

Resolution

Number 24-0677

Adopted Date May 28, 2024

APPROVING THE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR EMILY GIBSON WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Emily Gibson, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

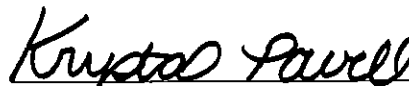
NOW THEREFORE BE IT RESOLVED, to approve Emily Gibson's completion of 365-day probationary period and a pay increase to end of probationary rate of \$23.06 per hour effective pay period beginning June 1, 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
E. Gibson's Personnel File
OMB – Sue Spencer

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

Resolution

Number 24-0678

Adopted Date May 28, 2024

APPROVING THE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR CAYLEY SAUNDERS WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Cayley Saunders, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Cayley Saunders' completion of 365-day probationary period and a pay increase to end of probationary rate of \$23.06 per hour effective pay period beginning June 1, 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
C. Saunders' Personnel File
OMB – Sue Spencer

Resolution

Number 24-0679

Adopted Date May 28, 2024

APPROVING THE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR LAURA SHORT WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Laura Short, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, has successfully completed a 365-day probationary period.

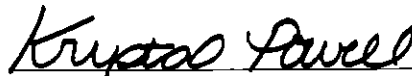
NOW THEREFORE BE IT RESOLVED, to approve Laura Short's completion of 365-day probationary period and a pay increase to end of probationary rate of \$23.06 per hour effective pay period beginning June 1, 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
L. Short's Personnel File
OMB – Sue Spencer

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

Resolution

Number 24-0680

Adopted Date May 28, 2024

APPROVING THE END OF 365-DAY PROBATIONARY PERIOD AND A PAY INCREASE FOR MICHELE BRANHAM WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, Michele Branham, Eligibility Referral Specialist II within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period.

NOW THEREFORE BE IT RESOLVED, to approve Michele Branham's completion of 365-day probationary period and a pay increase to end of probationary rate of \$20.03 per hour effective pay period beginning June 1, 2024.

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

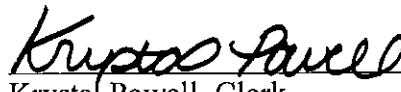
Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-0681

Adopted Date May 28, 2024

HIRING RACHEL STERN AS TEMPORARY YOUTH EMPLOYMENT WORKSITE SUPERVISOR, WITHIN OHIOMEANSJOBS WARREN COUNTY

WHEREAS, Rachel Stern was the Temporary Youth Employment Worksite Supervisor in 2023 and the Deputy Director has requested to rehire her for said position for the 2024 summer period; and

BE IT RESOLVED, to hire Rachel Stern as the Temporary Youth Employment Worksite Supervisor, within OhioMeansJobs Warren County, unclassified, temporary full-time, non-exempt status (24-40 hours per week), \$18.00 per hour, effective June 10, 2024 subject to a negative background check and drug screen, for the summer work period ending September 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: OhioMeansJobs (file)
Rachel Stern's Personnel file
OMB-Sue Spencer

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

Resolution

Number 24-0682

Adopted Date May 28, 2024

**HIRING SARA HULL AS EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE
WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

BE IT RESOLVED, to hire Sara Hull as Emergency Communications Operator within the Warren County Emergency Services Department, classified, full-time permanent, hourly status (40 hours per week), effective June 10, 2024, at a starting rate of \$19.41 per hour, subject to a negative background check and 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR

cc: Emergency Services (file)
S. Hull's Personnel file
OMB- Sue Spencer

Resolution

Number 24-0683

Adopted Date May 28, 2024

APPROVING THE TRANSFER OF LEIGH ANN GEBELE TO THE POSITION OF EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE DEPARTMENT OF EMERGENCY SERVICES FROM THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Mrs. Gebele interviewed for the Emergency Communications Operator position within Department of Emergency Services; and

WHEREAS, the Director of Emergency Services has requested that Leigh Ann Gebele be transferred to the department, effective June 10, 2024.

NOW THEREFORE BE IT RESOLVED, to approve the transfer of Leigh Anne Gebele from Investigative Caseworker within Warren County Department of Job and Family Services, Children Services Division to Emergency Communications Operator within Department of Emergency Services, at a starting rate of \$19.41 per hour, effective June 10, 2024, subject to 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR:

cc: Children Services (file)
Emergency Services (file)
L. Gebele's Personnel File
OMB-Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0684

Adopted Date May 28, 2024

ACCEPTING THE RESIGNATION OF CAYDEN WESTENDORF, ADMINISTRATIVE CLERK, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 5, 2024

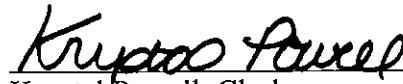
BE IT RESOLVED, to accept the resignation of Cayden Westendorf, Administrative Clerk, within the Warren County Department of Job and Family Services, Children Services Division, effective June 5, 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
C. Westendorf's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0685

Adopted Date May 28, 2024

ACCEPTING THE RESIGNATION OF TONIA FARLEY, PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE MAY 31, 2024


BE IT RESOLVED, to accept the resignation of Tonia Farley, Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, effective May 31, 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
T. Farley's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0686

Adopted Date May 28, 2024

ACCEPTING THE RESIGNATION OF AMANDA KNEECE, PROTECTIVE SERVICES CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 14, 2024


BE IT RESOLVED, to accept the resignation of Amanda Kneece, Protective Services Caseworker II within the Warren County Department of Job and Family Services, Children Services Division, effective June 14, 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
A. Kneece's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0687

Adopted Date May 28, 2024

ACCEPTING THE RESIGNATION OF KAYELEE CARMAN, INVESTIGATIVE CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JUNE 21, 2024

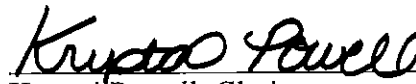
BE IT RESOLVED, to accept the resignation of Kayelee Carman, Investigative Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective June 21, 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Children Services (file)
K. Carman's Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-0688

Adopted Date May 28, 2024

ACCEPTING RESIGNATION OF ALYSSA HARDIN, EMA PLANNER, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT EFFECTIVE JULY 10, 2024

BE IT RESOLVED, to accept the resignation of Alyssa Hardin, EMA Planner, within the Warren County Emergency Services Department, effective July 10, 2024.

