

# Resolution

Number 24-0455

Adopted Date April 02, 2024

APPROVING WAGE INCREASE FOR CHARLES WALKER, COLLECTIONS WORKER III,  
WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Walker has obtained his Class 1 Collections certification and per the Water and Sewer work rules, he is entitled to a five (5) percent increase.

NOW THEREFORE BE IT RESOLVED, to approve a wage increase for Charles Walker, Collections Woker III, within the Water and Sewer Department to \$30.28 per hour, effective pay period beginning April 6, 2024.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

HR

cc: Water/Sewer (file)  
C. Walker's Personnel file  
OMB – Sue Spencer

# Resolution

Number 24-0456

Adopted Date April 02, 2024

APPROVING LEAVE DONATION FOR BART SALTSGAVER, CUSTODIAL WORKER I,  
WITHIN WARREN COUNTY FACILITIES MANAGEMENT

WHEREAS, the Director of Facilities Management has requested, due to Mr. Saltsgaver's serious health condition, to approve leave donation for Bart Saltsgaver.

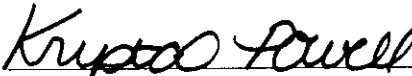
NOW THEREFORE BE IT RESOLVED, to approve leave donation for Bart Saltsgaver, within Warren County Facilities Management, effective immediately.

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

Mr.  
Mr.  
Mr.

Resolution adopted this day of April 2023.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Facilities Management (file)  
B. Saltsgaver's FMLA File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-0457

Adopted Date April 02, 2024

ACCEPTING THE RESIGNATION, DUE TO RETIREMENT, OF MARK JOHNSON, CARPENTER II, WITHIN WARREN COUNTY FACILITIES MANAGEMENT, EFFECTIVE APRIL 30, 2024

BE IT RESOLVED, to accept the resignation, due to retirement, of Mark Johnson, Carpenter II, within Warren County Facilities Management, effective April 30, 2024.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Facilities Management (file)  
M. Johnson's Personnel File  
OMB – Sue Spencer  
Tammy Whitaker

# Resolution

Number 24-0458

Adopted Date April 02, 2024

AMENDING RESOLUTION #24-0353, APPROVING THE PROMOTION OF CHRISTOPHER LEMMING AS CONTROL SYSTEMS TECHNICIAN I WITHIN THE WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #24-0353, adopted March 12, 2024, this Board approved the promotion of Christopher Lemming; and

WHEREAS, the effective date of his promotion was incorrectly stated as April 6, 2024; and

WHEREAS, Mr. Lemming is required to work a year in wastewater for his class I Wastewater Treatment License, his one-year completion will be on April 23, 2024.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #24-0353, adopted March 12, 2024, approving the promotion of Christopher Lemming, to reflect a new effective pay period of May 4, 2024.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)  
C. Lemming's Personnel file  
OMB

# Resolution

Number 24-0459

Adopted Date April 02, 2024

AMENDING RESOLUTION #24-0436 ADOPTED MARCH 26, 2024, AUTHORIZING THE FULL RELEASE OF RETAINAGE IN THE BUILDING CRAFTS, INC. ESCROW ACCOUNT FOR THE RICHARD A. RENNEKER WATER SOFTENING PROJECT

WHEREAS, pursuant to Resolution #24-0436, adopted March 26, 2024, this Board of County Commissioners approved a resolution authorizing the full release of retainage in the amount of \$59,038.08 (\$2,001.70 of which is accrued interest) of said escrow account to pay Building Crafts, Inc. for completed work that is deemed substantial; and

WHEREAS, it has come to the attention of this Board of County Commissioners that the original requested full retainage release did not account for five additional days of accrued interest on said escrow account; and

WHEREAS, the correct amount of the full retainage release, including all accrued interest as of April 2, 2024, has been recalculated and verified by both 1<sup>st</sup> National Bank and the Warren County Water & Sewer Department.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #24-0436, adopted March 26, 2024, and authorize a final withdrawal from the said escrow account for Building Crafts, Inc. in the amount of \$59,047.79 (\$2,011.41 of which is total accrued interest) for completed work deemed substantial.

