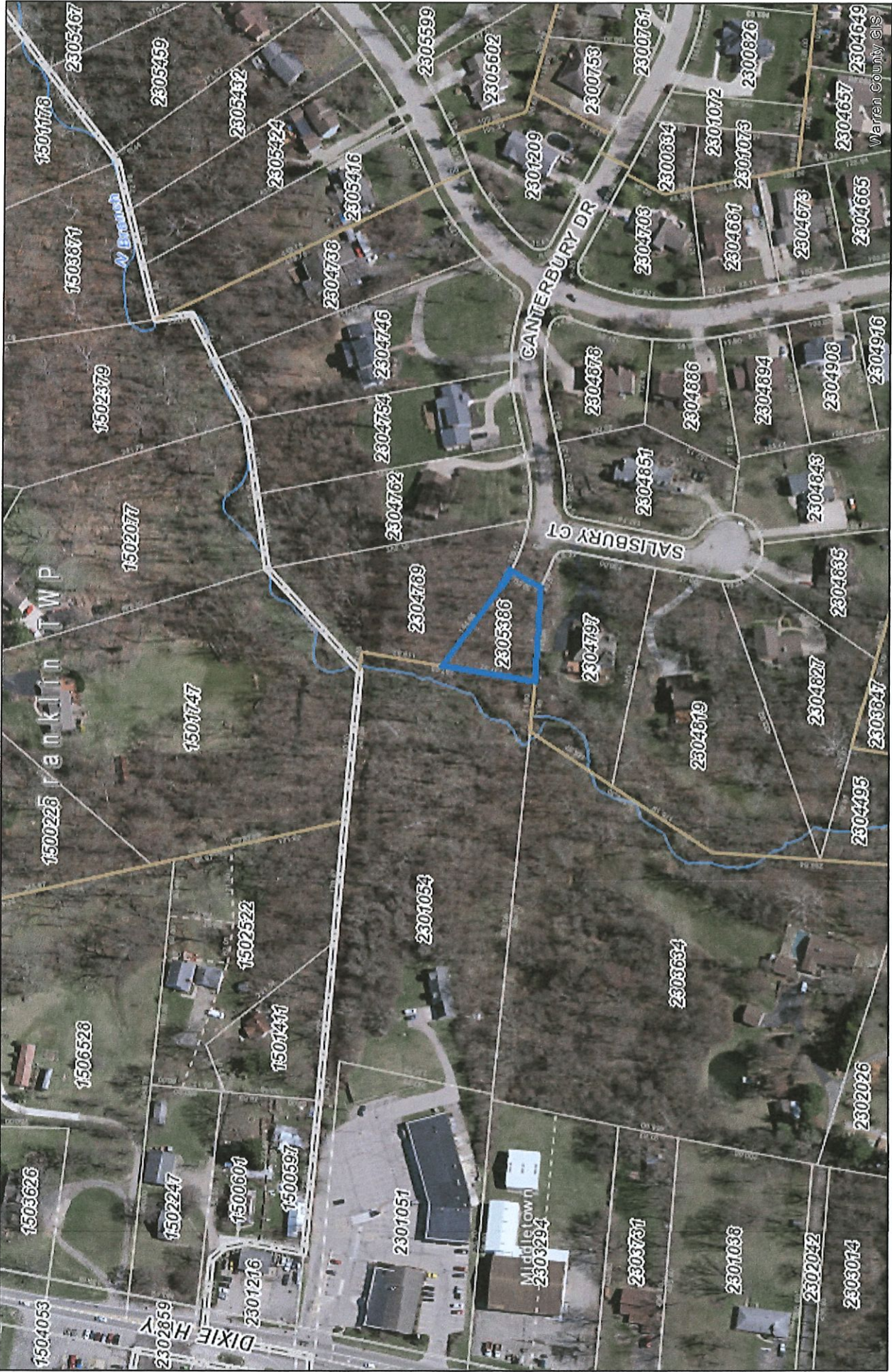
WILLIAM L. BOWEN
ATTORNEY AT LAW
C.O.A.B. BUILDING
1 N. MAIN STREET
MIDDLETOWN, OHIO 45042
OFFICE 1-513-424-2050