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Emergency Services (file)
A. Hardin' Personnel File
OMB – Sue Spencer
Tammy Whitaker

Resolution

Number 24-0689

Adopted Date May 28, 2024

CREATING COUNTY ROAD #182 BRIDGE PROJECT FUND #4462, AND GROG
RUN RD BRIDGE PROJECT FUND # 4464 WITHIN THE ENGINEER'S OFFICE

BE IT RESOLVED, to approve the creation of the following bridge project funds:

- Fund 4462 – County Road #182 Bridge
- Fund 4464 – Grog Run Bridge

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Engineer (file)
OMB

Resolution

Number 24-0690

Adopted Date May 28, 2024

APPROVING THE REPLACEMENT OF BRIDGE WA 22-2.18 ON LOWER SPRINGBORO ROAD UNDER FORCE ACCOUNT

WHEREAS, there is need to replace structure WA 22-2.18 carrying Lower Springboro Road over a branch of Clear Creek in Franklin Township; and

WHEREAS, Neil F. Tunison, P.E., P.S., Warren County Engineer proposes to replace the structure under force account; and

WHEREAS, the County Engineer's estimated cost of the portion of replacement, including labor and materials not purchased under contract as specified under Sections 5543.19 and 5575.01 of the Ohio Revised Code is \$131,453.46 and under the cap of \$233,000 for a bridge; and

WHEREAS, the Engineer's estimate is submitted and to be kept on file with the Board of County Commissioners.

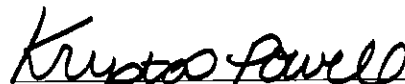
NOW THEREFORE BE IT RESOLVED, to approve the construction of the bridge under force account provisions of Section 5543.19 and 5575.01 of the Ohio Revised Code.

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

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

Resolution adopted this 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Engineer (file)

Resolution

Number 24-0691

Adopted Date May 28, 2024

AUTHORIZING POSTING OF NOTICE TO PUBLIC OF A FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT AND NOTICE TO PUBLIC OF REQUEST FOR RELEASE OF FUNDS RELATIVE TO THE FISCAL YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

BE IT RESOLVED, to authorize the public posting of Notice of Public of a Finding of No Significant Impact on the Environment and Notice to Public of Request Release of Funds in the County Administration Building beginning May 21, 2024 for ten consecutive days relative to the following FY2024 Community Development Block Grant projects:


- FY24 Butlerville: 2nd, 3rd & 4th Street Road Repaving CDBG Project
- FY24 City of Franklin: Storm Sewer CDBG Project
- FY24 Harveysburg: South Street Improvements CDBG Project
- FY24 South Lebanon: King Ave. Improvement CDBG 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: OGA (file)

Resolution

Number 24-0692

Adopted Date May 28, 2024

ENTERING INTO A CONTRACT WITH AERO-MARK COMPANY, LLC., FOR THE 2024 STRIPING PROJECT

WHEREAS, pursuant to Resolution #24-0601, dated May 07, 2024, this Board approved a Notice of Intent to Award Bid for the 2024 Striping Project to Aero-Mark Company, LLC., for a total bid price of \$224,540.09; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Aero-Mark Company, LLC., 10423 Danner Drive, Streetsboro, Ohio 44241, for a total bid price of \$224,540.09; 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: c/a— Aero-Mark Company, LLC.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 28 day of May, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **The Aero-Mark Company LLC, 10423 Danner Drive, Streetsboro, Ohio 44241** 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:

2024 STRIPING PROJECT

hereinafter called the project, for the sum of \$224,540.09 (Two Hundred Twenty-Four Thousand, Five Hundred Forty Dollars and Nine Cents), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by August 23, 2024. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

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

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

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

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

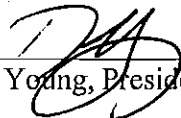
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This 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)

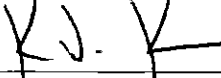
X 

David G. Young, President

(Seal)
ATTEST:



The Aero-Mark Company LLC

By: 

Name

Vice president

Title

Approved as to Form:



Assistant Prosecutor

Resolution

Number 24-0693

Adopted Date May 28, 2024

ENTERING INTO A CONTRACT WITH M.P. DORY CO., FOR THE 2024 GUARDRAIL REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #24-0511, dated April 10, 2024, this Board approved a Notice of Intent to Award Bid for the 2024 Guardrail Replacement Project to M.P. Dory Co., for a total bid price of \$213,298.50; and

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


NOW THEREFORE BE IT RESOLVED, to enter into contract with M.P. Dory Co., 2001 Integrity Drive, Columbus, Ohio 43209, for a total bid price of \$213,298.50; 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: c/a— M.P. Dory Co.
Engineer (file)
OMB Bid file

CONTRACT

THIS AGREEMENT, made this 28 day of May, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **M. P. Dory Company, 2001 Integrity Drive, Columbus, Ohio 43209**, doing business 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:

2024 Guardrail Replacement PROJECT

hereinafter called the project, for the sum of \$213,298.50, (**Two Hundred Thirteen Thousand, Two Hundred Ninety Eight Dollars and Fifty Cents**), and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by November 1, 2024. The Contractor further agrees to pay, as liquidated damages, the sum of \$400.00 for each consecutive calendar day thereafter.

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

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

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

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

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

This 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)

ATTEST:


Name

(Seal)

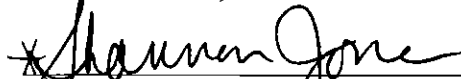
ATTEST:

* 

David G. Young, President

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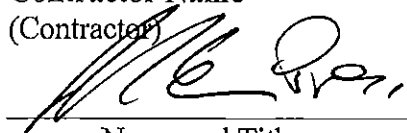
Tom Grossman, Vice- President

* 

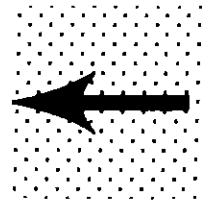
Shannon Jones

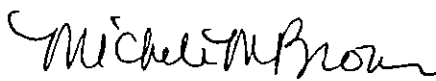
Contractor Name
(Contractor)

By:



Name and Title
Thomas R. Kuhn Pres





Michel M Brown

Approved as to Form:



Assistant Prosecutor

Resolution

Number 24-0694

Adopted Date May 28, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN SIMPLE CYBER
ADVANCED RISK CONTROLS AFFIDAVIT WITH CRUM & FORSTER RELATIVE TO
EXCESS CYBER LIABILITY INSURANCE

WHEREAS, in conjunction with the renewal of excess cyber liability coverage provided through
Crum & Forster for policy year effective May 1, 2024, an affidavit indicating risk controls
implemented is required; and

NOW THEREFORE BE IT RESOLVED, it is the desire of the Board to sign the Advanced Risk
Controls Affidavit confirming risk controls in place; Affidavit 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: c/a—Crum & Forster
Adam Balls, World Risk Management
CORSA
Tammy Whitaker, OMB
Property & Casualty File



C&F Simple Cyber ADVANCED RISK CONTROLS AFFIDAVIT

Wherever the word "Applicant" is used, it will be deemed to include all insureds.