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 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

mbz

cc: Auditor   
c/a—Building Crafts, Inc.  
Water/Sewer (file)

# Resolution

Number 24-0460

Adopted Date April 02, 2024

SETTING A PUBLIC HEARING FOR REZONING APPLICATION OF PAMELA STRONG, KAREN MARSHALL, AND KEITH JASINSKI (CASE #2024-01) TO REZONE APPROXIMATELY 8.09 ACRES FROM NEIGHBORHOOD COMMERCIAL BUSINESS ZONE "B1" TO SINGLE FAMILY RESIDENTIAL (3- ACRED DENSITY) "R1A" IN WASHINGTON TOWNSHIP

BE IT RESOLVED, to set a public hearing for the rezoning application of Pamela Strong, Karen Marshall, and Keith Jasinski owners of record (Case #2024-01), to rezone approximately 8.09 acres from Neighborhood Commercial Business Zone "B1" to Single Family Residential (3-acre density) "R1A" in Washington Township; said public hearing to be held April 23, 2024, at 9:20 a.m. in the County Commissioners Meeting Room; and

BE IT FURTHER RESOLVED, to advertise notice thereof in a newspaper of general circulation, at least ten (10) days prior to hearing.

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 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kp

cc:

RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

# Resolution

Number 24-0461

Adopted Date April 2, 2024

AUTHORIZING PUBLICATION OF NOTICE TO PUBLIC OF PROPOSAL TO CONSTRUCT IN A FLOODPLAIN RELATIVE TO THE FISCAL YEAR 2024 CITY OF SOUTH LEBANON- KING AVENUE STREET IMPROVEMENTS AND THE FISCAL YEAR 2024 VILLAGE OF MORROW –BRIDGE LIGHTING COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS

BE IT RESOLVED, to authorize and direct the Clerk to publish a Notice to Public of Proposal to Construct in a Floodplain relative to the FY24 South Lebanon – King Avenue Street Improvement CDBG Project and the FY24 Village of Morrow –Bridge Lighting CDBG Project

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/sm

cc: OGA (file)

# Resolution

Number 24-0462

Adopted Date April 02, 2024

APPROVING THE EMERGENCY REPLACEMENT OF THE GEARBOX OF THE  
VARIABLE LOOP REACTOR #1 LOCATED AT THE LITTLE LOWER MIAMI  
WASTEWATER TREATMENT PLANT

WHEREAS, the Water & Sewer Department experienced an equipment failure of a gearbox in the Variable Loop Reactor located at the Little Lower Miami Wastewater Treatment Plant; and

WHEREAS, the replacement is critical and time sensitive to the wastewater operations as the equipment is used to supply the necessary air to the treatment tanks for sufficient treatment to the sewer system.

NOW THEREFORE BE IT RESOLVED, to approve Purchase Order No. 24001545, with The Belting Company of Cincinnati in the amount of \$7,724.05 for the procurement of a new gearbox for the Variable Loop Reactor located at the Little Lower Miami Wastewater Treatment Plant.

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 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

jad

cc: Auditor   
Water/Sewer (file)



# Resolution

Number 24-0463

Adopted Date April 02, 2024

## ENTERING INTO CONTRACT WITH W.E. SMITH CONSTRUCTION FOR THE 2024 DRILLED PIER WALL PROJECT

WHEREAS, pursuant to Resolution #24-0188 dated February 06, 2024, this Board approved a Notice of Intent to Award Bid for the 2024 Drilled Pier Wall Project to W.E. Smith Construction, for a total bid price of \$755,957.50; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with W.E. Smith Construction, 2030 Bauer Road, Blanchester, Ohio 45107, for a total bid price of \$755,957.50; as attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

JS/

cc: c/a— W.E. Smith Construction  
Engineer (file)  
OMB Bid file

## CONTRACT

**THIS AGREEMENT**, made this 2 day of April, 2024, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **W.E. Smith Construction, 2030 Bauer Road, Blanchester, Oh 45107**, doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

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

### 2024 PIER WALL PROJECT

hereinafter called the project, for the sum of **\$755,957.50 (seven hundred fifty five thousand, nine hundred fifty seven dollars and fifty cents)**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

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

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER, and to fully complete the project by August 25, 2023. The Contractor further agrees to pay, as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter.

