

Resolution

Number 21-0906

Adopted Date July 06, 2021

APPROVE PROMOTION OF ANDREW NAPIER TO THE POSITION OF WATER DISTRIBUTION WORKER III WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Napier has successfully obtained his Class I Water Distribution Certification and is eligible to be promoted to a Water Distribution Worker III classification; and

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

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Andrew Napier to the position of Water Distribution Worker III within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #17, \$22.32 per hour, effective pay period beginning July 3, 2021.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-0907

Adopted Date July 06, 2021

APPROVE PAY INCREASE FOR DOUG INGRAM, WATER DISTRIBUTION WORKER III,
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Ingram has obtained his Class I Water Distribution Operation Certification and will serve as operator of record; and

WHEREAS, Mr. Ingram is eligible for a five (5) percent increase per the Water and Sewer Work Rules adopted April 21, 2015, resolution #15-0614, section 3.4 ; and

NOW THEREFORE BE IT RESOLVED, to approve a pay increase for Doug Ingram, Distribution Worker III, as he has obtained his Class I Water Distribution Operator Certification and will serve as operator of record, to \$23.44 per hour, effective pay period beginning July 3, 2021.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Water/Sewer (file)
D. Ingram's Personnel file
OMB - Sue Spencer

Resolution

Number 21-0908

Adopted Date July 06, 2021

HIRE SYDNEY RENNER AS LEPC/GRANTS COORDINATOR, WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT

WHEREAS, Sydney Renner was hired as a temporary EMA Planning Assistant effective May 3, 2021; and

WHEREAS, the director has requested to move Sydney Renner into the vacant permanent position of LEPC/Grants Coordinator; and

NOW THEREFORE BE IT RESOLVED, to hire Sydney Renner, as LEPC/Grants Coordinator within the Warren County Emergency Services Department, classified, full-time permanent, non-exempt, hourly status (40 hours per week), effective July 17, 2021, at starting rate of, \$18.06 per hour, pay grade #15, with a probationary period ending May 2, 2022.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR

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

Resolution

Number 21-0909

Adopted Date July 06, 2021

AUTHORIZE THE POSTING OF THE "TEMPORARY EMA EMERGENCY PLANS ASSISTANT" POSITION WITHIN THE EMERGENCY SERVICES DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02 (A)

WHEREAS, there exists an opening for a "Temporary EMA Emergency Plans Assistant" position within the Emergency Services Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Temporary EMA Emergency Plans Assistant" in accordance with Warren County Personnel Policy Manual, Section 2.02 (A); posting to occur for a period of at least seven (7) consecutive calendar days beginning July 7, 2021.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Emergency Services (file)
OMB – Sue Spencer

Resolution

Number 21-0910

Adopted Date July 06, 2021

HIRE JENNIFER POWELL AS AN ELIGIBILITY REFERRAL SPECIALIST I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

BE IT RESOLVED, to hire Jennifer Powell, as Eligibility Referral Specialist I, within the Warren County Department of Job and Family Services, Human Services Division, full-time, 40 hours per week, Pay Grade 2, \$14.47 per hour, under the Warren County Job and Family Service, Human Services compensation plan, effective July 12, 2021, subject to a negative drug screen and check and a 365-day probationary period.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Human Services (file)
J. Powell's Personnel file
OMB – Sue Spencer

Resolution

Number 21-0911

Adopted Date July 06, 2021

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

BE IT RESOLVED, to hire Natalie Brown as Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #6, \$16.30 per hour, under the Warren County Job and Family Services compensation plan, effective July 19, 2021, subject a background check, negative drug screen and a 365-day probationary period.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
N. Brown's Personnel file
OMB – Sue Spencer

Resolution

Number 21-0912

Adopted Date July 06, 2021

HIRE RENEE HATHAWAY AS PROTECTIVE SERVICES CASEWORKER III, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to hire Renee Hathaway, as Protective Services Caseworker III, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status (40 hours per week), Pay Grade #10, \$22.00 per hour, under the Warren County Job and Family Services compensation plan, effective August 2, 2021, subject a negative background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (file)
R. Hathaway's Personnel file
OMB – Sue Spencer

Resolution

Number 21-0913

Adopted Date July 06, 2021

AUTHORIZE THE POSTING OF THE "CLERICAL SPECIALIST I/SCANNER, WITHIN THE DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, IN ACCORDANCE WITH THE WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Clerical Specialist I/Scanner" position within the Department of Job and Family Services, Children Services Division; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Clerical Specialist I/Scanner" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 30, 2021.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Children Services (File)
S. Spencer - OMB

Resolution

Number 21-0914

Adopted Date July 06, 2021

ACCEPT RESIGNATION OF NATHAN SHUTTS, WATER DISTRIBUTION WORKER I, WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT, EFFECTIVE JULY 9, 2021


BE IT RESOLVED, to accept the resignation of Nathan Shutts, Water Distribution Worker I, within the Warren County Water and Sewer Department, effective July 9, 2021.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

Resolution

Number 21-0915

Adopted Date July 06, 2021

AUTHORIZE THE POSTING OF THE "WATER DISTRIBUTION WORKER I OR II" POSITION, WITHIN THE WATER AND SEWER DEPARTMENT, IN ACCORDANCE WITH WARREN COUNTY PERSONNEL POLICY MANUAL, SECTION 2.02(a)

WHEREAS, there exists one opening for a "Water Distribution Worker I or II" position within the Water and Sewer Department; and

NOW THEREFORE BE IT RESOLVED, to authorize the posting of the position of "Water Distribution Worker I or II" in accordance with Warren County Personnel Policy Manual, Section 2.02(A); posting to occur for a period of at least seven (7) consecutive calendar days beginning June 30, 2021.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

H/R

cc: Water/Sewer (File)
S. Spencer – OMB
T. Reier

Resolution

Number 21-0916

Adopted Date July 06, 2021

APPROVE PROMOTION OF MICHAEL GLADWELL FROM BUILDING AND ELECTRICAL INSPECTOR I TO BUILDING AND ELECTRICAL INSPECTOR II WITHIN THE BUILDING AND ZONING DEPARTMENT

WHEREAS, Mr. Gladwell has obtained the required certification for the Building and Electrical Inspector II classification; and

WHEREAS, it is the desire of the Board to promote Mr. Gladwell to a Building and Electrical Inspector II classification; and

NOW THEREFORE BE IT RESOLVED, to promote Michael Gladwell from Building and Electrical Inspector I to Building and Electrical Inspector II at pay range #16, \$24.69 per hour, effective July 3, 2021.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Building/Zoning (file)
M. Gladwell's Personnel File
OMB-Sue Spencer

Resolution

Number 21-0917

Adopted Date July 06, 2021

HIRE LISA JOBE AS CASHIER RECEPTIONIST, WITHIN THE BUILDING AND ZONING DEPARTMENT


BE IT RESOLVED, to hire Lisa Jobe as Cashier Receptionist within the Warren County Building and Zoning Department, classified, full-time permanent, non-exempt status (40 hours per week), pay grade #12, \$14.71 per hour, effective July 12, 2021, subject to a negative drug screen, background check and a 365-day probationary period.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

HR

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

Resolution

Number 21-0918

Adopted Date July 06, 2021

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

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

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor ✓
Commissioners' file
Press ✓

Resolution

Number 21-0919

Adopted Date July 06, 2021

AUTHORIZE REQUEST FOR PROPOSALS FOR SECURING A SOURCE OF ELECTRIC GENERATION FOR WARREN COUNTY FACILITIES

BE IT RESOLVED, to advertise for Request for Proposals for securing a source of electric generation for Warren County Facilities; and

BE IT FURTHER RESOLVED, to advertise said Request for Proposals in a newspaper of general circulation, one (1) time beginning the week of July 11, 2021 and for two consecutive weeks on the County Website; the deadline for the receipt of proposals is 11:00 a.m. on July 26, 2021.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file

Resolution

Number 21-0920

Adopted Date July 06, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO SIGN PERMIT APPLICATION FROM THE OHIO DEPARTMENT OF COMMERCE, DIVISION OF LIQUOR CONTROL FOR A FUNDRAISING EVENT AT THE WARREN COUNTY FAIRGROUNDS

WHEREAS, Oilstone Sprints Inc. is holding a fundraising event at the Warren County Fairgrounds on August 28, 2021; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign a permit application from the Ohio Department of Commerce, Division of Liquor Control, on behalf of Oilstone Sprints Inc. for the purpose of obtaining a liquor license during an event being held at the Warren County Fairgrounds; copy of said application 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 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Ohio Department of Commerce, Division of Liquor Control
Oilstone Sprints Inc. C/O Dave Rubin 700 Stubbs Mill Road Lebanon, OH 45036
Agricultural Society (file)

Resolution

Number 21-0921

Adopted Date July 06, 2021

AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO AGREEMENT FOR DISBURSEMENT OF GRANT FUNDS WITH MENTAL HEALTH RECOVERY SERVICES OF WARREN AND CLINTON COUNTIES, ON BEHALF OF THE WARREN COUNTY SHERIFF

BE IT RESOLVED, to authorize the President of the Board to enter into Agreement for Disbursement of Grant Funds with the Mental Health Recovery Services of Warren and Clinton Counties, on behalf of the Warren County Sheriff; copy of said agreement attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a – Mental Health Recovery Services of Warren and Clinton Counties
Sheriff (file)

AGREEMENT FOR DISBURSEMENT OF GRANT FUNDS

This Agreement is by and between the Mental Health Recovery Board Serving Warren & Clinton Counties, 201 Reading Road, Mason, Ohio 45040 (hereinafter "Board) and the Warren County Board of Commissioners, on behalf of the Warren County Sheriff, 822 Memorial Drive, Lebanon, Ohio 45036 (hereafter "Provider").

Whereas, Board has been directed by OhioMHAS to disburse specified grant funds to grant Providers designated by OhioMHAS for the provision of certain services, programs and/or activities;

Whereas, the Parties wish to set forth their respective and mutual responsibilities and obligations in regard to such grant disbursement arrangement.