Applicant Name: Warren County Board of Commissioners

Legal name of the Applicant to be insured

Please accept this as confirmation that the controls checked below have been fully implemented and are in place:
(Please check all that apply)

- Multifactor authentication (MFA) is required for all remote access to systems (including webmail) and access to cloud based systems
- An effective Endpoint Detection and Response (EDR) tool is utilized to monitor at least 90% of all network endpoints (please provide the name of the vendor and the specific product)
- All data backups are maintained in a manner that is disconnected from and inaccessible through the organization's network, and secured with different access credentials from other administrator credentials and such access credentials are outside of Active Directory.
- Routine network vulnerability scans are conducted with an appropriate patching cadence (please provide frequency of scans and time frame for critical patching updates)

Comments*: not all systems require MFA, working towards that end.

* Please use a separate sheet, if necessary.

NEED HELP?

If you have questions or need assistance, the Crum & Forster Cyber Solutions Team can help.
For assistance, reach out to cybersolutions@cfins.com.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE INSURER IN CONJUNCTION WITH THIS AFFIDAVIT ARE INCORPORATED BY REFERENCE INTO THIS AFFIDAVIT AND MADE A PART THEREOF, AND DEEMED ATTACHED HERETO.

Signature: *[Signature]*
Must be signed by a duly authorized officer on behalf of all insureds.

Printed Name: David H Young

Title: President

Date: 5/28/24

Resolution

Number 24-0695

Adopted Date May 28, 2024

APPROVING ADDENDA TO AGREEMENT WITH NU BEGINNINGS II, LLC RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the addenda to agreement with Nu Beginnings II, LLC relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a – Nu Beginnings II, LLC
Children Services (file)

Ohio Department of Job and Family Services

**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

ADDENDA TO AGREEMENT

The following addendum sets forth the terms and conditions between the parties for services for children involved with the agency named below:

This Agreement is between Warren County Children Services, A Title IV-E Agency, hereinafter "Agency," whose address is:

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

And Nu Beginnings II, LLC hereinafter "Provider," whose address is:

Nu Beginnings II, LLC
5330 Heatherdowns Blvd Ste 205
Toledo, OH 43614

Collectively the "Parties".

Contract ID: 19355481

Originally Dated: 07/01/2023 to 05/31/2024

Ohio Department of Job and Family Services
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 2:

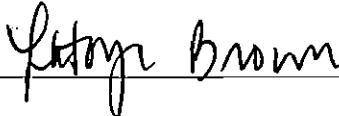
Addenda Reason:	Amount
Addenda Begin Date:	04/01/2024
Addenda End Date:	
Increased Amount:	\$10,950.00
Article Name:	

Addenda Reason Narrative:

Need to increase contract amount by \$10,950 to cover future invoices.

SIGNATURE OF THE PARTIES

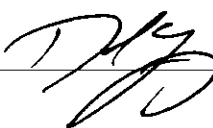
Provider: Nu Beginnings II, LLC

Print Name & Title	Signature	Date
Latoya Brown, administrator		5/13/24

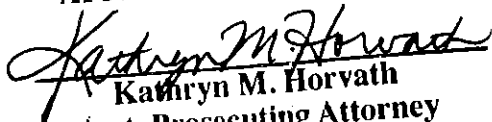
Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		5-20-24

Additional Signatures

Print Name & Title	Signature	Date
*David G Young, President		5/28/24

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 24-0696

Adopted Date May 28, 2024

APPROVING CONTRACT WITH CLARK COUNTY BOARD OF COMMISSIONERS ON BEHALF OF CLARK COUNTY JUVENILE COURT, AND WARREN COUNTY COMMISSIONERS ON BEHALF OF THE WARREN COUNTY JUVENILE COURT MARY HAVEN YOUTH CENTER DIVISION

BE IT RESOLVED, to approve the contract between Clark County Juvenile Court and Mary Haven Youth Center to provide placement services from March 01, 2024, through February 28, 2025. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Clark County
Juvenile (file)
Mary Haven Youth Center (file)
Clark County Juvenile Court

The Board of County Commissioners, in and for Clark County, Ohio, met this 1st day of May, 2024 in regular session, pursuant to adjournment, in accordance with Section 121.22 O.R.C. (Sunshine Law), with the following members present, viz:

Melanie F. Wilt

Sasha L. Rittenhouse

Lowell R. McGlothlin

Resolution 2024-0333
JUVC file

**Authorize Contract with
Warren County Board of Commissioners**

Commissioner Rittenhouse moved, per the request of Clark County Juvenile Court, to authorize a contract with:

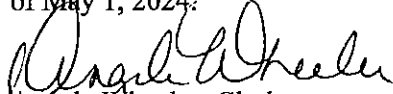
Organization Name: Warren County Board of Commissioners
Organization Address: 406 Justice Drive, Lebanon, Ohio 45036
In the amount of: \$200.00 per diem (per individual)
Funding Source(s): RECLAIM
Purpose: Residential treatment services
Effective Dates: March 1, 2024 through February 28, 2025

Further, move to authorize the County Administrator to execute the contract and related documents, including the purchase order.

Commissioner McGlothlin seconded the motion and the roll being called for its passage, the vote resulted as follows:

Commissioner McGlothlin, Yes; Commissioner Rittenhouse, Yes; Commissioner Wilt, Yes

I, Angela Wheeler, Clerk to the Board of County Commissioners, do hereby certify that the above is a true and correct copy of a motion as recorded in the Journal of the Clark County Commissioners, under the date of May 1, 2024:


Angela Wheeler, Clerk

copy: County Auditor
County Administrator
Requesting Department(s)

**Contract for Residential Treatment Services
Between
Warren County, Ohio and Clark County, Ohio**

This contract is entered into and effective as of the date last signed below, by and between the Warren County Board of Commissioners on behalf of the Warren County Probate Juvenile Court, whose address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter "Warren County") and the Clark County Board of Commissioners on behalf of the Clark County Juvenile Court, whose address is 3130 E. Main Street, Springfield, Ohio 45503 (hereinafter "Clark County").

Whereas, Clark County is in need of secure residential treatment services for male juvenile offenders; and

Whereas, Warren County has such a program, referred to as the Mary Haven Youth Center, and is willing to provide this service to Clark County...