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

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

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

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

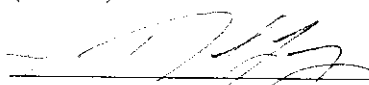
The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

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

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

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

**WARREN COUNTY BOARD OF COMMISSIONERS**  
(Owner)

  
\_\_\_\_\_  
David G. Young, President

**W.E. Smith Construction**

By:

  
\_\_\_\_\_  
Name

President  
\_\_\_\_\_  
Title

Approved as to Form:

  
\_\_\_\_\_  
Assistant Prosecutor

Adam M. Nice

# Resolution

Number 24-0464

Adopted Date April 02, 2024

AUTHORIZING REQUEST FOR PROPOSALS (RFP) FOR CONSULTING SERVICES FOR THE PROCUREMENT OF ENERGY GENERATION SERVICES FOR VARIOUS WARREN COUNTY FACILITIES

WHEREAS, the County's current electric generation agreement will expire on August 31, 2024; and

WHEREAS, the Warren County Board of County Commissioners recognizes the need to procure the services of a consulting firm for energy procurement services; and

WHEREAS, Section 307.86(M) of the Ohio Revised Code permits the Board of County Commissioners to determine that the use of competitive sealed proposals would be advantageous to the county when procuring goods or services.

NOW THEREFORE BE IT RESOLVED, to advertise said RFP for one (1) week in a newspaper of general circulation beginning the week of April 07, 2024, and for two (2) consecutive weeks on the County website; with proposals due May 02, 2024, at 4:00 p.m.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)  
OMB Bid file

# Resolution

Number 24-0465

Adopted Date April 02, 2024

**APPROVING ADDENDA TO AGREEMENT WITH CHOICES, INC. RELATIVE TO HOME  
PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY  
CHILDREN SERVICES**

BE IT RESOLVED, to approve addenda to agreement with Choices, Inc. relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a – Choices, Inc.  
Children Services (file)

Ohio Department of Job and Family Services

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

**ADDENDA TO AGREEMENT**

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

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

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

And CHOICES, Inc.-Children Have Options in Caring Environments hereinafter "Provider," whose address is:

CHOICES, Inc.-Children Have Options in Caring Environments  
1785 Big Hill Rd  
Dayton, OH 45439

Collectively the "Parties".

Contract ID: 19329122

Originally Dated: 06/01/2023 to 05/31/2024

Ohio Department of Job and Family Services

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

Addenda Number 2:

Addenda Reason:	Amount
Addenda Begin Date:	02/01/2024
Addenda End Date:	
Increased Amount:	\$100,000.00

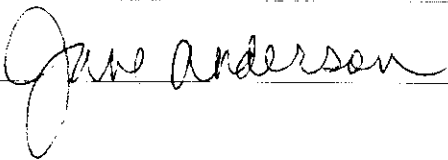
Article Name:

Addenda Reason Narrative:


Need to increase the original contract amount by \$100,000 to cover future invoices.

**SIGNATURE OF THE PARTIES**


**Provider:** CHOICES, Inc.-Children Have Options in Caring Environments

Print Name & Title	Signature	Date
Jane Anderson Executive Director		3/12/24

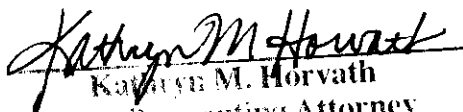
**Agency:** Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		3-25-24

**Additional Signatures**

Print Name & Title	Signature	Date
*David G. Young President		4-2-24

**APPROVED AS TO FORM**

  
Kathryn M. Horvath  
Lead Representing Attorney



# Resolution

Number 24-0466

Adopted Date April 02, 2024

APPROVING ADDENDA TO AGREEMENT WITH SJO KIDS, INC. DBA NEW PATH CHILD & FAMILY SOLUTIONS RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to enter into addenda to agreement with SJO Kids, Inc. dba New Path Child & Family Solutions relative to home placement and related services for calendar year 2023-2024, on behalf of Children Services as attached hereto and made a part hereof:

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a – SJO Kids, Inc.  
Children Services (file)

Ohio Department of Job and Family Services

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

**ADDENDA TO AGREEMENT**

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

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

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

And SJO Kids, Inc. dba NewPath Child & Family Solutions hereinafter "Provider," whose address is:

SJO Kids, Inc. dba NewPath Child & Family Solutions  
5400 Edalbert Dr  
Cincinnati, OH 45239

Collectively the "Parties".