Now, therefore, the Parties agree as follows:

1. Responsibilities of the Provider
 - a. Provider agrees to utilize the funding described herein for the stated purposes and in accordance with all grant requirements, as set forth by OhioMHAS for the Psychotropic Drug Reimbursement Program in accordance with Am. Sub. H.B. No. 49, Am. Sub. H.B. 166, and O.R.C. 5119.19 with Guidelines and Assurances described at <https://mha.ohio.gov/Schools-and-Communities/Criminal-Justice/Psychotropic-Drug-Reimbursement-to-County-Jails> ("Grant Requirements").
 - b. Provider shall ensure expenditures of such funds comply with the allowable expenditures and costs set forth in the Grant Requirements.
 - c. Provider shall submit to OhioMHAS any reports and information specified in the Grant Requirements in accordance with the stated due dates.
 - d. Provider shall invoice Board for the total reimbursement amount via email to: invoices@mhrbwcc.org for the "Psychotropic Drug Reimbursement Program".
 - e. All funds received by Provider must be spent or encumbered by the date specified in the Grant Requirements, if any.
 - f. Provider shall be responsible for maintaining records related to the grant funding and is solely accountable to OhioMHAS for grant-related expenditures and program implementation.

2. Responsibilities of Board
 - a. Funding amounts for each reporting period will be calculated and allotted according to the Program funding formula identified by OhioMHAS. The total amount of funds to be disbursed pursuant to this Agreement shall not exceed the OhioMHAS allocation.
 - b. OhioMHAS shall notify Board of amount of payment for Provider and will process payment to Board via the Grants and Funding Management System (GFMS). BOARD will forward notification from OhioMHAS to Provider.
 - c. Provider will invoice the Board for OhioMHAS allocation amount. Upon receipt of funds from OMHAS, Board will disburse funds to Provider.
 - d. Questions regarding reimbursement eligibility, reporting, process and amounts should be directed to OhioMHAS as directed in the OhioMHAS letter referenced above.
 - e. Board responsibility and obligation in regard to grant funds and program implementation is limited to the receipt and disbursement of the OhioMHAS-awarded funds. Per OhioMHAS, the Board's role in the disbursement of funds does not meet the definition of a pass-through entity as defined in 2 CFR 200.1. OhioMHAS shall

perform any and all monitoring, reporting, fiduciary and other obligations related to oversight of the grant.

- f. Board will act at the direction of OhioMHAS in regard to the disbursement or withholding of funds.

3. Term of Agreement

The term of this Agreement will begin on July 1, 2021 and end on June 30, 2022 unless terminated earlier in accordance with the termination provisions set forth in this Agreement.

4. Information and Audits

Provider shall retain all documentation related to program implementation and funding under this Agreement.

Provider shall comply with all audit requirements related to the grant funds.

5. Relationship of the Parties

The Parties are fully autonomous and neither Party is an agent, representative, employee or partner of the other Party. This Agreement shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

6. Non-Discrimination

Provider affirms that its employees, subcontractors and any person acting on behalf of Provider and its subcontractors shall not discriminate in its employment practices, in any manner, on the basis of race, color, religion, sex, age, disability, genetic information, military status, national origin, or ancestry and shall provide a work-place free of discrimination and harassment.

7. Liabilities of the Parties

Each Party agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees and agents, in complying with the terms of this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto the other Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this Agreement shall be the responsibility of that Party as such liabilities may be determined by a Provider of law or pursuant to any other appropriate procedures.

Notwithstanding the foregoing, the Parties agree and understand that Board has no responsibilities, including but not limited to any fiduciary oversight or responsibility, in regard to the grant funding or implementation other than the receipt and disbursement of the funds as described in Section 2.

8. Applicable Law

The Parties agree to perform their respective obligations under this Agreement in accordance with all applicable federal, state and local laws and Grant Requirements.

9. Termination

This Agreement may be terminated immediately with the mutual written consent of the Parties or by either Party with 30 days advance written notice to the other Party. Disbursement of funds will terminate immediately if required by OhioMHAS.

10. Entirety of Agreement

It is acknowledged by the Parties that this Agreement, together with all parts incorporated herein by reference or attachment hereto, represents the entire agreement between the Parties and supersedes any and all previous written or oral agreements between the Parties concerning the subject matter of this Agreement.

11. Amendment

No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Parties.

12. No Third Party Beneficiaries/Assignment

Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities. Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other.

13. Severability

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

IN WITNESS WHEREOF, the Parties hereto have hereby executed this Agreement as of the dates set forth below.

Colleen Chamberlain 6/14/21
Colleen Chamberlain, Executive Director Date
Mental Health Recovery Board
Serving Warren & Clinton Counties

[Signature] 7-6-21

President Date
Warren County Board of Commissioners

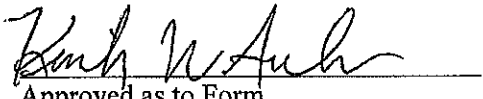
[Signature] 6-24-2021

Reviewed and Approved: Date
Larry L. Sims
Warren County Sheriff

06/10/21

APPROVED AS TO FORM

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

A handwritten signature in black ink, appearing to read "Keith W. Auh", is written over a horizontal line.

Approved as to Form
Warren County Assistant Prosecuting Attorney

Resolution

Number 21-0922

Adopted Date July 06, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO CLASSROOM TRAINING AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

BE IT RESOLVED, to approve and authorize the President of the Board to enter into Classroom Training Agreement with the following educational institution, as attached hereto and made a part hereof:

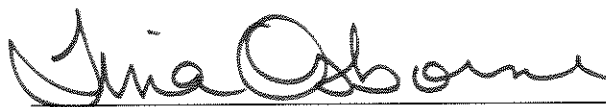
Tech Elevator
1776 Mentor Ave
Norwood, Ohio 45212

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—OhioMeansJobs
OhioMeansJobs (file)

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and Tech Elevator, 1776 Mentor Ave, Norwood, Ohio 45212, hereinafter referred to as "Contractor".

Purpose:

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

Terms of the Agreement:

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

Responsibilities of the Contractor:

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

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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

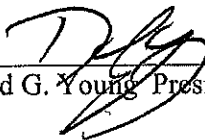
Assurances and Certifications:

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

Signature Page

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

Warren County Board of Commissioners



David G. Young President

7-6-21
Date

Contractor

DocuSigned by:


75567F339F89413
Authorized Contractor Signature


6/24/2021
Date

Anthony Hughes CEO

Typed Name of Authorized Contractor
Tech Elevator

Date

Approved as to form:



Keith Anderson, Asst. Prosecutor

6-29-2021
Date

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0923

Adopted Date July 06, 2021

APPROVE AND AUTHORIZE PRESIDENT OF THE BOARD TO ENTER INTO AGREEMENT WITH TO ENTER INTO A YOUTH WORKSITE AGREEMENT ON BEHALF OF OHIOMEANSJOBS WARREN COUNTY

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

Lebanon Electric
602 East Main St
Lebanon, Ohio 45036

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

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

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

This agreement is entered into by and between on this 30th day of June, 2021, between the Warren County Board of Commissioners on behalf of the OhioMeansJobs Warren County, 300 East Silver St, Lebanon, Ohio 45036, hereinafter referred to as OMJWC, **Lebanon Electric Supply, 602 East Main Street, 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, 2022.

WITNESSETH:

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

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

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

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

- A. OMJWC in conjunction with Southwest Ohio Council of Governments will provide youth recruitment, intake and job placement; payroll preparation and distribution; youth counseling; worksite visitation/evaluation; and other TANF Work Experience Program services for youth and technical assistance to the Worksite and youth, as required.

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

- C. Timesheets, signed by the participant and the worksite supervisor, will be on file in the OMJWC office. The following information will be available in the TANF Work Experience Program records and/or the participant's file: name and age of participant, application, employment questionnaire, job location, job title and job description. Worksite information will be included in Attachment A of the Worksite Agreement. Additional participants may be added throughout the duration of the Worksite Agreement.
- D. Youth may be required to attend TANF 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 (worksite) shall also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

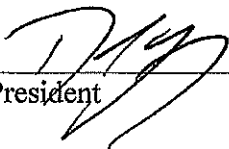
- S. This agreement may be modified upon mutual consent of both parties.
- T. **GROUNDS FOR DISCIPLINARY ACTION AND PENALTIES.** Upon enrollment, each youth will be given work rules and the disciplinary policies (Attachment C) which is included in the Youth's Participant Manual. If the Worksite has any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

Rule:	Group:

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 30th
day of June, 2021.

WARREN COUNTY BOARD OF COMMISSIONERS:


David G. Young, President

WORKSITE:


Lebanon Electric Supply
Worksite Name

M. Todd Cate
Signature/Worksite Administrator

VP.
Title of Worksite Administrator

6/30/21
Date




MEGAN M. BODNAR
Notary Public, State of Ohio
6-22-2024

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

NA
Signature of Authorized Organized Labor Representative

Date

WARREN COUNTY JFS, DIVISION OF HUMAN SERVICES


Matt Fetty OMJWC, Director

7/1/21
Date

APPROVED AS TO FORM:


Keith Anderson, Assistant Prosecuting Attorney

Attachment A

Warren Co. TANF Summer Youth Employment Program
Request Form

I. Agency Information:

Agency Name: Lebanon Electric Supply
 Address: 602 East Main St Lebanon OH 45036
 Phone: 513 241 9664 E-mail _____
 Agency Administrator: Todd Carter
 Contact Person: Todd Carter
 FEIN#: _____

II. Program Information: Work for the youth will begin at the worksite on or about 7/1/21 and continue until on or about 6/30/22. Be sure that you have enough work for the number of youth you request. Youth will work a maximum of 40 hours per week, normally 8 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?
Lebanon Electric	Todd Carter	4	14+	From: 7 To: 5	Yes <input checked="" type="radio"/> No
Middleton Electric	Todd Carter	4	14+	From: 7 To: 5	Yes <input checked="" type="radio"/> 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 Warehouse work + Stocking Shelves + Inventory Control

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.