Now, Therefore, the parties mutually agree as follows:

1. Contingent on available space, Warren County agrees to provide secured residential treatment including the Response Ability Pathways (RAP) program. The program encourages an individualized treatment program for each resident. Programming utilized includes Cognitive Behavior Modification, Education, Recreation, and Religious Opportunities. Treatment available to residents includes Counseling, Sex Offender Treatment, Trauma and Grief Component Treatment for Adolescents (TGCTA), and Substance Abuse Treatment.
2. Clark County will pay a per diem of **\$200.00** per bed or individual placed with Warren County.
3. The parties agree the initial term of said Agreement shall be from March 1, 2024, through February 28, 2025. The parties may extend this contract by executing written extensions at the end of the initial term. The parties further agree that the per diem shall be renegotiated and calculated before each annual extension.
4. The parties herein acknowledge that adjudicated delinquent juvenile(s) will be accepted into the Mary Haven Youth Center only after a thorough assessment has been performed by Mary Haven Youth Center to assure the juvenile(s) meet the criteria for admission/acceptance into the program for residential treatment services. Warren County has the sole discretion to determine whether a child will be placed in the Mary Haven Youth Center.
5. Clark County agrees and acknowledges that medical and dental care are not provided by Warren County. Further, all expenses for any medical, dental, counseling, or any other extraordinary costs which are not provided by the Mary Haven Youth Center as part of the routine services provided shall be paid for by the juvenile's parent/guardian/custodian, their insurance provider or lastly, the Court which placed said juvenile at the Mary Haven Youth Center. Clark County shall provide notice of this responsibility to the parent/guardian/custodian in advance of any placement with Warren County at the Mary Haven Youth Center.
6. Warren County shall prepare a monthly invoice for Clark County and provide details of attendance with that invoice for the services provided by this Agreement. The payment is to be made from Clark County in full within thirty (30) days from the date of the invoice. The failure of Clark County to make timely payments pursuant to this Agreement may result in a suspension or termination of this Agreement and the services provided herein. The payment shall be made payable to Warren County Juvenile Court and mailed to **Warren County Juvenile Justice Center, 900 Memorial Drive, Lebanon, Ohio, 45036**.
7. The parties to this Agreement acknowledge that all juveniles placed at the Mary Haven Youth Center will be required to participate in the programs provided at said facility in order to maintain

placement. A refusal to participate in programs may result in a child being removed from the program. Reasonable advanced notice will be provided Clark County prior to any child being removed from the Mary Haven Youth Center.

8. The parties acknowledge and agree that Warren County shall provide the educational requirements for all juveniles in the Mary Haven Youth Center and shall prepare and submit invoices for the same to the juvenile's home school district. Clark County agrees to provide appropriate orders to identify each child's home school district and to establish their responsibility for payment of said child's education. The parties agree that any modification or amendments to this Agreement must be agreed to, in writing, by both parties.
9. Either party may terminate this agreement for convenience by providing 15 days advanced written notice of the termination. Clark County shall pay in full for all services provided by Warren County prior to the effective date of the termination.
10. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
11. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, the venue for any legal disputes arising under this Agreement shall be Warren County Common Pleas Court.
12. This Agreement shall not be modified or amended in any way unless it is done so in a written document executed by both parties.
13. The Parties agree that the terms recited herein are the entire Agreement.

In Execution Whereof, the undersigned parties have set their hands to this Agreement and agree to terms and conditions contained herein.

Clark County Board of Commissioners:

Jennifer M. Hutchinson
President

5/1/24
Date

Jennifer Hutchinson
Printed Name

Resolution No. 2024-0333

Approved as to form and legal sufficiency

Beau P. Thompson 04/29/2024

Date

Beau P. Thompson, Chief Legal Counsel
for the Board of Clark County Commissioners

Warren County Board of Commissioners:

* [Signature]
President

5/28/24
Date

David G Young
Printed Name

Resolution No. 24-0696

Kathryn M. Howard
Approved as to form only
Warren County Prosecutor's Office

5/21/24
Date

AFFIDAVIT OF NON COLLUSION

STATE OF OHIO
COUNTY OF CLARK

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

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


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

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

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

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

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


AFFIANT

Subscribed and sworn to before me this 23rd day of APRIL 20 24

Kelly M. Hill
(Notary Public),

Clark County,

My commission expires 10/15 2025

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

Resolution

Number 24-0697

Adopted Date May 28, 2024

**APPROVING AN ENROLLMENT AGREEMENT WITH PROFESSIONAL DEVELOPMENT
ACADEMY**

BE IT RESOLVED, to approve the President of the Board to execute an Enrollment Agreement with Professional Development Academy for associate training, 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

HR/

cc: c/a –Professional Development Academy
OMB (file)
S. Spencer



Enrollment Agreement

Program Name/Services	Program Start	Program End	# of Users*	Enrollment Costs Summary		
				Retail Price/User	Discounts**/user	Cost per User [†]
High Performance	8.5.2024	11.8.2024	1	\$2,995.00	(\$1000.00)	\$1,995.00
				Total Retail Price	Total Discounts	Total Invoice Price:
				\$2,995	\$1,000	\$1,995

* # of Users: If the number of users is specified, access and the license below are limited to that number of users.
 **Notes for discounts: Standard NACo County Member Discounts.
 †This is the fee for enrollment plus applicable sales tax per user after discounts.

AGREEMENT NOTES COMPANY IS: Warren County OH	Enrollment contact Courtney Harvey
--	--

PAYMENT TERMS: Cost of enrollment will be invoiced within 5 days of signing this Agreement. Payment is due within thirty (30) days upon receipt of invoice or prior to the start of the program, whichever is earlier. Payment via credit card will be assessed an additional 3.5% processing fee.

ACCOUNTING CONTACT INFORMATION
 Name: *Susan Spencer* Title: *HR Manager* Phone: *513-645-1747*
 Mailing Address: *406 Justice Dr. Lebanon, OH 45036* Email Address: *susan.spencer@co.warren.oh.us*

TERMS & CONDITIONS: This Letter of Agreement and associated Fees are non-cancelable and non-refundable. We reserve the right to postpone sessions if there is any risk to the quality of the Participant experience. In the case of postponement, Participants will be accommodated at later Program Start dates.

The abovementioned number of users ("Participants") at COMPANY will be enrolled in the selected Program. Participants are expected to begin the Academy at the Program Start date. After enrollment, participants may not reschedule. Substitute participants are permissible before the start of Week 1 of the Program. We ask that the Primary Contact / Signatory below select the substitute participant.

During the term of the Agreement, the Professional Development Academy grants individual Participants a personal, non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to use the Materials. To be sure, Materials means Program-specific materials and resources including publications, websites, webinars, tools and services prepared by the Professional Development Academy, including all portions, subsets and derivatives thereof and additionally: access to program participant learning management system/web portal; live event webinars; ongoing learning activities pre- and post-learning sessions; and graduation packets.

Individual program participants may continue to use Materials following the Program End date, but access to any online tools may be terminated at the Program End date. COMPANY understands and agrees that the license to the Materials is on a per user basis and such Materials may not be shared, copied or otherwise distributed within the COMPANY. COMPANY further agrees to not sublicense, sell, transfer, assign, or display the Materials for any third party. Except for the license granted herein, the Professional Development Academy shall retain all ownership, title and interest in any and all intellectual property relating to the Materials and Services. Access for additional participants can be purchased by contacting your enrollment director. [In recognition of the preferred pricing reflected in this Agreement, COMPANY agrees to provide the Professional Development Academy with a reasonable opportunity to capture and document the value created by the Professional Development Academy of COMPANY for potential use in marketing communications or as a general endorsement of the value of the Professional Development Academy to potential customers. All documentation and value capture from COMPANY will be conducted in compliance with COMPANY's policy regarding endorsements and shall be done utilizing mutually agreeable and convenient methods. Any Professional Development Academy marketing communications or general endorsements comprised of COMPANY information will only be made with COMPANY's prior written consent.]