Contract ID: 19340782

Originally Dated: 04/01/2023 to 05/31/2024

Ohio Department of Job and Family Services

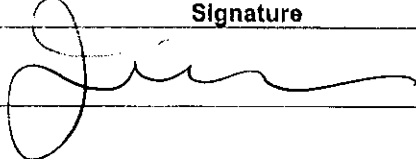
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

Addenda Number 3:

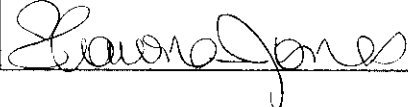
Addenda Reason: Other  
Addenda Begin Date: 10/01/2023  
Addenda End Date:  
Increased Amount:  
Article Name:  
Addenda Reason Narrative:  
Need to add a lower rate for a specified child to the IV-E rate sheet of \$95.00.

**SIGNATURE OF THE PARTIES**

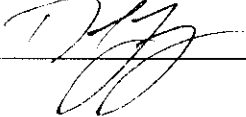
Provider: SJO Kids, Inc. dba NewPath Child & Family Solutions

Print Name & Title	Signature	Date
John Gleason CEO		3-11-24


Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		3-20-24

Additional Signatures

Print Name & Title	Signature	Date
*David G. Young President		4-2-24

**APPROVED AS TO FORM**

  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

# Resolution

Number 24-0467

Adopted Date April 02, 2024

ENTERING INTO AN ELECTRONIC MONITORING SERVICE AGREEMENT WITH BI INCORPORATED FOR ELECTRONIC MONITORING SERVICE ON BEHALF OF WARREN COUNTY COMMON PLEAS COURT, ADULT PROBATION DIVISION

BE IT RESOLVED, to enter into electronic monitoring service agreement No. 022824MSI with BI Incorporated on behalf of Warren County Common Pleas Court, Adult Probation Division; said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 2nd day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—BI Incorporated  
Common Pleas (file)

**ELECTRONIC MONITORING SERVICE AGREEMENT  
AGREEMENT NO. 022824MSI**

This Electronic Monitoring Service Agreement (“**Agreement**”) is made between BI INCORPORATED (“**BI**”), a Colorado corporation with its principal place of business at 6265 Gunbarrel Avenue, Suite B, Boulder, CO 80301 and WARREN COUNTY COMMON PLEAS COURT ADULT PROBATION (“**Agency**”) with its principal place of business at 550 Justice Dr. Lebanon, OH 45036. This Agreement is effective as of the date of the last signature below (“**Effective Date**”). Capitalized terms in this Agreement have the meanings as set forth in Section 16, as defined where used in this Agreement, or if not in the foregoing, based on their context, as commonly used within the industry. The parties agree as follows:

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

**2. MONITORING SERVICE**

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

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

**3. BI’s SERVICES**

**3.1 Training.**

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

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

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

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

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

**3.4 Telecommunications Service.** Certain BI products require wireless telecommunications service (“**Telco Service**”) in order to transmit voice and/or data from the device. BI products requiring Telco Service include BI TAD Plus Cellular, BI Mobile, BI LOC’8 XT, BI HomeGuard 20;20 Cellular, and BI SL3. BI products requiring Telco Service may change from time to time. Agency is responsible for payment to BI of charges for Telco Service, which are included in the Unit Rental Charge for Units supplied by BI. Failure to pay these charges may result in suspension or termination of Telco Service, without which the device cannot transmit monitoring or tracking information to Agency.

**3.5 Service Interruption.** The Monitoring Services are made available to Clients when the Equipment is in operating range of the provider of such Monitoring Services. In addition, Monitoring Services may be temporarily interrupted,

refused or limited at any time because of transmissions limitations caused by atmospheric and topographical factors outside of BI's or service provider's control, or equipment modifications, upgrades, repairs or similar other activities. Individual data transmissions may be involuntarily delayed for a variety of reasons, including the above, weak batteries, system over-capacity, and the Client's movement outside of the service area.