M. Todd Cant VP
Signature of Worksite Administrator/Title

6/30/21
Date

[Signature]

6/30/21
Date

Matt Fetty, Director, OhioMeansJobs Warren County

Attachment B
Minor Labor Laws

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

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

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

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

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

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

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

Attachment C

GROUPS FOR DISCIPLINARY ACTIONS AND PENALTIES

GROUP I OFFENSES

FIRST OFFENSE- Written reprimand

SECOND OFFENSE- Written reprimand, counseling

THIRD OFFENSE – Three days suspension

FOURTH OFFENSE – Termination

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

GROUP II OFFENSES

FIRST OFFENSE – Written reprimand, counseling

SECOND OFFENSE - Three (3) day suspension WITHOUT PAY

THIRD OFFENSE- Termination

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

GROUP III OFFENSES

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

SECOND OFFENSE – Termination

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

Resolution

Number 21-0924

Adopted Date July 06, 2021

AUTHORIZE DIRECTOR OF WARREN COUNTY CHILDREN SERVICES TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF WARREN COUNTY CHILDREN SERVICES AND THE SOCIAL WORK PROGRAM OF INDIANA WESLEYAN UNIVSERITY

BE IT RESOLVED, to approve and authorize the Director of Warren County Children Services to enter into a Memorandum of Agreement on behalf of the Department of Children Services and The Social Work Program of Indiana Wesleyan University; copy of agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

cc: c/a – Indiana Wesleyan University
Children Services (file)

INDIANA WESLEYAN UNIVERSITY

MEMORANDUM OF AGREEMENT BETWEEN INDIANA WESLEYAN UNIVERSITY SOCIAL WORK PROGRAM AND FIELD PRACTICE AGENCY

This cooperative relationship between the Social Work Program of Indiana Wesleyan University and (Agency name) Women's Children Services, hereafter referred to as the Field Placement Agency, has agreed to provide supervision for entry level social work instruction for the purpose of education and training. The Field Placement Agency retains full responsibility for the care of clients, including all administrative and professional functions relating thereto. The Indiana Wesleyan University Social Work Program accepts consultation responsibility for the field practice. Furthermore, the students, Agency Field Instructor and the Director of Field Placement assume their responsibilities as a contract, as they are listed in the current Indiana Wesleyan University Manual for Field Instruction.

It is understood that the student will follow agency requirements for practicum students. The student will keep exact record of the hours worked and the agency will confirm those hours to be documented on a bi-weekly basis. The student will arrive on time, unless there is sickness or an emergency at which time the student will inform both the agency instructor and the course instructor. The agency will complete a midterm and final evaluation for the student, in consultation with the Field Director. The Agency Field Instructor will provide the student one hour of weekly supervision. If there are concerns for the agency or student, the course instructor will be notified.

The respective parties to this contract further agree to the following:

Beginning Date of Field Practice: 8/24/2021 Termination of Field Practice, 3/7/2022.

Total Clock Hours for Field Placement: 400 (graduation requirement)

Shawna Jones 6-21-21
Agency Field Instructor (Supervisor) Date

Amanda Kneice 6/25/21
Student Date

Marian Dale 6/22/21
Agency Administrator Date

Jessie Pablo 6/18/21
Director of Field Placement (Jessie Pablo) Date

Contact Information (Please print clearly):

Shawna Jones, MSW, LISW-S
Name of Agency Field Instructor, Credentials (eg, LCSW)

Susan Walther
Name of Agency Administrator

513-695-1699
Field Instructor Phone Number

shawna.m.jones@jfs.ohio.gov
Field Instructor Email Address

513-695-1546
Agency Phone Number

416 S. East St. Lebanon, OH 45036
Address of Agency

Director of Field Placement: Jessie Pablo, LSW, MSW jessie.pablo@indwes.edu 765-677-1401

APPROVED AS TO FORM

Kathryn M. Horvath
Kathryn M. Horvath
Asst. Prosecuting Attorney

Resolution

Number 21-0925

Adopted Date July 06, 2021

APPROVE CHANGE ORDER NO. 2 TO THE CONTRACT WITH PETERSON CONSTRUCTION COMPANY FOR THE FRANKLIN AREA WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT

WHEREAS, this Board, on September 8, 2020, entered into a contract with Peterson Construction Company for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project; and

WHEREAS, several field conditions, construction scheduling benefits and plan redesign have been identified; and

WHEREAS, a Change Order and Purchase Order are necessary in order to accommodate said changes; and

NOW THEREFORE IT BE RESOLVED:


1. Approve Change Order No. 2 to the contract with Peterson Construction Company, creating a new 2021 Purchase Order accommodating said Change Order No. 2 in the amount of \$701,574.00 and generating a new contract price in the amount of \$13,659,899.
2. By said Change Order, attached hereto and made part hereof, all costs and work associated with the change shall be added to the contract.
3. That the Board execute and sign Change Order No.2 of the contract with Peterson Construction Company for the Franklin Area Water Treatment Plant Membrane Softening Upgrades Project.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Water/Sewer (file)

c/a—Peterson Construction Company
Project file



Warren County
Water & Sewer Dept.

406 Justice Drive
Lebanon, Ohio 45036
Phone: (513) 695-1377
FAX (513) 695-2995

CHANGE ORDER

DATE: June 16, 2021

Change Order Number 2
Project Name: Franklin Area Water Treatment

ITEM	DESCRIPTION	ADDITIONS	DELETIONS	CONTRACT TIME IMPACT
1	<u>Kalwall Panels</u> Hardware not specified, added.	\$3,406		None
2	<u>Concrete Piers – Process Area</u> Pre-Engineered Metal Building Shop Drawing of Anchor Bolt Base Plate Updated	\$19,870		None
3	<u>Door Hardware</u> Additional Door Hardware not specified on Door Schedule	\$3,891		None
4	<u>Conduit for Card Readers/Cameras</u> Additional Conduit to private security to Shaker Road Gate	\$7,992		None
5	<u>Electrical Changes</u> Miscellaneous Electrical Changes	\$3,361		None
6	<u>Window Blinds</u> Add window blinds to the admin area	\$3,666		None
7	<u>NF Skids</u> MCS electrical changes to accomodate simultaneous loads	\$10,433		None
8	<u>Water Source Heat Pump</u> Increase breaker size from 45 amp to 60 amp	\$1,375		None
9	<u>Flooring</u> Change flooring system to resinous from solid vinyl tile and cermic tile for ease of maintenance, long term benefit	\$40,815		None
10	<u>Admin Addition</u> Add office to admin floor layout to accommodate changes in staffing	\$9,920		None

11	<u>Discharge Lines</u> Increase scope of Peterson contract to include discharge lines from plant expansion to Dixie Highway. Discharge Lines were to be bid separate and had been budgeted for. Peterson was able to add value in schedule by increasing their scope. Cost was in line with Engineer Estimate and under budget as presented in 2021 capital budget. 1,660 feet of discharge line in pavement was \$1,000,000 of \$3,250,000 budgeted.	\$592,447		None
12	<u>Door Hardware</u> Add door hardware to accomodate change in scope of security system	\$4,398		None

Sums of the ADDITIONS and DELETIONS

\$701,574

TOTALS FOR THIS CHANGE ORDER

\$701,574

Original contract price \$13,075,000

Current contract price adjusted by previous change orders \$ \$12,958,325

The Contract price due to this change order will be increased by \$701,574

The New contract price including this change order will be \$ 13,659,899

The contract time will be increased by 0 calendar days.

Acceptance of this Change Order by the contractor constitutes final settlement of all matters relating to the change in Work that is the subject of the Change Order, including but not limited to, all direct, indirect and cumulative costs and schedule impacts associated with such change and any and all adjustments to the Contract Sum or Price and the extension of the Contract completion time.

Jeff E. Fether 06/18/2021
Contractor's Signature Date
[Signature] 6/23/21
W.C. Deputy Sanitary Engineer Date

[Signature] 7-6-21
Warren County Commissioner Date
[Signature] 7-6-21
Warren County Commissioner Date
[Signature] 7-6-21
Warren County Commissioner Date

CHANGE ORDER

No. 002

PROJECT Warren County FAWTP

DATE OF ISSUANCE 04/22/21

EFFECTIVE DATE: When signed by all parties

OWNER: Warren County

OWNER's Contract No. NA

ENGINEER's Contract No 60551697

CONTRACTOR Peterson Construction Company

ENGINEER AECOM

You are directed to make the following changes in the Contract Documents:

Description:
Various changes

Reason for Change Order:
Miscellaneous Items

Attachments:
Summary and Cost Proposals

CHANGE IN CONTRACT PRICE:
Original Contract Price \$13,075,000.00
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>1</u> : <u>\$(116,675.00)</u>
Contract Price prior to this Change Order: \$ <u>12,958,325.00</u>
Net increase (decrease) of this Change Order: \$ <u>701,574.00</u>
Contract Price with all approved Change Orders: \$ <u>13,659,899.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>548</u> days Ready for final payment: <u>608</u> days <small>(days or dates)</small>
Net change from previous Change Orders No. <u>0</u> to <u>1</u> : Substantial Completion: <u>0</u> days Ready for final payment: <u>0</u> days <small>(days)</small>
Contract Times prior to this Change Order: Substantial Completion: <u>548</u> days Ready for final payment: <u>608</u> days <small>(days or dates)</small>
Net increase (decrease) this Change Order: Substantial Completion: <u>0</u> days Ready for final payment: <u>0</u> days <small>(days)</small>
Contract Times with all approved Change Orders: Substantial Completion: <u>548</u> days Ready for final payment: <u>608</u> days <small>(days or dates)</small>

RECOMMENDED:

By: BB
Engineer - AECOM

APPROVED:

By: _____
Owner - Warren County

ACCEPTED:

By: _____
Contractor - Peterson Construction Company

Date: 04/23/21

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

CHANGE ORDER TWO SUMMARY

OWNER: Warren County
 PROJECT NO.: 60551697
 PROJECT: FAWTP
 CONTRACTOR: Peterson Construction
 DATE: 04/23/21

C.O. #	Item	AECOM Ref.	Contractor Ref.	Item Description	Amount	Days	Current Contract Amount
							\$12,958,325.00
2	1	RFI 010	12	Hardware for doors in Kalwall panels	\$3,406.00	0	
2	2	SUBmittal	13	Increase in pier sizes for PEMB building	\$19,870.00	0	
2	3	RFI 005	14	Changes to door hardware per RFI 05	\$3,891.00	0	
2	4		15	Additional conduit and wire for Shaker Road gate	\$7,992.00	0	
2	5		16	Misc electrical changes	\$3,361.00	0	
2	6		17	Provide window blinds for Admin area	\$3,666.00	0	
2	7	Submittal	18	Wigen electrical changes	\$10,433.00	0	
2	8	RFI 024	19	WSHP Breaker Panel upsize	\$1,375.00	0	
2	9	RFP 002	20	Resinous Flooring	\$40,815.00	0	
2	10	FO 003	21	Administration Building Office addition	\$9,920.00	0	
2	11		22	Concentrate forcemain to Dixie Highway	\$592,447.00	0	
2	12	Submittal	23 rev	Door F-101 hardware change to accommodate security system	\$4,398.00	0	
2				TOTAL	\$701,574.00	0	\$13,659,899.00