* *[Signature]* David G Young 5/28/24
 Signature Print Name Date

APPROVED AS TO FORM

[Signature]
 Adam M. Nice
 Asst. Prosecuting Attorney



Resolution

Number 24-0698

Adopted Date May 28, 2024

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

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

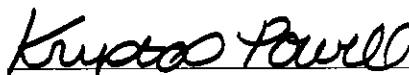
Mr. Jeff's Musical Gizmos
30 W. Main Street
Lebanon, OH 45036

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

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

Resolution adopted this 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, 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 28 day of May, 2024, 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, **Mr. Jeff's Musical Gizmos, 30 W. Main St, Lebanon OH, 45036** hereinafter referred to as Worksite, for the employment of youth as authorized by the TANF Summer Youth Employment Program from date of action by the Board of Commissioners through June 30, 2025.

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 Summer Youth 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 shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in TANF Summer Youth funded programs, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.
- I. 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.

- J. 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.
- K. The Worksite assures that it will fully comply with the requirements of the OMJWC, all Federal regulations.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.

Q. 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. INSURANCE

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

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

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

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

Vendor (worksite) shall provide Warren County with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to Warren County. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by

the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor (worksites) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

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

Rule:	Group:

- 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 28
day of May, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

* [Signature]
David Young, President

WORKSITE:

MR JEFF'S MUSICAL GIZMOS
Worksite Name

[Signature]
Signature/Worksite Administrator

5/23/24
Date

OWNER / GM
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

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES

[Signature]
Josh Hisle OMJWC, Deputy Director

5/23/24
Date

APPROVED AS TO FORM:

[Signature]
Adam Nice, Assistant Prosecuting Attorney

Attachment A

**Warren Co. TANF Summer Youth Employment Program
Request Form**

I. Agency Information:

Agency Name: _____

Address: _____

Phone: _____ E-mail _____

Agency Administrator: _____

Contact Person: _____

FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about _____ and continue until on or about _____. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of ___ hours per week, normally ___ 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?
				From: To:	Yes 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 30 W MAIN ST CASHIER, INVENTORY,
FIX INSTRUMENTS, BUILD INSTRUMENTS

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.

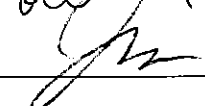
If weather or other factors do not permit the regularly scheduled work to be done, please describe the contingency plan of work duties for youth employees.

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.

 Owner/GM


5/23/24
Date



5/23/24
Date

Josh Hisle, Director, OhioMeansJobs Warren County

APPROVED AS TO FORM


Adam M. Nice
Asst. Prosecuting Attorney

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

GROUNDS 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 24-0699

Adopted Date May 28, 2024

ENTERING INTO A CAREER EXPLORATION AND JOB SHADOW AGREEMENT ON
BEHALF OF OHIO MEANS JOBS WARREN COUNTY

BE IT RESOLVED, to enter into a Career Exploration and Job Shadow Agreement with the
following educational institution, as attached hereto and made part hereof:

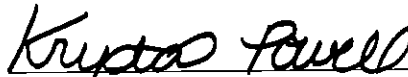
Little Miami School District
95 E. U.S. 22&3
Maineville, Ohio 45039

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

OhioMeansJobs Warren County
Youth Workforce Development
Career Exploration & Job Shadow Agreement

This agreement is entered into and effective on the date last signed below between the Warren County Board of Commissioners on behalf of OhioMeansJobs Warren County, whose office is located at 300 East Silver St, Lebanon, Ohio 45036 (hereinafter referred to as OMJWC) and Little Miami High School, whose office is located at 95 E. U.S. 22&3 Maineville, Ohio 45039 (hereinafter referred to as LMHS).

WHEREAS, OMJWC operates an unpaid Work Experience Program which may provide temporary job shadowing opportunities for students in LMHS Career Development courses; and,

WHEREAS, LMHS is seeking eligible worksites for LMHS career development efforts; and,

WHEREAS, the LMHS Career Development teachers desire to participate in the OMJWC Work Experience Program by providing job shadowing and career exploration opportunities for youth at OMJWC's worksite location, specifically, 300 East Silver St. Lebanon Ohio, 45036...

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

- A. OMJWC in conjunction with LMHS will provide career exploration opportunities through job shadowing for all eligible students interested in learning government function, human services, and fiscal coordination.
- B. Participants will report to OMJWC at agreed upon times and days that will coincide with their school's workforce development curriculum and schedule.
- C. OMJWC 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.
- D. LMHS shall save and hold harmless OMJWC, OhioMeansJobs of Warren County, the Board of Warren County Commissioners and their employees from liability of any nature arising from the participation in this career exploration job shadowing opportunity, including, but not limited to: cost and expenses for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by persons or property resulting in whole or in part from negligent performance or omission of an employee, agent or representative of the Worksite, as well as the youth and other individuals working for the Worksite agency pursuant to this agreement.

E. INSURANCE

LMHS shall provide liability insurance coverage as follows:

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

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

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

F. This agreement may only be modified by written instrument executed by both parties..

G. Participants must adhere to OMJWC policies and procedures.

H. OMJWC can terminate a job shadow/career exploration opportunity if the student fails to adhere to OMJWC policies and procedures.

I. Either party may terminate this agreement for convenience by providing 15 days advanced written notice to the other party.

J. This contract shall be effective on the date last signed below and shall remain in effect until June 30, 2025, unless otherwise terminated by either party, or extended by written amendment executed by both parties.

K. LMHS and the OMJWC understand and agree that signing of this agreement does not guarantee the placement of youth at the Worksite(s).

L.. CERTIFICATIONS: The undersigned individuals have read and fully comprehend all statements in this 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 agreement. A copy of the completed 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 agreement in its files for the duration of the program year.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 28 day of May, 2024.

WARREN COUNTY BOARD OF COMMISSIONERS:

* _____
David G. Young, President

LMHS:

Kevin Harleman
Name

Signature/LMHS Administrator

4/30/24
Date

Principal
Title of LMHS 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

Ohio Means Jobs
WARREN COUNTY JFS, ~~DIVISION OF HUMAN SERVICES~~

Josh Hisle
Josh Hisle OMJWC, Director

5/23/24
Date

APPROVED AS TO FORM:

Adam Nice
Adam Nice, Assistant Prosecuting Atty

5/23/24
Date

Resolution

Number 24-0700

Adopted Date May 28, 2024

APPROVING AMENDMENT #1 TO THE CAREER SERVICES SUB-RECIPIENT AGREEMENT WITH THE AREA 12-BCW/WORKFORCE DEVELOPMENT BOARD

WHEREAS, pursuant to Resolution #24-0470, dated April 2, 2024, this Board entered into a Career Services Sub-Recipient Agreement with the Area 12 – BCW/Workforce Development Board; and

WHEREAS, the BCW/Workforce and the Consortium of local elected officials wish to amend the existing agreement to extend the program for an additional 12 months.