#### **4. EQUIPMENT AND UNITS**

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

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

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

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

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

#### **5. AGENCY'S OBLIGATIONS.**

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

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

**5.2** Agency represents and warrants during the Term that it shall: (1) notify its customers and Clients that Monitoring Services should only be used for the purposes and in the manner for which they were designed and supplied, and that warning notices should not be removed or obscured, (2) pass through all applicable Documentation provided by BI to its customers and Clients, (3) not remove or obscure any warning notices displayed on Equipment, (4) not breach any customer or Client agreement; (5) not mishandle or use the Monitoring Services in an unauthorized manner or authorize or promote a customer

or Client to do so; (6) not use or promote the use of any Monitoring Services in combination with equipment, software, or other items not intended or authorized for use with the Equipment, or in an application or environment for which they were not designed, or authorize or promote a customer or Client to do so; and (7), not make any statements, claims, representations or warranties relating to Monitoring Services, other than as authorized or made by BI in writing.

## 6. COST OF SERVICES

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

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

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

**6.4 Taxes.** Agency represents that it is tax exempt.

## 7. TERM, TERMINATION, RENEWAL

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

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

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

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

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

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

## 8. LIMITATION OF LIABILITY

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

**8.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BI EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING BUT NOT LIMITED TO THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR



IMPLIED. BI EXPRESSLY DISCLAIMS THAT THE MONITORING SERVICE, SOFTWARE APPLICATIONS OR EQUIPMENT ARE IMPERVIOUS TO TAMPERING, COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

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

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

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

## **9. OWNERSHIP AND CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS**

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

**9.2 Confidential Information.** Agency agrees to hold in confidence and not disclose to any party, other than authorized employees under similar terms of confidentiality as set forth herein, the Documentation or any confidential information or trade secrets of BI.

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

**9.4 Prohibited Use.** Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sublicensees to alter, maintain, enhance, or otherwise modify any part of the Monitoring Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Monitoring Service or associated software, hardware, and technology that would reveal any of BI's confidential information, trade secrets, or technology. Agency shall not, and shall take all reasonable actions to cause its employees, agents and subcontractors, if any, not to, during the Term or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligations under this Agreement, any Confidential Information which Agency's or such person has acquired or may acquire, whether technical or non-technical, relating to the business and affairs of BI.

**9.5 Restricted Access.** Agency agrees not to make any attempt to gain any unauthorized access to any other user's account or to the systems, networks or databases of the Monitoring Service other than Agency's specific Client information as specifically permitted herein. Violations of the Monitoring Service security system are prohibited and are deemed a material

breach of this Agreement and may be reported to applicable authorities. All access to Software Applications are subscription based, and the rights to access such services expire upon the expiration of the applicable order or upon Agency's failure to pay for such services (i.e., services are not perpetual).

**10. INSURANCE.** Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish to the other a certificate of insurance or other evidence that the required insurance is in effect. The parties acknowledge that Agency participates in County Risk Sharing Authority (CORSA), an Ohio intergovernmental entity that provides its participating members with comprehensive property and liability coverage and risk management. Such participation shall satisfy its insurance obligations under this agreement.

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

**12. GENERAL.**

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

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

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

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

**12.5 Prior Agreement.** Upon full execution of this Agreement, the Electronic Monitoring Service Agreement No. 042623KL2 shall terminate.

**13. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**14. ASSIGNMENT AND SUBCONTRACTING.** This Agreement may not be transferred or assigned by Agency or by operation of law to any other person, persons, firms, or corporation without the express written consent of BI. BI shall have the right to subcontract any and all services set forth under this Agreement, so long as BI remains primarily responsible hereunder.

**15. DEFINITIONS.**

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

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

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

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

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

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

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

15.8 "GPS" means a global positioning system.