Resolution

Number 21-0926

Adopted Date July 06, 2021

AUTHORIZE ACCEPTANCE OF RENEWAL QUOTE FROM BUSINESS
COMMUNICATIONS SPECIALISTS ON BEHALF OF WARREN COUNTY
TELECOMMUNICATIONS FOR SUPPORT RENEWAL FOR EXTREME EQUIPMENT

WHEREAS, Business Communication Specialists will provide support for Extreme Equipment for Warren County Telecommunication, as indicated on the attached quote for purchase; and


NOW THEREFORE BE IT RESOLVED, to accept quote from Business Communications Specialist on behalf of Warren County Telecommunications for renewal of Support for Extreme Equipment; as attached hereto and a part hereof.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: c/a- Business Communication Specialists
Telecom (file)



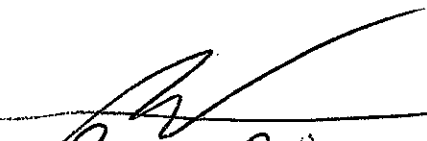
QUOTE


162 Main Street Wadsworth, OH 44281
 Phone: 330.335.7276 Fax: 330.335.7275
 www.bcsip.com

Number AAAQ15691
 Date Jun 21, 2021

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

Qty	Description	Unit Price	Ext. Price
1	1-Year Support Renewal for Extreme Equipment (See attached for details) *July 21, 2021 - July 20, 2022	\$3,635.85	\$3,635.85

*  6/25/2021
 Bryon Palitto

APPROVED AS TO FORM

 Adam M. Nice
 Asst. Prosecuting Attorney


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

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

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: David G. Young Date: 7-6-21

Signature: * 

SubTotal	\$3,635.85
Tax	\$0.00
Shipping	\$0.00
Total	\$3,635.85

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

Product	Serial Number
X440-G2-48p-10GE4	1626N-41146
X440-G2-48p-10GE4	1626N-41166
X440-G2-48p-10GE4	1626N-41170
X620-16x-Base	1602N-40080
X440-G2-48p-10GE4	1626N-41117
X620 Edge to Adv Edge License	0713-16B1-C2J9-I8B1-E4C2
X620-16x-Base	1602N-40096
X620 Edge to Adv Edge License	0713-16I8-D3E4-E4H7-G6E4
X440-G2-48p-10GE4	1626N-41201
X440-G2-48p-10GE4	1626N-41207
X440-G2-48p-10GE4	1626N-41264
X440-G2-48p-10GE4	1626N-41276
X440-G2-48p-10GE4	1626N-41277
X440-G2-48p-10GE4	1626N-41284



**BUSINESS
COMMUNICATION
SPECIALISTS**

162 Main Street
Wadsworth, OH 44281
Phone: 330.335.7276 Fax: 330.335.7275
www.businesscommunicationspecialists.com

Warren County Standard Terms and Conditions

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

Payment Terms

- 1) **Hardware and Software:** 100% of ShoreTel and Extreme hardware and software costs will be paid after delivery of the same (approximately 7 days after receipt of valid invoice).
- 2) **Maintenance, Installation, etc.:** 100% due upon project completion.

Rescheduling Fee

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

Warranty & Additional Notes

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

Technical Support

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

License Agreement

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

Limit of Remedy:

BCS's entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, the jurisdiction for this event will be in the County of Warren, Ohio.

Resolution

Number 21-0927

Adopted Date July 06, 2021

APPROVE AMENDMENT #4 TO THE AGREEMENT WITH INMATE CALLING SOLUTIONS, LLC FOR INMATE CALLING SERVICES WITHIN THE WARREN COUNTY JAIL ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

NOW THEREFORE BE IT RESOLVED, to approve amendment #4 to the agreement with Inmate Calling Solutions, LLC for Inmate Calling Services within the Warren County Jail, on behalf of Warren County Telecommunications. as attached hereto and a part hereof;

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Inmate Calling Solutions, LLC
Telecom (file)

**AMENDMENT NO. 4 to the
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 4 to the Inmate Telephone Services Agreement dated February 24th, 2004, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Warren County, OH**. Whereas, the parties agree as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. The Term of the Agreement is hereby extended to be through July 1, 2026. Thereafter, the Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal.
3. The Equipment, as more fully described on Exhibit B to the Agreement, is hereby amended to add the following:
 - Add 68 new inmate telephones to be installed at County's new Service Location
 - Adtrans and UPS backup also at County's new Service Location
 - 1 x additional cart phone
 - Argus Voice Biometrics
 - The Communicator™
 - Word Detector™
4. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives on the dates set forth below, to be effective as of the full execution hereof.

Inmate Calling Solutions, LLC



(Signature)

Mike Kennedy

(Printed Name)

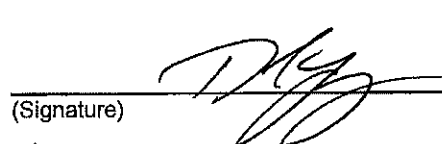
Vice President Sales & Marketing

(Title)

6/25/2021

(Date)

Warren County Commissioners



(Signature)

David G. Young

(Printed Name)

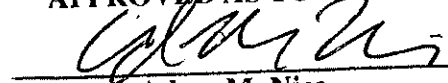
President

(Title)

7-6-21

(Date)

APPROVED AS TO FORM



Adam M. Nice
Asst. Prosecuting Attorney

Resolution

Number 21-0928

Adopted Date July 06, 2021

APPROVE MASTER MONITORING AGREEMENT WITH FLASH TECHNOLOGY ON
BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Flash Technologies, LLC will be requested services set forth in Attachment B to Warren County Telecommunication as indicated on the attached quote for purchase; and

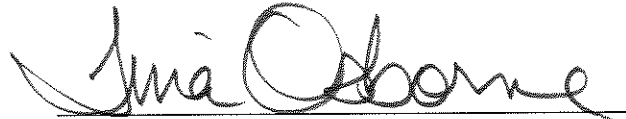
NOW THEREFORE BE IT RESOLVED, to approve Master Monitoring Agreement with Flash Technology for Monitoring and Call Center Services; as attached hereto and a part hereof;

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a—Flash Technology
Telecom (file)

Master Monitoring Agreement

Customer: _____
 Address 1: _____
 Address 2: _____
 Phone: _____
 Email: _____
 Contact Name: _____

For internal use only	
Contract # _____	Customer # _____

This Master Monitoring Agreement between Flash Technology, LLC ("Flash") and Warren County ("Customer") establishes the terms and conditions governing Flash's provision of monitoring services through the Flash NOC ("NOC").

1. APPLICABILITY.

This Master Monitoring Agreement contains general provisions that apply to all Flash wireless and wired monitoring and call center solutions being purchased by Customer. "Agreement" refers to this Master Monitoring Agreement, its attachments, and other documents incorporated by reference. Customer's purchase of any other Flash Product or Service is governed by the related product or service-specific terms and conditions.

2. TERM.

The Agreement is for an initial term beginning on the Effective Date and continuing for a period of (please check one):

Monthly 1 Year 3 Years

At the end of this initial term, the Agreement will automatically renew for successive thirty (30) day terms unless either party gives the other party notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. For those contracts under automatic renewal, Flash reserves the right to increase the service rates by the same percentage as the most recently announced CPI-U as published by the U.S. Bureau of Labor Statistics once per calendar year.

3. SERVICES.

The Flash NOC will provide the requested services set forth in Attachment B (the "Services") to Customer subject to the Terms and Conditions as outlined in the Master Monitoring Agreement.

4. CHARGES.

A. Rates and Services Term.

During the term of this contract, Customer will pay Flash the monthly rates for a particular Service as set forth in the chart below.

Service	Term		
	Monthly	1 Year	3 Years
Cellular	\$50	\$45	\$40
Satellite	\$60	\$60	\$60
Call Center Only	\$5	\$4	\$3

These services will be billed (please check one): Monthly Annually

For monthly billing, invoices shall be sent monthly on the 20th of each month for the current month's service. The site count for billing is calculated by counting the number of active units on the 15th of the billing month. For annual

billing, the first year will be invoiced immediately for amount due for the remainder of the current year and then will be billed in January of the following year for that year's services. Unless otherwise specified in the Agreement, a unit is considered active as of:

1. The 30 days from the date of shipment of a wireless monitoring product, or
2. The date of site installation of a wired (Ethernet) monitoring product.

B. Cancellation.

Without prejudice to its other rights, either party may immediately terminate this Agreement and suspend the performance of its obligations by giving notice to the other party if such other party breaches this Agreement and fails to remedy the breach within 15 business days of a request by the non-breaching party. Customer may cancel this Agreement prior to the expiration of the Term in the absence of a breach upon payment of twenty (20) percent of the monthly price for Services multiplied by the number of units covered and the unexpired term of this Agreement expressed in months.

C. Customer Purchase Orders.

The terms and conditions in any Customer-issued purchase order accepted by Flash will have no force or effect other than to denote quantity and the Product or Service requested. Flash's failure to object to provisions in any PO or other Customer documentation shall not be construed as a waiver by Flash of these terms or the acceptance of any such proposed terms.

5. PAYMENT TERMS.

5.1 Payment Date.

Payment is due 30 days from the applicable invoice date. Customer must pay all undisputed amounts by the due date. In the event Customer (a) fails to pay any amount when due, (b) fails to comply with any of the Terms and Conditions hereof, or (c) makes an assignment for the benefit of creditors or becomes subject to a bankruptcy or other insolvency proceeding or becomes subject to a receiver or trustee or takes any action toward a dissolution, in addition to any other remedies provided by law, if Customer fails to cure the same within 30 days after its receipt of notice thereof, Flash may terminate all services and declare immediately due and payable all monies to be paid by the Customer during the Term of this Agreement, at which point the Customer shall be obligated to pay such monies to Flash. ~~The Customer shall be liable for reasonable attorney fees, court costs, and reasonable direct damages and expenses incurred by Flash on account of such default.~~ Except where prohibited by applicable state law or regulation, if Customer fails to cure any of the above breaches in accordance with the provisions of this Section 5.1., Flash may suspend or terminate the Services. Customer may not offset disputed amounts from one invoice against payments due on another account not governed by this Agreement.