NOW THEREFORE BE IT RESOLVED, to approve Amendment #1 to the Career Services Sub-Recipient Agreement with the Area 12-BCW/Workforce Development Board to extend the program for the period July 1, 2024 to June 30, 2025. Copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Area 12 Workforce Development Board
Area 12 Workforce Development Board (file)

AMENDMENT NO. 1
TO
SUB-RECIPIENT AGREEMENT # 20 -2303
BETWEEN
BCW/WORKFORCE
AND
WARREN COUNTY
AS THE
WARREN COUNTY OHIOMEANSJOBS CENTER MANAGER
(SUBRECIPIENT)

THIS IS NOT A CONTRACT FOR RESEARCH AND DEVELOPMENT

UEI#	NK7ZTVZ8EE51
FEDERAL AWARD IDENTIFICATION (FAIN)#	
FEDERAL AWARD DATE	July 1, 2024
TOTAL FEDERAL AWARD	\$1,949,038.00
FEDERAL AWARDDING AGENCY	DOL
ALN / CFDA#	17.258, 17.278
PASS THROUGH ENTITY	Ohio Department of Job and Family Services
CONTRACT OFFICER	Rebecca Ehling, Executive Director
CONTACT INFORMATION	406 Justice Dr., Suite 301 Lebanon, OH 45036

Per the Steyens Amendment this Workforce Innovation and Opportunity Act Sub-grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$3,263,235.00

Sub-grantee: Warren County
Contract #20-2303
Amendment #1

THIS AMENDMENT #1 TO SUBGRANT AGREEMENT NO. 20-2303, which was entered into the 28th day of March, 2024, by and between **BCW/WORKFORCE**, having its principal office at 406 Justice Dr., Suite 301 Lebanon, OH 45036 and **WARREN COUNTY**, hereinafter referred to as SUB-GRANTEE, existing under and by virtue of the laws of the State of Ohio as a political subdivision of the State of Ohio, having its principal office at 406 Justice Dr., Lebanon, Ohio 45036, to begin on July 1, 2024 and to terminate June 30, 2025.

RECITALS

WHEREAS, BCW/Workforce and Sub-grantee entered into an Agreement effective July 1, 2023, to provide Title I Career Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers and youth, which terminates on June 30, 2024; and

WHEREAS, at their meeting on March 7, 2024, the BCW/Workforce and the Consortium of Local Elected Officials approved the renewal of the Agreement and awarded additional funds for the period of the extension; and

WHEREAS, the BCW/Workforce and the Consortium of local elected officials wish to amend the existing Agreement to extend the program for an additional 12 months term;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend Sub-Recipient's Agreement No. 20-2303 as follows:

1. Article II, Fiscal Management, is amended by replacing section 2.6 with the language below:

2.6 Sub-grantee shall be awarded Four Hundred Sixteen Thousand, Seven Hundred Seventy-Six Dollars (\$416,776.00) for the period July 1, 2024, to June 30, 2025, for the conduct of the programs and grants described herein.


2. Article V in paragraph 6.9 is amended to add the following required clauses in accordance with 2 CFR 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Subgrantee agrees to adhere to:

w Sub-grantee shall adhere to 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.


- x Subgrantee shall adhere to 2 CFR § 200.300 Statutory and national policy requirements.
 - y Subgrantee shall adhere to 2 CFR § 200.323 Procurement of recovered materials appropriate.
 - z Subgrantee shall adhere to 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
 - aa Subgrantee shall adhere to 2 CFR § 200.322 Domestic preferences for procurements.
3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
 4. This Amendment and all its attachments are made a part of said Agreement.
 5. The effective date of this Amendment shall be the date on which it has been signed by all the parties.

Sub-Grantee: Warren County
Contract # 20-2303
Amendment #1

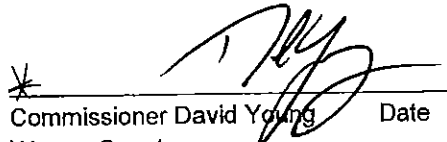
PROGRAM YEAR 2024 AND 2025 SUB-GRANT AGREEMENT
SIGNATURE PAGE

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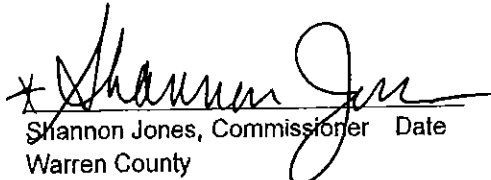
Commissioner Tom Grossmann Date
Warren County
Sub-Grantee Local Elected Official



Warren County Prosecutor Date 5/21/24

* 

Commissioner David Young Date
Warren County
Sub-Grantee Local Elected Official

* 

Shannon Jones, Commissioner Date
Warren County
Sub-Grantee Local Elected Official and Area 12 Consortium Fiscal Agent

Tate Borcoman 4/12/2024

Tate Borcoman – Board Chair Date
BCW/Workforce – Area 12

Becky Ehling 4/12/24

Becky Ehling – Executive Director Date
BCW/Workforce – Area 12

AMENDMENT NO. 1
TO
SUB-GRANT AGREEMENT # 20-2301
BETWEEN
BCW/WORKFORCE
AND
BOARD OF COMMISSIONERS, BUTLER COUNTY, OHIO

THIS IS NOT A CONTRACT FOR RESEARCH AND DEVELOPMENT

UEI#	L83CVXMVKRN9
FEDERAL AWARD IDENTIFICATION (FAIN)#	
FEDERAL AWARD DATE	July 1, 2024
TOTAL FEDERAL AWARD	\$1,949,038.00
FEDERAL AWARDDING AGENCY	DOL
ALN / CFDA#	17.258, 17.278
PASS THROUGH ENTITY	Ohio Department of Job and Family Services
CONTRACT OFFICER	Rebecca Ehling, Executive Director
CONTACT INFORMATION	406 Justice Dr., Suite 301 Lebanon, OH 45036

Per the Stevens Amendment this Workforce Innovation and Opportunity Act Sub-grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$3,263,235.00

Sub-grantee: Butler County

Contract # 20-2301
Amendment # 1

THIS AMENDMENT # 1 TO SUBGRANT AGREEMENT NO. 20-2301, which was entered into the 4th day of March, 2024 by and between **BCW/WORKFORCE**, having its principal office at 406 Justice Dr., Suite 301 Lebanon, OH 45036 and the Area 12 Chief Elected Officials Consortium "Consortium" AND the Board of County Commissioners, **BUTLER COUNTY**, Ohio, hereinafter referred to as SUB-GRANTEE, existing under and by virtue of the laws of the State of Ohio as a political subdivision of the State of Ohio, having its principal office at 315 High St., 2nd Floor, Hamilton, Ohio 45011 to begin on July 1, 2024 and to terminate June 30, 2025.