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

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

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

BI INCORPORATED

WARREN COUNTY COMMON PLEAS COURT/  
ADULT PROBATION

Isabel Yang  
Signature

\* David G. Young  
Signature

Isabel Yang  
Printed Name

David G. Young  
Printed Name

Executive Vice President  
Printed Title

President  
Printed Title

3/15/2024  
Date

4-2-24  
Date

SCHEDULE A TO FOLLOW

APPROVED AS TO FORM  
Kathryn M. Horvath  
Kathryn M. Horvath  
Asst. Prosecuting Attorney

**SCHEDULE A  
TO THE  
ELECTRONIC MONITORING SERVICE AGREEMENT  
Agreement No. 022824MS1 ("Agreement")  
between  
BI INCORPORATED ("BI")  
and  
WARREN COUNTY COMMON PLEAS COURT/ADULT PROBATION ("Agency")**

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**I. Equipment: Services and Fees** - Pursuant to Section 6 of the Electronic Monitoring Service Agreement, the cost to Agency for the services rendered by BI is as follows:

**Service Type - Standard**

**A. TAD UNIT AND TAD PLUS CELLULAR**

**TAD ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Alcohol Only Charges:	\$6.35	per Unit per day.

**TAD WITH RF CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD with RF Charges:	\$6.35	per Unit per day.

**TAD PLUS CELLULAR – ALCOHOL ONLY CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD Alcohol Only Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – Alcohol Only Charges:	\$7.70	per Unit per day.

**TAD PLUS CELLULAR – WITH RF MONITORING CHARGES:**

TAD Monitoring Unit Rental Charge:	\$4.35	per Unit per day from BI inventory.
TAD Cellular HomeBase Unit Rental Surcharge:	\$1.35	per Unit per day from BI inventory.
TAD with RF Monitoring Service Charge:	\$2.00	per Unit per Active Day.
Total TAD Plus Cellular – with RF Monitoring Charges:	\$7.70	per Unit per day.

**ADDITIONAL SERVICES:**

- 1. TAD Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep up to, but not to exceed, fifteen (15) inactive TAD units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD unit(s) in excess of the fifteen (15) spares allowance, Agency will incur a \$4.35 charge per unit per day.
- 2. No TAD Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Units.
- 3. Replacement Costs:** TAD Unit - \$1,750.00 each; HomeBase (non-cellular) - \$1,750.00 each.

**TAD Ankle Unit and HomeBase (non-cellular) = TAD Complete Unit.**

4. **TAD Cellular HomeBase No-charge Spares:** Each month during the Term, Agency is entitled to keep up to, but not to exceed, fifteen (15) inactive TAD Cellular HomeBases at no charge (not subject to the Unit Rental Charge while not in use). For any inactive TAD Cellular HomeBases in excess of the fifteen spares allowance, Agency will incur a \$1.35 charge per unit per day.
5. **No TAD Cellular HomeBase Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged TAD Cellular HomeBases.
6. **Replacement Cost:** TAD Cellular HomeBase - \$2,250.00 each.
7. **Reasonable Supplies:** BI will provide reasonable supplies for supply items excluding the Fiber Optic Strap at a cost of \$149.00 per strap.

**B. SL3 UNITS**

<b>SL3 Unit Rental Charge:</b>	\$2.85	per day per Unit from BI inventory.
<b>SL3 Unit Monitoring Service Charge:</b>	\$2.60	per Unit per Active Day.
<b>Total SL3 Unit Charges:</b>	\$5.45	per Unit per day.

**ADDITIONAL SERVICES:**

1. **SL3 Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep up to, but not to exceed, six (6) inactive SL3 Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive SL3 Units in excess of the six (6) spares allowance, Agency will incur a \$2.85 charge per unit per day.
2. **No SL3 Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged SL3 Units.
3. **Replacement Cost:** SL3 Unit - \$800.00 each.
4. **SL3 Accessories:** BI will provide, at no charge to Agency, one (1) carrying case, one (1) charger, and five (5) mouthpieces per Unit supplied by BI. The cost of any additional chargers or carrying cases shall be borne by Agency. Carrying cases are \$14.00 each and chargers are \$30.00 each. A reasonable number of additional mouthpieces shall be provided as needed at no charge.
5. **SL3 Telco Service Charge:** SL3 Units that are inactive continue to incur telecom fees. BI reserves the right to discontinue (turn off) the telecommunications plan for purchased SL3 units which have not incurred data usage fees for at least 180 consecutive days.
6. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

**C. LOC8 XT UNITS**

<b>LOC8 XT Component Rental Charge:</b>	\$2.20	per day per Unit from BI inventory.
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**OPTION A: LOC8 XT WITH 1.30.W5.C0.ZX SERVICE:**

GPS Collection Rate once (1) per minute, Data Transmission every 30 minutes, Wi-Fi Locate every 5 minutes (If GPS not found), No Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

<b>LOC8 XT Monitoring Service Charge:</b>	\$1.25	per Unit per Active Day.
<b>Total LOC8 XT Charges:</b>	\$3.45	per Unit per day.