5.2 Interest Charges.

In the event that the Customer fails to make a payment when due, Flash shall be entitled to recover interest on the overdue payment at the rate of 1 1/2 % per month or the highest rate allowable by law, whichever is less, in addition to any other rights or remedies Flash may have.

6. WARRANTIES.

Flash warrants that the services contracted for under this Agreement shall be provided in a manner consistent with prevailing industry standards. **FLASH SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER STATUTORY WARRANTY.**

Flash's warranty does not cover loss of functionality resulting from changes in a carrier's backhaul technology or coverage, including but not limited to (i) upgrades or other changes in transmission protocols, (ii) changes in geographical patterns of coverage, (iii) modification or abandonment of its coverage, or (iv) any other failure to perform resulting from changes in backhaul service. "Carrier," for these purposes, includes any provider of

backhaul transmission to or from the monitoring device, including wireless, satellite, and Ethernet providers.

7. LIMITATION OF LIABILITY.

Under no circumstances shall either party be liable to the other party or any other person for collateral, special, incidental, consequential, punitive or exemplary damages of any nature including, without limitation, damages for personal injury or damages to real or personal property, loss of property or revenue, cost of capital, cost of purchased or replaced goods, or other economic loss however occasioned, and whether alleged as caused by non-performance of obligations under this Agreement or breach of warranty, negligence, (active, passive, joint, several or otherwise), strict liability, tort, or otherwise by a party, its officers, employees, agents, subcontractors, suppliers or representatives. Further, in no event shall Flash be liable for any amount in excess of the annual price of the selected services payable under this Agreement during the year in which Flash's liability is alleged. This provision shall survive termination of this Agreement.

8. EQUIPMENT AND SOFTWARE NOT PROVIDED BY FLASH.

Customer is responsible for any items connected to the network that are not provided by Flash, (including, but not limited to, equipment and software), that impair Service quality. Upon notice from Flash of such impairment, Customer will promptly cure the problem. Customer will continue to pay Flash for Services during such impairment or related suspension. If the impairment interferes with the use of Flash's network by Flash or third parties, Flash, in its reasonable discretion and with reasonable advance notice to Customer, may suspend or disconnect the affected Services.

9. WIRELESS SERVICE INTERRUPTIONS

Wireless Service uses radio technologies that are subject to transmission and service area limitations, interruptions and dropped calls, caused by atmospheric, topographical, or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance, or modifications, or other conditions or activities affecting Wireless Service operation. Due to these circumstances, Flash cannot guarantee the performance of wireless networks.

10. PROPRIETARY INFORMATION.

Flash retains title to and ownership of all drawings, technical data, and other information and documents that relate to the Services provided to Customer and any intellectual property rights embodied therein. Unless advised by Flash in writing to the contrary, all such information and documents disclosed or delivered by Flash to Customer are to be deemed proprietary to Flash and shall be used by Customer solely for the purposes of this Agreement.

Customer retains title to and ownership of all drawings, technical data and other information and documents provided to Flash that relate to the Customer's towers and customers, as well as any intellectual property rights embodied therein. Unless advised to the contrary in writing by Customer, all such information and documents disclosed or delivered to Flash are deemed proprietary to Customer and shall be used by Flash solely for the purposes of this Agreement.

11. FORCE MAJEURE.

Neither party shall be liable for delay in performance or failure to perform any of its obligations, if the delay or failure results directly or indirectly from Force Majeure. "Force Majeure" means any law, order, regulation, direction, request, action or failure to act of a party or of any government having jurisdiction over that party, its subcontractors and/or its suppliers, or of any department, agency or corporation of one or more of such governments; failure or delay of transportation; suspension or cancellation of any required license; insurrection; riots, national emergencies; war; acts of public enemies, strikes or other labor difficulties; fires, floods, earthquakes, lightning or other catastrophes; acts of God; or any cause of like or different kind beyond the control of such party.

12. INDEMNIFICATIONS.

12.1. Customer Indemnification.

~~Customer shall indemnify and hold Flash, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (a) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (b) a claim, which if true, would constitute a violation by Customer of its representations and warranties; or (c) a claim arising from the breach by Customer or Customer's Users of this Agreement, provided in any such case that Flash (i) gives written notice of the claim promptly to Customer; (ii) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases Flash of all liability and such settlement does not affect Flash's business or Service); (iii) provides to Customer all available information and assistance; and (iv) has not compromised or settled such claim. The foregoing indemnification obligations shall not apply to the extent any loss or claim results from the negligent acts or omissions of Flash, or from a material breach of this Agreement by Flash.~~

12.2. Flash Indemnification.

Flash shall indemnify and hold Customer and Customer's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (a) a claim alleging that the Service directly infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; (b) a claim, which if true, would constitute a violation by Flash of its representations or warranties; or (c) a claim arising from breach of this Agreement by Flash; provided that Customer (i) promptly give written notice of the claim to Flash; (ii) give Flash sole control of the defense and settlement of the claim (provided that Flash may not settle or defend any claim unless it unconditionally releases you of all liability); (iii) provide to Flash all available information and assistance; and (iv) have not compromised or settled such claim. The foregoing indemnification obligations shall not apply to the extent any loss or claim results from the negligent acts or omissions of Customer, or from a material breach of this Agreement by Customer.

12.3. Exceptions.

~~Flash shall have no indemnification obligation, and Customer shall indemnify Flash pursuant to this Agreement, for claims arising from (a) modifications to the Services made by Customer or its agent if Services without such modifications would not infringe on such third party's rights or (b) any infringement arising from the combination of the Service with any of Customer's products, services, hardware or business processes.~~

13. MISCELLANEOUS.

13.1 Notice.

Notices shall be mailed, certified or registered mail, or sent by overnight courier service, or facsimile to Customer at the address given above with a copy to Customer's General Counsel at such address and to Flash, Attention Director of NOC Operations, 332 Nichol Mill Lane, Franklin, TN 37067, facsimile: 615-261-2600. Notice shall be effective from date of receipt by addressee.

13.2 Entire Agreement.

This Agreement, including all the Exhibits hereto, contains the entire understanding of the parties with respect to the subject matter addressed herein and cancels and supersedes any other prior understandings or agreements.

13.3 Amendments.

No modification or amendment to this Agreement shall be valid or binding unless set forth in a writing and executed by both parties hereto.

13.4 Assignments.

Neither party shall assign this Agreement, or any rights thereunder, without the prior written consent of the other party.

13.5 Governing Law.

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of ~~Tennessee~~ OHIO.

13.6 Severability.

In the event that any provision or part thereof of this Agreement is or becomes invalid or illegal in whole or in part, such provision shall be deemed amended so as to, as nearly as possible, be consistent with the intent expressed in the Agreement. If this is impossible, such provision or part thereof shall be deemed to be deleted, but shall not in any way invalidate any of the remaining provisions or parts of this Agreement.

13.7 Waiver.

Neither party shall be deemed to have waived any term or condition of this Agreement or to have assented to any exception to or modification of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of that party. A party's failure at any time to require strict performance by the other party of any provision in this Agreement shall not waive or diminish that party's right thereafter to demand strict performance therewith or with any other provision. Waiver of any default shall not waive any other default.

13.8 Survival of Terms

The following sections of the Master Agreement will survive the termination of this Master Agreement: Sections 4 (Charges), 6 (Warranties), 9 (Proprietary Information), 11 (Indemnifications), 12.1 (Notices), 12.5 (Governing Law), and 12.8 (Survival of Terms),

14. CUSTOMER ACKNOWLEDGEMENTS

14.1 Site Monitoring Detail

The Customer must complete and include the Site Monitoring Detail for each of the Covered Service Locations. The Flash Technology NOC will not be responsible for monitoring a site until the Site Monitoring Detail has been provided. Once the NOC receives a Site Monitoring Detail form and the equipment is installed by the customer and tested by the NOC, Flash will email a Notice of Monitoring confirmation. **** Customer assumes ALL monitoring responsibility until receipt of Notice of Monitoring confirmation is received **.**

14.2 Wireless site requirement

For wireless monitoring solutions, customer is required to contact Flash to verify service options for that site prior to installation. The NOC cannot confirm network status at any site until the unit has been installed in its final location and tested with the NOC. Some sites may require additional equipment to provide adequate signal for monitoring.

14.3 Malfunctioning equipment

The customer is responsible for any site sending excessive alarms due to malfunctioning customer equipment. In such event, the NOC may, without prior notice, disable alarm points to prevent network degradation and will notify the customer of these changes as quickly as possible. Customer will be liable for overage charges related to wireless communications related to malfunctioning Customer equipment.

14.4 Accuracy of Data

Customer is solely responsible for the accuracy of all data. All changes must be emailed to flashnoc@spx.com or faxed to 615-261-2600. Additional administrative fees may apply to data changes and updates.

14.5 Equipment Moves

Customer must contact the NOC in advance of any plans to move the monitoring equipment to another site. Additional fees may apply to data changes and updates.

14.6 Lighting Inspections

Each site that is required to be lit by the FAA also requires an inspection of the lighting system on a regular basis (90 days normally, 365 days with QLI waiver). The Customer is responsible for contacting the NOC to get site QLI information recorded. Historical information is available to customer via the customer NOC Portal or by sending an email to the NOC.

14.7 Changes in Notification

The Customer agrees to provide the NOC with written notice of any changes to the Alarm contact information provided in the Site Monitoring Detail form.

14.8 Site Decommissioning

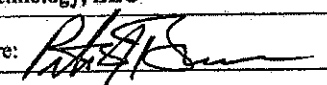
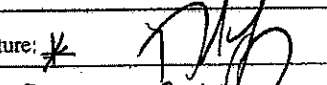
In the case of decommissioning a site, the site is not considered decommissioned until the customer has received a "Decommissioned Confirmation" email or fax from the NOC.

14.9 Dry Contact Monitoring


When monitoring equipment via dry contacts, the NOC can only report alarms as provided by the existing equipment. The NOC is not responsible for the existing equipment's ability to report an alarm. Monitoring site equipment other than the lighting hardware may require additional charges.