RECITALS

WHEREAS, BCW/Workforce and Sub-grantee entered into an Agreement effective July 1, 2023, to provide Title I Career Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers and youth, which terminates on June 30, 2024; and

WHEREAS, at their meeting on March 7, 2024, the BCW/Workforce and the Consortium of Local Elected Officials approved the renewal of the Agreement and awarded additional funds for the period of the extension; and

WHEREAS, the BCW/Workforce and the Consortium of local elected officials wish to amend the existing Agreement to extend the program for an additional 12 months term;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend Sub-Recipient's Agreement No. 20-2301 as follows:

1. Article II, Fiscal Management, is amended by adding the following language to section 2.6 as follows:

2.6 Sub-grantee shall be awarded Eight Hundred Eighty Thousand, Three Hundred Thirty-Six Dollars (\$880,336.00) for the period July 1, 2024, to June 30, 2025, for the conduct of the programs and grants described herein.

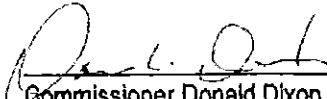
2. Article VI, Section 6.9 is amended to add the following required clauses in accordance with 2 CFR 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

w Sub-grantee shall adhere to 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.


- x Subgrantee shall adhere to 2 CFR § 200.300 Statutory and national policy requirements.
 - y Subgrantee shall adhere to 2 CFR § 200.323 Procurement of recovered materials appropriate.
 - z Subgrantee shall adhere to 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
 - aa Subgrantee shall adhere to 2 CFR § 200.322 Domestic preferences for procurements.
3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
 4. This Amendment and all its attachments are made a part of said Agreement.
 5. The effective dates of this Amendment shall be July 1, 2024 through June 30, 2025.

Sub-grantee: Butler County
Contract # 20-2301
Amendment # 1

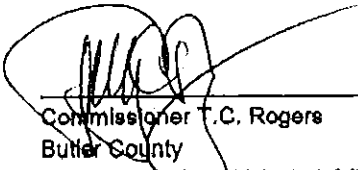
**PROGRAM YEAR 2024 AND 2025 SUB-GRANT AGREEMENT EXTENSION
SIGNATURE PAGE**




Commissioner Donald Dixon Date
Butler County
Sub-Grantee Local Elected Official

 4/23/2024

Butler County Prosecutor Date

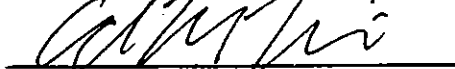


Commissioner T.C. Rogers Date
Butler County
Sub-Grantee Local Elected Official

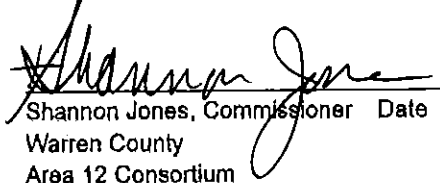


Commissioner Cindy Carpenter Date
Butler County
Sub-Grantee Local Elected Official


APPROVED AS TO FORM



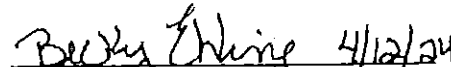
Adam M. Nice
Asst. Prosecuting Attorney



Shannon Jones, Commissioner Date
Warren County
Area 12 Consortium

 4/12/2024

Tate Borcoman – Board Chair Date
BCW/Workforce – Area 12

 4/12/24

Becky Ehling – Executive Director Date
BCW/Workforce – Area 12

AMENDMENT NO. 1
TO
SUB-GRANT AGREEMENT # 20-2302
BETWEEN
BCW/WORKFORCE
AND
BOARD OF COMMISSIONERS, CLERMONT COUNTY, OHIO

THIS IS NOT A CONTRACT FOR RESEARCH AND DEVELOPMENT

UEI#	GR1JFLSDXX7K5
FEDERAL AWARD IDENTIFICATION (FAIN)#	
FEDERAL AWARD DATE	July 1, 2024
TOTAL FEDERAL AWARD	\$1,949,038.00
FEDERAL AWARING AGENCY	DOL
ALN / CFDA#	17.258, 17.278
PASS THROUGH ENTITY	Ohio Department of Job and Family Services
CONTRACT OFFICER	Rebecca Ehling, Executive Director
CONTACT INFORMATION	406 Justice Dr., Suite 301 Lebanon, OH 45036

Per the Stevens Amendment this Workforce Innovation and Opportunity Act Sub-grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$3,263,235.00

Sub-grantee: Clermont County
Contract # 20-2302
Amendment # 1

THIS AMENDMENT # 1 TO SUBGRANT AGREEMENT NO. 20-2302, which was entered into the 26th day of July, 2023 by and between **BCW/WORKFORCE**, having its principal office at 406 Justice Dr., Suite 301 Lebanon, OH 45036 and **THE Area 12 Chief Elected Officials Consortium, ("Consortium")** AND the Board of County Commissioners, **CLERMONT COUNTY**, Ohio, hereinafter referred to as **SUB-GRANTEE**, existing under and by virtue of the laws of the State of Ohio as a political subdivision of the State of Ohio, having its principal office at 101 East Main Street, Batavia, Ohio 45103 to begin on July 1, 2024 and to terminate June 30, 2025.

RECITALS

WHEREAS, BCW/Workforce and Sub-grantee entered into an Agreement effective July 1, 2023, to provide Title I Career Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers and youth, which terminates on June 30, 2024; and

WHEREAS, at their meeting on March 7, 2024, the BCW/Workforce and the Consortium of Local Elected Officials approved the renewal of the Agreement and awarded additional funds for the period of the extension; and

WHEREAS, the BCW/Workforce and the Consortium of local elected officials wish to amend the existing Agreement to extend the program for an additional 12 months term;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend Sub-Recipient's Agreement No. 20-2302 as follows:

1. Article II, Fiscal Management, is amended by adding the following language to section 2.6 as follows:

2.6 Sub-grantee shall be awarded Four Hundred Seven Thousand Twenty-Two Dollars (\$407,022.00) for the period July 1, 2024, to June 30, 2025, for the conduct of the programs and grants described herein.

2. Article VI, section 6.9 is amended to add the following required clauses in accordance with 2 CFR 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards:

w Sub-grantee shall adhere to 2 CFR § 200.216 Prohibition on certain

telecommunications and video surveillance services or equipment.

- x Subgrantee shall adhere to 2 CFR § 200.300 Statutory and national policy requirements.
 - y Subgrantee shall adhere to 2 CFR § 200.323 Procurement of recovered materials appropriate.
 - z Subgrantee shall adhere to 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
 - aa Subgrantee shall adhere to 2 CFR § 200.322 Domestic preferences for procurements.
3. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
 4. This Amendment and all its attachments are made a part of said Agreement.
 5. The effective date of this Amendment shall be July 1, 2024, through June 30, 2025.