RECEIVED AND RECORDED
BETH DECKARD
WARREN COUNTY RECORDER, LEBANON, OHIO
JUL 16 1991 11:04am
D.P. VOL. 643 PAGE 283
FEE

JUL 16 11:19 AM '91
TRANSFERRED
JUL 16 1991
REC. 313.202 COMPLETED WITH
MICK NELSON, Auditor
WARREN COUNTY, OHIO
K

031938

OR.. 643 PAGE 285



Date: 4/2/2021

Warren County Map

1 inch = 200 feet

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Legend	Description
—	Parcel Line
—	County Line
—	Farm Lot Line
—	Overpass Line
—	Subdivision Line
—	Section Line
—	Highway Right of Way Line
—	Other Right of Way Line
—	Water Line
—	Utility Line
—	Other Line

NOTICE OF PRIVATE SALE

Please take notice that the Board of Warren County Commissioners shall offer for sale, by sealed bid, the real estate consisting of Lot A as designated on the record plat of Burnham Woods Subdivision, Section One, located at Canterbury Drive, Franklin, Ohio and identified in the public records of Warren County as Parcel No. 07-04-329-001. A copy of the deed that conveyed title to the Board of Warren County Commissioners and the GIS aerial photo are available online at Warren County's Website at <http://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Lot A consists of land only, due to the lot being unbuildable.

The real estate is being sold "AS IS", WHERE-IS AND WITH NO WARRANTIES as to its condition or its fitness for any particular purpose or use, no warranty of marketable title, compliance with local laws and regulations, environmental or other warranties of any kind. The conveyance is exempt from the Seller providing Buyer an Ohio Real Property Disclosure form. Nothing in this Advertisement for Bids may be construed as a warranty of any kind, and this Advertisement is NOT A SUBSTITUTE FOR AN INSPECTION. Inspection of the real property may be scheduled by contacting Tiffany Zindel, County Administrator at (513) 695.1250. Bidders shall be solely responsible for obtaining their own opinion or evidence of title, boundary lines, encroachments, easements, covenants and restrictions, setbacks, compliance with applicable zoning and building regulations, and availability or access to rights of way and utilities. The successful bidder shall be solely responsible for assuming all liens, taxes and assessments, if any, as well as all conveyance, transfer and recording fees. No sales commission or fee shall be due any sales representative, agent, broker or any other person, and the successful bidder shall hold Warren County and its elected officials, employees, agents and insurer harmless for any claim(s) for such commission or fee from this transaction.

Anyone interested in purchasing the property at private sale shall submit a sealed bid to the Commissioners' Office, 406 Justice Drive, Lebanon, Ohio 45036 by 10:00 a.m. on May 10, 2021, at which time bids will be opened and read aloud. Sealed bids should be in a non-transparent envelope sealed with the bidder's name written on the outside of the envelope, and the bidder's name, address, telephone number and email address included with the amount of the bid on the inside of the envelope. No bids will be accepted for less than a minimum bid of \$ 6,000.00, along with written statement the bidder agrees to all terms of the Notice of Private Sale, evidence of full authority to act if other than an individual, and provide the name(s) and tax mailing address for a deed of conveyance. Within a reasonable period of time, the Board of County Commissioners will notify the successful bidder in writing of its conditional acceptance of the bid and provide to the successful bidder customary closing documents prepared by the County Prosecutor's Office including a settlement statement itemizing the funds required from the successful bidder at closing for the bid amount plus advertisement costs and the transfer tax and recording fee. Within five (5) business days from the date notice is mailed to the successful bidder, the successful bidder shall deliver to the Clerk of the Board of County Commissioners payment in full by a cashier's or bank certified check payable to the Board of Warren County Commissioners and all closing documents fully executed and notarized. The Board of County Commissioners will record the deed. The Board of Warren County Commissioners reserves the right to accept the highest responsible bid, to reject any and all bids, to waive any irregularities in any and all bids, and cancel the private sale without recourse even after conditional acceptance if all of the foregoing terms are not fully complied with.

By Order of the Board of Warren County Commissioners.



Tina Osborne, Clerk