Flash also suggests that all tower lighting only be monitored via Normally-Closed dry contacts only. Due to their design, Flash cannot guarantee proper monitoring of any Normally-Open dry contacts, as any break in the wiring would result in the inability of the monitoring unit to detect a reported failure. Normally-Open contacts should only be used as a secondary monitoring solution or on non-critical equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Flash Technology, LLC	Customer:
Signature: 	Signature: 
Name: PETER J. BRUCE	Name: David G. Young
Title: VP	Title: President
Date: 17-June, 2021	Date: 7/16/21

APPROVED AS TO FORM



Adam M. Nice

ting Attorney

Init. _____

**Attachment A
Customer Contact Information**

*required fields **BILLING INFORMATION**

Attention To					
AP Contact Name					
Address Line 1					
Address Line 2					
City*		State*		Zip*	
Phone Number*			Email*		
Invoice Delivery Method	Email	<input type="checkbox"/>	Mail	<input type="checkbox"/>	

CONTACT INFORMATION

The Monitoring Contact will receive email notifications and be called if there is an emergency at the site.

Monitoring Contact Name			
Title			
Company		Region	
Phone Number		Mobile Number	
Fax			
Email Address			

The Primary Contact will be contacted if there are compliance questions or as escalation for the Monitoring contact.

Monitoring Contact Name			
Title			
Company		Region	
Phone Number		Mobile Number	
Fax			
Email Address			

**** PLEASE NOTE: Flash does not assume responsibility for monitoring of any site until you have Received the "Notice of Monitoring" email for that site. ****

ATTACHMENT B

Monitoring and Call Center Services for Tower Lighting

Monitoring Service

1. Daily Equipment Verification

- a. All sites are automatically communicated with every 24 hours.
- b. If connection isn't established the site is contacted manually by a NOC Customer Service Representative using various modems/protocols in an attempt to eliminate the "no comm" status.
- c. If connection can't be established, appropriate trouble tickets are opened and NOTAM is issued if necessary. [NOTE: FAA acceptability of NOTAM filing for failed monitor communication is uncertain. If Customer chooses to designate a tower watcher for the NOC to contact in these situations, Customer must make this election on the Special Instructions page, and provide the tower watcher's contact information to the NOC.]

2. 24x7x365 Monitoring of Incoming Alarms with escalation as needed

- a. Monitoring Technicians review alarms received by our network within 30 minutes.
- b. Diagnostics on equipment are performed if applicable.
- c. If required, FAA FSS (Flight Service Station) is contacted and NOTAM may be issued.
- d. Appropriate trouble tickets are opened.
- e. Ticket notifications are emailed and escalated per client instructions.

3. Automatic Extension of NOTAMs

- a. The system automatically prompts the NOC Monitoring Technicians 24 hours before a NOTAM expires.
- b. The site is tested to determine if the problem still exists.
- c. If the problem still exists, the NOTAM is extended and customer is notified.

4. Automatic Closing of Trouble Tickets

- a. All power failure related tickets are reviewed daily and closed after power has been restored for a minimum of 12 hours - times may vary depending on site weather.
- b. All Communications failure tickets are reviewed daily and closed after communications has been restored for a minimum of 24 hours for wireless systems.
- c. All lighting related tickets will be closed once repairs have been made or issue has been clear of alarms for a minimum of 72 hours.

5. Closing tickets after repairs

- a. System operation is joint tested with the on-site technician.
- b. Notes are made in Ticketing System to include.
 - i. Technician's name and company.
 - ii. Parts replaced.
 - iii. Services performed.
- c. Lighting Inspection (QLI / ALI) is performed if appropriate.
- d. NOTAM is closed, if applicable.

6. Regulatory Documentation - FCC/FAA required documentation for each site is maintained and archived for 3 years. This includes any tickets that were created for that site and Lighting Inspections that were called in by the Customer.

ATTACHMENT B (continued)

7. **Data Auditing** – Existing site data is periodically compared to the FCC database to check for discrepancies. If an error is found, Customer is notified of the issue to verify correction is necessary. It is the customer's responsibility to verify information and to request changes to the database in writing.
8. **Asset and Trouble Ticket Management Portal** - Access to site & ticketing information is available via web portal with log-in required access. This includes the ability to view asset maps, report asset inventory (based on information provided to NOC), report Lighting Inspection history and display required visit dates, review asset note history, add ticket notes to a site, and open or close non-compliance tickets.
9. **Archive Retrieval**- Reasonable Customer requests for archived data will be accommodated. For any Customer whose monitoring agreement with the NOC has terminated, archive search time will be billed at the NOC's standard billing rate.

Call Center Services

1. Toll-Free, 24 hours a day, 365 days a year Call Center number.
2. All calls are routed to via Automatic Call Distribution system to the first available qualified customer service representative for quick response.
3. All calls are recorded for quality and compliance purposes and can be provided as needed.
4. Asset and Trouble Ticket Management Portal use for non-lit assets is provided as described above.
5. Ticket notes from calls are emailed by our trouble ticketing system, with additional escalation procedures followed as requested.*

* Additional escalation procedures may require additional fees depending on circumstances

NOTE: For more than one site, please make additional copies of this page and include them with the contract.

SITE INFORMATION

* required fields | ** required if FCC/ASR # not available

Company Name	*			
Site Name	*			
FCC/ASR	*			
FAA Study Number (ASN)	**			
Company Site ID				
Company Region		Company Area		
Site Primary Contact Name	*	Phone:	Email	
		Latitude	**	
		Longitude	**	
Overall Structure Height Above Ground (in feet)	**			
Overall Height above ground w/o Appurtenances	**			
Elevation of Site Above Mean Sea Level (in feet)	**			
Overall Structure Height Above Mean Sea Level	**			
Tower Type (Guyed, Monopole, Self-Support, etc.)				
FCC Registered "Avian Friendly" (no markers on A2/E2)	**	<input type="checkbox"/>	YES	<input type="checkbox"/>

Site Address			
City	State	Zip Code	
County	Gate Combo	Shelter Combo	

OTHER EQUIPMENT TO BE MONITORED AT THIS LOCATION:

<input type="checkbox"/> Generator	<input type="checkbox"/> Temperature	<input type="checkbox"/> HVAC	<input type="checkbox"/> Security System
<input type="checkbox"/> Fire/Smoke Detectors	<input type="checkbox"/> Power	<input type="checkbox"/> Door	<input type="checkbox"/> Other

OTHER SERVICES:

<input type="checkbox"/> VIP - Vanguard Inclusive Program
<input type="checkbox"/> TLC - Tower Lighting Compliance
<input type="checkbox"/> AOS - Authorization of Service (Repair quote is sent when NOTAM opens on a site)

COMMENTS:



332 Nichol Mill Lane
 Franklin, TN 37067
 Phone: 615-503-2000
 Fax: 615-261-2600
 Internet: <http://flashtechnology.com>

FLASH TECHNOLOGY

Quotation

Customer:
 WARREN COUNTY TELECOMMUNICATIONS
 500 JUSTICE DRIVE
 LEBANON OH 45038
 USA

Information

Quote Number	2087464
Quote Date	04/28/2021
Customer No.	123441
Currency	USD
Validity Start Date	04/28/2021
Validity End Date	06/30/2021

Ship To Party:
 WARREN COUNTY TELECOMMUNICATIONS
 500 JUSTICE DRIVE
 LEBANON OH 45038
 USA

Header Information

Terms of payment: Net due in 30 days
 ** PAYMENT TERMS ARE SUBJECT TO CHANGE PENDING CREDIT APPROVAL **

Incoterms: PPA FOB ORIGIN

ATTN: GARY HARDWICK
 PHONE: (513) 314-8399
 EMAIL: Gary.Hardwick@wcoh.net

PROJECT: WARREN COUNTY MONITORING UNITS

QUOTED:

- (2) FTW 175-3 VERIZON
- (3) FTM 190-3 VERIZON

EQUIPMENT LEAD TIME IS 10 BUSINESSESS DAYS

QUOTE DOES NOT INCLUDE FREIGHT

APPLICABLE TAXES ARE BASED ON SHIP TO ADDRESS

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
10	F1905286/ FTW 175-3 VERIZON WIRELESS UNIT	2 EA	1,280.00	2,560.00
20	F1401817/ FTM 190-3 MONITORING UNIT VERIZON	3 EA	1,760.00	5,280.00
Items total:				7,840.00
Total Tax				
Final amount:				7,840.00



332 Nichol Mill Lane
 Franklin, TN 37067
 Phone: 615-503-2000
 Fax: 615-261-2600
 Internet: <http://flashtechnology.com>

FLASH TECHNOLOGY

Quotation


Quote Number 2087464

Quote Date 04/28/2021

Customer No. 123441

ACCEPTANCE:

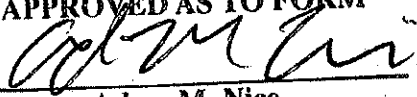
By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Flash Technology Terms and Conditions of Sale (Rev U(05.03.17)(Flash), the "Flash Terms") attached hereto and/or incorporated by reference herein, and authorizes Flash to proceed with the procurement and fabrication of this equipment. Acceptance and performance of any order is conditioned upon your acceptance of the Flash Terms and your agreement to be bound by and comply with them. Failure on the part of Flash to object to provisions contained in any Purchase Order or other document from you shall not constitute a waiver by Flash of the Flash Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Flash, and are expressly rejected.

Signature  Date 7-6-21

Requested Ship Date: _____

This requested ship date is subject to review by Flash Technology. If Flash Technology cannot meet the requested ship date, you will be contacted to work out a mutually acceptable shipment date. Flash Technology requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.