Sub-Grantee: Clermont County
Contract # 20-2302
Amendment #1

PROGRAM YEAR 2024 AND 2025 SUB-GRANT AGREEMENT
SIGNATURE PAGE

Bonnie J. Batchler
Commissioner Bonnie Batchler Date _____ Clermont County Prosecutor Date _____
Clermont County 5/8/2024
Sub-Grantee Local Elected Official

Claire B. Corcoran
Commissioner Claire Corcoran Date 5/8/20/24
Clermont County
Sub-Grantee Local Elected Official

Abstain 5/8/2024
Commissioner David Painter Date
Clermont County
Sub-Grantee Local Elected Official

Shannon Jones
Shannon Jones, Commissioner Date _____
Warren County
Area 12 Consortium

APPROVED AS TO FORM

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

Tate Borcoman 4/12/2024 Becky Ehling 4/12/24
Tate Borcoman - Board Chair Date Becky Ehling - Executive Director Date
BCW/Workforce - Area 12 BCW/Workforce - Area 12

APPROVED AS TO FORM:
MARK J. TEKULVE, PROSECUTOR
CLERMONT COUNTY, OHIO
BY: Mark J. Tekulve
Assistant Prosecutor

Resolution

Number 24-0701

Adopted Date May 28, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 5/21/24 and 5/23/24 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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-0702

Adopted Date May 28, 2024

APPROVING OPERATIONAL TRANSFER OF INTEREST EARNINGS FROM COMMISSIONERS FUND #11011112 INTO WATER FUNDS #5510 & #5583, AND SEWER FUNDS #5580, & #5575

WHEREAS, pursuant to Resolution #90-502, adopted May 3, 1990, and amended by Resolution #18-1854, adopted November 27, 2018, relative to the transfer of interest earned by the County on revenues earned on various funds held by the County to the benefit of the Water and Sewer system.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfers of interest earnings for the period of April 2024:

- | | | |
|--------------|-------------------------------------|--|
| \$ 46,081.31 | from #11011112 5997 | (Operational Transfers) |
| | into #5510 44100 55103200 AAREVENUE | (Water Revenue - Interest Earnings) |
|
 | | |
| \$ 8,853.76 | from #11011112 5997 | (Operating Transfers) |
| | into #5575 44100 55753300 AAREVENUE | (Sewer Construction Project – Interest Earnings) |
|
 | | |
| \$ 49,715.85 | from #11011112 5997 | (Operational Transfers) |
| | into #5580 44100 55803300 AAREVENUE | (Sewer Revenue – Interest Earnings) |
|
 | | |
| \$ 1,657.11 | from #11011112 5997 | (Operational Transfers) |
| | into #5583 44100 55833200 AAREVENUE | Water Construction Projects – Interest Earnings) |

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: Auditor Water/Sewer (file)

OMB
Operational Transfer file

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

Resolution

Number 24-0703

Adopted Date May 28, 2024

APPROVING SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND
#11011110

BE IT RESOLVED, to approve the following supplemental appropriation for additional current year travel expense:

\$ 15,000.00 into #11011110-5940 (General – BOCC Travel)

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation file
Commissioners file
OMB – S. Spencer

Resolution

Number 24-0704

Adopted Date May 28, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employees of Children Services, Kelley Hester, Tonia Farley, and Leigh Anne Gebele:

\$5,200.00	from	#22735100-5102	(Regular Salaries)
	into	#22735100-5882	(Accum. Vacation Payout)

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

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

Resolution adopted this 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

cc:

Auditor
Appropriation Adj. file
Children Services (file)
OMB

Resolution

Number 24-0705

Adopted Date May 28, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN BOARD OF DEVELOPMENTAL
DISABILITIES FUND #2205

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000 from #22056710-5330 (Real Prop Capital Improvement)
 into #22056710-5840 (Unemployment Compensation)

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Developmental Disabilities (file)

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

Resolution

Number 24-0706

Adopted Date May 28, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment:

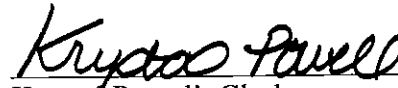
\$6,120.00 from #22735100-5881 (Sick Leave Payout)
 into #22735100-5882 (Vacation Leave Payout)

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

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

Resolution adopted this 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

jc/

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

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

Resolution

Number 24-0707

Adopted Date May 28, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, in order to process vouchers for office equipment with the appropriate object code, it is necessary to approve the following appropriation adjustment:


\$2,000.00 from #22997000-5210 (Transit – Materials & Supplies)
 into #22997000-5317 (Transit – Non-Capital Purchase)

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: Auditor
Appropriation Adj. file
Transit (file)

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

Resolution

Number 24-0708

Adopted Date May 28, 2024

APPROVING APPROPRIATION ADJUSTMENT WITHIN TRANSIT FUND #2299

BE IT RESOLVED, in order to process vouchers for computer expenses with the appropriate object code, it is necessary to approve the following appropriation adjustment:

\$1,500.00 from #22997000-5940 (Transit – Travel)
 into #22997000-5317 (Transit – Non-Capital)

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 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sm

cc: Auditor _____
Appropriation Adj. file
Transit (file)

Resolution

Number 24-0709

Adopted Date May 28, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

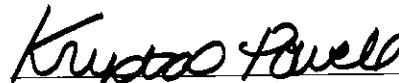
BE IT RESOLVED, to approve requisitions as listed in the attached document and authorize Martin Russell, County Administrator, to sign on behalf of this Board of County Commissioners.

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

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

Resolution adopted this 28th day of May 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:

Commissioners' file

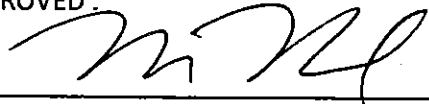
REQUISITIONS

Department	Vendor Name	Description	Amount	
ENG	MP DORY CO	ENG.2024 GUARDRAIL REPLACEMENT	\$ 213,298.50	*bid/contract in packet
ENG	AERO MARK COMPANY LLC	ENG. 2024 STRIPING PROJECT	\$ 224,540.09	*bid/contract in packet
BOC	PROFESSIONAL DEVELOPMENT ACADEMY LLC	BOC ENROLLMENT AGRMT FOR PROFE	\$ 1,995.00	*resolution in packet
TEL	WOODHULL LLC	TEL WOODHUL IMC3510 COPIER	\$ 11,667.85	*state contract
ENG	PALMER TRUCKS INC	ENG KENWORTH T 480V TANDEM DUM	\$ 284,533.69	*vehicle/ state contract

PO CHANGE ORDERS

ENG	FORD DEVELOPMENT CORP	MAS MOR MIL BRIDGE PROJ	\$ 95,375.64	*decrease/ ODOT payment
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5/28/24 APPROVED :



Martin Russell, County Administrator