APPROVED AS TO FORM


 Adam M. Nice
 Asst. Prosecuting Attorney

Resolution

Number 21-0929

Adopted Date July 06, 2021

APPROVE EMERGENCY INSTALLATION AND TOWER LIGHT FOR WASHINGTON
TOWNSHIP TOWER SITE

WHEREAS, the Washington Township Tower light was struck by lightning, causing the light to go out, and needs to be replaced as indicated on the attached quote for purchase; and

WHEREAS, Flash Technology will replace and install new tower light at Washington Township Tower site; and

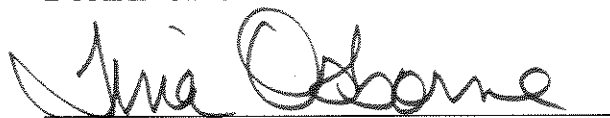
NOW THEREFORE BE IT RESOLVED, to approve Purchase Quote with Flash Technology in the amount of \$11,738.50 for replacement of damaged tower light; as attached hereto and a part hereof

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: c/a- Flash Technology
Telecom (file)



332 Nichol Mill Lane
 Franklin, TN 37067
 Phone: 615-503-2000
 Fax: 615-261-2600
 Internet: <http://flashtechnology.com>

FLASH TECHNOLOGY

Quotation

Customer:
 WARREN COUNTY TELECOMMUNICATIONS
 500 JUSTICE DRIVE
 LEBANON OH 45036
 USA

Information

Quote Number	2088537
Quote Date	06/22/2021
Customer No.	123441
Currency	USD
Validity Start Date	06/22/2021
Validity End Date	08/30/2021

Ship-To-Party:
 WARREN COUNTY TELECOMMUNICATIONS
 500 JUSTICE DRIVE
 LEBANON OH 45036
 USA

Header Information

Terms of payment: Net due in 30 days
 ** PAYMENT TERMS ARE SUBJECT TO CHANGE PENDING CREDIT APPROVAL **
 Incoterms: PPA FOB ORIGIN
 ATTN: GARY HARDWICK
 PHONE: (513) 314-8399
 EMAIL: gary.hardwick@wcoh.net

PROJECT: ASR 1241069 200' SST WARREN COUNTY, OH

QUOTED: E1 AVIAN DUAL L864/L865 MEDIUM INTENSITY LED SYSTEM
 - DRY CONTACT
 - IR
 - 300' FLASH HEAD CABLE FOR TOP LEVEL FLASH HEAD
 - 3 MARKER LIGHTS
 - INSTALLATION
 - FLASH HEAD MOUNTING BRACKETS NOT INCLUDED WITH QUOTE

EQUIPMENT LEADTIME IS 10 BUSINESS DAYS

QUOTE DOES NOT INCLUDE FREIGHT
 APPLICABLE TAXES ARE BASED ON THE ACTUAL SHIP TO ADDRESS

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
10	F1402010/ E1 FTS 370d LED IR With the following configuration Material Number: F1402010 Customer Number 1: 0000123441 Input Power Requirement: 120-240AC VOLTAGE Enclosure type for SC and mkr: White Aluminum Enclosure TECK 90 CABLE: NO System Cable Length Line 1: F4210000300 Flash Regulation Requirement: FAA Avian Compliant: NO	1 EA	6,687.50	6,687.50

Item 10 on next page



332 Nichol Mill Lane
 Franklin, TN 37067
 Phone: 615-503-2000
 Fax: 615-261-2600
 Internet: <http://flashtechnology.com>

FLASH TECHNOLOGY

Quotation

Quote Number 2088537

Quote Date 06/22/2021

Customer No. 123441

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
	Red Night Flashes Per Minute: 20 Flashes Per Minute Infrared Lighting: YES IR Markers Per Tier: 3 Markers Tower Type: Vanguard Marker Self-Support Markers-Flashing or Steady: Steady Burn Markers SMART: None Modem: No Modem Wifi: None System Controller Switch: None Battery Option: No battery E1 Electric Tape: Electric Tape E1 Filament Tape: Filament Tape Photo Diode Length Selection: PHOTODIODE W/20' PIGTAIL SHLD Shelf Mounting Kit: No Shelf Mounting Kit Special Instructions: FW 3.7.2			
20	F1370110/ SC 370d DUAL LED 120-240VAC, 50/60HZ	1 EA		
	With the following configuration Enclosure type for SC and mkr: White Aluminum Enclosure Avian Compliant: NO Infrared Lighting: YES Red Night Flashes Per Minute: 20 Flashes Per Minute SMART: None Modem: No Modem Wifi: None System Controller Switch: None Battery Option: No battery Catenary Flash: Disabled Controller Position: Primary Controller Number of Markers for Tier 2: 0 Special Instructions: FW 3.7.2			
30	F1370151/ FH 370x IR LED	1 EA		
40	F4210000300/ CABLE TC RATED 10AWG/2C, 300FT	1 EA		
50	F1901130/ MARKER KIT 3-MKR 372 DC L810 FAA	1 EA		
60	F1137001/ MKR 370 HARDWARE KIT SELF SUPT DC VANGRD	1 EA		
70	F1903911/ MKR 37X MARKER INTERFACE ENCLOSURE PAINT	1 EA		
80	F5991777/ HARDWARE MOUNTING ASSY .5X2.5 BOLT NUT	1 EA		
90	F1855516/ PHD 516 PHOTODIODE W/20' PIGTAIL SHLD	1 EA		
100	F5900905/ TAPE ELECTRIC 2"	6 EA		

Item 110 on next page



332 Nichol Mill Lane
 Franklin, TN 37067
 Phone: 615-503-2000
 Fax: 615-261-2600
 Internet: <http://flashtechnology.com>

FLASH TECHNOLOGY

Quotation

Quote Number 2088537

Quote Date 06/22/2021

Customer No. 123441

Item	Material Number / Cat. Num / Description	Quantity	Unit Price	Amount
110	F5900906/ TAPE FILAMENT 1"	3 EA		
120	F7913702/ MANUAL FTS 370d, 370w	1 EA		
130	11000011868/ SERVICE - E1 INSTALLATION	1 EA	5,051.00	5,051.00
Items total:				11,738.50
Total Tax				
Final amount:				11,738.50

ACCEPTANCE:

By execution below, or by sending a Purchase Order referencing this proposal, the undersigned accepts this proposal to furnish equipment and services on this schedule subject to the Flash Technology Terms and Conditions of Sale (Rev U(05.03.17)(Flash), the "Flash Terms") attached hereto and/or incorporated by reference herein, and authorizes Flash to proceed with the procurement and fabrication of this equipment. Acceptance and performance of any order is conditioned upon your acceptance of the Flash Terms and your agreement to be bound by and comply with them. Failure on the part of Flash to object to provisions contained in any Purchase Order or other document from you shall not constitute a waiver by Flash of the Flash Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth in a Purchase Order or other document from you are not binding upon Flash, and are expressly rejected.

This requested ship date is subject to review by Flash Technology. If Flash Technology cannot meet the requested ship date, you will be contacted to work out a mutually acceptable shipment date. Flash Technology requires that the customer take ownership of the product no later than 14 calendar days after the agreed-upon ship date.



Tri County Tower

8900 Mahoning Avenue
North Jackson, Ohio 44451

Proposal

Job # 12663

June 24, 2021

Page # 1 of 1

CLIENT:

Warren County Ohio(Tele Dept)
804 E SR22 & 3
South Lebanon OH 45152

Item/Cost Code	Description	Amount
12663 WARRCO Wash Twp LED E1		
1 Flash 370d LED Upgrade on Washington Township Towe		
1 Labor		5,750.00
Labor to remove Honeywell incandescent system Install new SPX Flash 370d E1 LED lighting system on 200' self supporter at Washington Township LED system provided by customer, TCT to supply miscellaneous materials not supplied by Flash		
2 Materials		200.00
Misc materials		
Phase Total:		5,950.00
Grand Total:		5,950.00

+
Cost of materials
 Total 12,637.00

Notes:

ASR 1241069

Proposal assumes that material provided by the customer is correct for the application intended and that no major alterations will be necessary to complete the installation.

Additional labor or material necessary above and beyond the customer provided scope of work (SOW) will be billed on a "Time and Material" basis at the current rate. If the tower is deemed "unsafe to climb" for any reason by TCT qualified climber, charges will be for mobilization and time on site only.

- Proposal is based on access with two-wheel drive vehicle unless noted above.
- Tri County Tower LLC (TCT) reserves the right to cancel the work day due to inclement weather.
- Quoted pricing is good for thirty (30) days, after which TCT reserves the right to revisit the pricing.
- This proposal is based on information supplied by the client, authorized change orders may be required if unforeseen changes or modifications of the scope of work.
- TCT is not responsible for any delays beyond our control, including but not limited to acts of God, weather conditions, strikes, lockouts, unsuitable site conditions or delays caused by others at jobsite. In the event our work is delayed through no fault of our own, the client is responsible for additional costs.
- Payment due in full, net 30 days from date of invoice - cash or check. We accept all major credit cards if paid within ten days of invoice date.

PREPARED BY: Zach Lewis - cell (330) 979-6554 / fax (330)538-9879 / email: zlewis@tricitytower.com

Visit US at: www.tricitytower.com

ALLSTATE TOWER

PITTSBURGH
TANK & TOWER
GROUP

Since 1819

"100 years and still climbing"

P.O. Box 25
Henderson, KY 42419
ph. (270) 830-8512
fax (270) 228-4551
www.pttg.com

Job Number: LA-094713
Order Date: June 24, 2021
PO Number:
Shipping Terms: FOB Henderson, KY
Shipping Method: Truck

Bill To
Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
Gary Hardwick, Radio Systems Manager
513-695-2860
gh@wcoh.net

Job Site/Ship To Location
Washington Twp
6415 Wilmington Road
Clarksville, OH 45054
513-695-2860
gh@wcoh.net
39 25 46.8 N, 084 05 00.1 W Warren County

PAYMENT TERMS: Payment Due Upon Receipt of Invoice

Qty	Item	Unit Price	Total
1	<p>LA094713-A (1) 200' SS Tower - Clarksville, OH</p> <p>1. Mobilize to tower site. 2. Furnish and install (1) Flashtech E1 LED light kit with alarmed controller. 3. AST to remove the existing light kit and dispose.</p> <p>Kit includes the following:</p> <p>(1) Alarmed controller with photocell (1) LED Flash-head (3) LED side lights Lot - Strobe cable Lot - Installation hardware</p>	\$18,680.00	\$18,680.00

Order Total \$18,680.00

Additional Notes:

Signature:  Date of Acceptance: 7-6-21

Printed Name: David G. Yang Title: President

By accepting the proposal you are agreeing to the terms and conditions included within. Payments made by credit card may be subject to a processing fee of 3%.

Interest may be applied to payments not received in accordance to payment terms.

ALLSTATE TOWER

**PITTSBURGH
TANK & TOWER
GROUP**  Since 1919

"100 years and still climbing"

232 Heilman Avenue
P.O. Box 25
Henderson, KY 42419
Tel. (270) 830-8512
Fax (270) 228-4551
www.pttg.com

Date: June 24, 2021

Gary Hardwick, Radio Systems Manager
Warren County Telecommunications Dept.
500 Justice Dr.
Lebanon, OH 45036
Tel: 513-695-2860 Fax: 513-695-2973

Subject: Job Number LA-094713

Gentlemen:

Please find enclosed our proposal for the above subject work. Prior to start of work, we will furnish certificates of insurance evidencing general liability insurance as well as statutory limits of workmans's compensation insurance.

To accept our proposal, just sign and return one (1) copy to our Henderson, KY office.

Sincerely,

ALLSTATE TOWER, INC.

Kevin Roth
Vice President of Sales

270-830-8512 Ext. 3601

Enclosures:



Full Service Tower Company • Licensed Engineering Firm • Design-Build Steel Manufacturing
Maintenance • Inspection • Modification • Tower Steel • Structural Steel • Material Handling Solutions

Resolution

Number 21-0930

Adopted Date July 06, 2021

AUTHORIZE PRESIDENT OF THE BOARD OF COUNTY COMMISSIONERS TO SIGN INTERNAL REVENUE SERVICE (IRS) FORM 720 RELATIVE TO PATIENT CENTERED OUTCOMES RESEARCH INSTITUTE (PCORI)

WHEREAS, Patient Centered Outcomes Research Institute was established by the Patient Protection and Affordable Care Act, and

WHEREAS, the Act mandates a tax to be assessed on Medicare, private insurance and self-insured plans to help fund said program, and also requires an annual accounting on IRS Form 720; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board of County Commissioners to sign IRS Form 720 relative to PCORI.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

HR/

cc: Commissioners' file
OMB – Tammy Whitaker

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0931

Adopted Date July 06, 2021

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 6/29/21 as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/tao

cc: Auditor

Resolution

Number 21-0932

Adopted Date July 06, 2021

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH FISCHER DEVELOPMENT COMPANY FOR PROVIDENCE, SECTION SIX SITUATED IN HAMILTON TOWNSHIP

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

RELEASE

Bond Number	:	17-025 (W/S)
Development	:	Providence, Section Six
Developer	:	Fischer Development Company
Township	:	Hamilton
Amount	:	\$16,749.26
Surety Company	:	RLI Insurance Company (CMS0326625)

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cgb

cc: Fischer Development Co., Dave Stroup, 3940 Olympic Blvd., Suite 100, Erlanger KY 41018
RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607
Water/Sewer (file)
Bond Agreement file

Resolution

Number 21-0933

Adopted Date July 06, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO ECONOMIC DEVELOPMENT FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Economic Development Fund #11011116 in order to process a vacation leave payout for Brian Beaudry former employee of Economic Development:

\$974.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011115-5882	(Economic Development - 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 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

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

Resolution

Number 21-0934

Adopted Date July 06, 2021

APPROVE APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO JUVENILE PROBATION FUND #11012500

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Juvenile Probation Fund #11012500 in order to process a vacation leave payout for Codie Kaufolz former employee of Juvenile Probation:

\$2,102.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012500-5882	(Juvenile Probation - 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 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor
Appropriation Adjustment file
Juvenile Probation (file)
OMB

Resolution

Number 21-0935

Adopted Date July 06, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN CHILDREN SERVICES FUND
#2273

BE IT RESOLVED, to approve the following appropriation adjustment to process a vacation leave payout for former employee of Children Services, Patricia Jett:

\$1,370.00 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 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

jc/

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

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 21-0936

Adopted Date July 06, 2021

APPROVE APPROPRIATION ADJUSTMENT WITHIN FACILITIES MANAGEMENT
FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$220,000.00 from #44673712-5320 (Capital Purchases)
into #44673718-5320 (Capital Purchases)

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor
Appropriation Adj. file
Facilities Management (file)

Resolution

Number 21-0937

Adopted Date July 6, 2021

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO


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

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Commissioners' file

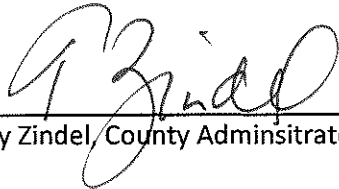
REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	DLT SOLUTIONS LLC	AUTOCAD/CIVIL 3D LICENSE RENEWAL	\$ 13,977.20
TEL	SPX CORPORATION	EMERGENCY TOWER LIGHT REPLACEMENT	\$ 11,738.50
WAT	PETERSON CONSTRUCTION COMPANY	FRANKLIN AREA WATER MEMBRANE SOFTEN	\$ 701,574.00
ITD	CDW LLC	ITD 2 PALO ALTO FIREWALLS	\$ 69,742.42
WAT	RICK STEMPFLEY	EMERGENCY RD REPAIR	\$ 28,500.00

CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS	RAR SOFTENING UPGRADES	\$ 567,312.84

7/6/2021 APPROVED:



Tiffany Zindel, County Administrator

Resolution

Number 21-0938

Adopted Date July 06, 2021

APPROVE AND AUTHORIZE THE PRESIDENT OF THIS BOARD TO ENTER INTO LOAN AGREEMENT WITH BILLIE BIRCHFIELD RELATIVE TO THE WARREN COUNTY HOME REPAIR/REHAB PROGRAM

WHEREAS, Billie Birchfield, applicant, has applied for homeowner assistance from the Warren County Home Repair Program with Program Income funds for the replacement of an HVAC system that has been determined as Beyond Economic Repair (BER); and

WHEREAS, the Warren County Rehab, Inc. Board of Trustees has recommended approval of said application; and


NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of this Board to enter into a loan agreement with Billie Birchfield in the amount of \$7,400.00 to replace an HVAC system in the repair of the property known as 46 Tamarack Trail, Springboro, Ohio 45066, as attached hereto and made a part hereof.

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

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

Resolution adopted this 6th day of July 2021.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/vsp

cc: OGA (file)
c/a—Birchfield, Billie
Billie Birchfield

WARREN COUNTY, OHIO

**LOAN AGREEMENT FOR USE OF PROGRAM INCOME FUNDS
FOR HOME REPAIR**

THIS AGREEMENT is entered into by and between the **Warren County Board of Commissioners, Warren County, Ohio**, (hereinafter called "County") and Billie Birchfield, unmarried, (hereinafter called "Homeowner"), as participating parties in the Warren County Home Repair Program (hereinafter called "Program").

SECTION I - HOMEBUYER AGREEMENT

Homeowner, as a participating party in the program, and in consideration of the County making the loan specified herein, covenants and agrees to the following commitments to be performed by the participating parties.

Homeowner, as a participating party, shall cooperate with the repair the property located at 46 Tamarack Trail, Springboro, Ohio 45066.

This agreement shall remain in full force and effect during the duration of the Promissory Note signed at the acceptance of contractor bid for said project.

SECTION II - COLLATERAL FOR THE PROGRAM INCOME

A. The County, shall lend, Seven Thousand Four Hundred and 00/100 Dollars (\$7,400.00) of PROGRAM INCOME funds to the Homeowner for the payment to Viking Heating and Air for the installation of an HVAC system on said property located at 46 Tamarack Trail, Springboro, Ohio 45066. Said loan shall be evidenced by a Promissory Note for a Deferred Loan executed by the Homeowner in the principal amount of Seven Thousand Four Hundred and 00/100 Dollars (\$7,400.00), hereinafter referred to as "NOTE". The loan proceeds will be disbursed by the County to the respective contractor for the payment of said HVAC system relating to the property located at 46 Tamarack Trail, Springboro, Ohio 45066.

B. The Note of the Homeowner shall be secured by a Mortgage with second priority to the lending institutuion holding the first mortgage.

C. The Homeowner hereby agrees that, in order for any repairs needed for the property to meet the Building Department requirements to be completed within (90) days after entering into contract, the homeowner will allow and cooperate with the contractors and all concerned to have access to the property. The Homebuyer further agrees to allow a representative of the County to inspect the premises to verify that such improvements have been completed.

SECTION III - COMPLIANCE

To assist the County in required reports to the Department of Housing and Urban Development (HUD), Homeowner shall report to the County when so requested, needed information to comply

with monitoring and reporting requirements. Homeowner further agrees to keep the property in good condition to help maintain market value. Homeowner, as a participating party, agrees that any duly authorized representative of HUD or the County shall, at all reasonable times, have the right to inspect the premises during the life of the loan.

Homeowner, as a participating party, and the County shall not amend this agreement in any material respect without the prior written approval of the County.

SECTION IV - NOTICES

All notices, requests and demands upon the respected parties hereto shall be deemed to have been given or made when deposited in the United States. mail, postage pre-paid, and addressed as follows:

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

With a Copy to: Warren County Grants Administration
 406 Justice Drive Room 251
 Lebanon, Ohio 45036

To the Homeowner: Billie Birchfield
 46 Tamarack Trail
 Springboro, Ohio 45066

SECTION V - CONFLICTING TERMS

If there be any conflict between the terms and conditions of this Agreement and the terms and conditions of the Agreement between the County and the Department of Housing and Urban Development, the terms and conditions of the Agreement between the County and the Department of Housing and Urban Development shall prevail.

SECTION VI - MISCELLANEOUS

This Agreement, along with the Promissory Note and Mortgage, and the Homeowner's Application for Assistance constitute the entire understanding and agreement of the parties and shall not be altered or amended except by writing executed by the parties hereto and approved by the County. This Agreement is binding upon and insures to the benefit of the parties hereto, their respective legal representatives, heirs, successors and assigns.

SECTION VII – EXECUTION

IN WITNESS WHEREOF, the undersigned, Billie Birchfield, the Homeowner herein, has executed this agreement on date stated below.

WITNESS:

Nancy M. Lamb
Signature of Witness

Nancy M. Lamb
Printed Name of Witness

HOMEOWNER:

BY: Billie Birchfield

DATE: 7/1/21

IN WITNESS WHEREOF, the **Warren County Board of Commissioners** has caused this agreement to be executed on the date stated below by David G. Young, its President, pursuant to Resolution No. 21-0938, dated 07/06/21.

WITNESS:

[Signature]
Signature of Witness

Laura Lander
Printed Name of Witness

BOARD OF COUNTY COMMISSIONERS

BY: [Signature]
David G. Young, President

DATE: 7/6/21

Approved as to form:

BY: [Signature]
Keith Anderson, Assistant Prosecutor