**OPTION B: LOC8 XT WITH 1.15.W5.C0.ZX SERVICE:**

GPS Collection Rate once (1) per minute. Data Transmission every 15 minutes, Wi-Fi Locate every 5 minutes (If GPS not found). No Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 XT Monitoring Service Charge:** \$1.25 per Unit per Active Day.

**Total LOC8 XT Charges:** \$3.45 per Unit per day.

**OPTION C: LOC8 XT WITH 3.720.W15.C0.ZX SERVICE:**

GPS Collection Rate three times (3) per minute. Data Transmission every 720 minutes, Wi-Fi Locate every 15 minutes (If GPS not found). No Cell Tower Locate (If GPS not found), with Data Transmission at Zone Crossing.

**LOC8 XT Monitoring Service Charge:** \$1.30 per Unit per Active Day.

**Total LOC8 XT Charges:** \$3.50 per Unit per day.

**ADDITIONAL SERVICES:**

1. **LOC8 XT Unit No-charge Spares:** Each month during the Term, Agency is entitled to keep up to, but not to exceed, fifteen (15) inactive LOC8 XT Units at no charge (not subject to the Unit Rental Charge while not in use). For any inactive LOC8 XT Units in excess of the fifteen (15) spares allowance, Agency will incur a \$2.20 charge per unit per day.
2. **No LOC8 XT Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged LOC8 XT Units.
3. **Replacement Costs:** LOC8 XT Tracking Unit - \$2,099.00 each; LOC8 XT Beacon & Charger Combo - \$300.00 each.
4. **Additional Supplies:** LOC8 XT Wall Charger - \$95.00 each; LOC8 XT Transfer Battery - \$95.00 each.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

**D. BI VERIWATCH™ UNIT**

**BI VeriWatch™ Component Rental Charge:** \$3.00 per day per Unit from BI inventory.

**BI VeriWatch™ Monitoring Service Charge:** \$1.50 per Unit per Active Day.

**Total BI VeriWatch™ Charges:** \$4.50 per Unit per day.

**ADDITIONAL SERVICES:**

1. **No BI VeriWatch™ Unit Spares:** Agency is not entitled to spares. For any inactive BI VeriWatch™ Units, Agency will incur a \$3.00 charge per unit per day.
2. **No BI VeriWatch™ Unit Loss or Damage:** Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged BI VeriWatch™ Units.
3. **Replacement Costs:** BI VeriWatch™ Unit - \$720.00 each; Battery - \$175.00 each.
4. **Additional Supplies:** Protective Cover - \$3.00 each; Charging Cable and Plug - \$48.00 each; Strap - \$25.00 each; Installation Tool - \$5.00 each; Removal Tool - \$17.00 each; Power Bank - \$17.00 each.
5. **Reasonable Supplies:** Service includes reasonable disposable field supplies as required by Agency.

**E. BI SMARTLINK™**

BI SmartLINK™ is a Software Application designed to be installed on a Client's mobile device. It provides clients with supervision-related tools such as a calendar and access to community resource information. Clients can also be required to use the application's check-in capability to verify identity and location through fixed or random check-ins using biometric technology. The application's self report module allows clients to periodically report their status. The application's modular design allows officers to control what functionality and information is delivered to the Client's mobile device from within BI TotalAccess®.

**Requirements:** Apple iOS or Android (Operating System powered) smartphone.

**BI SmartLINK™ with or without an EM Device:**

Number of Clients	BI SmartLINK™ with a BI EM Device	BI SmartLINK™ without a BI EM Device
	Unlimited	1 - 1,000
BI SmartLINK™ Option - Connect	Free	\$0.25
BI SmartLINK™ Option - Report	\$0.25	\$0.50
BI SmartLINK™ Option - Verify	\$0.50	\$0.75
Video Conference ( <i>streamed</i> ) per event	\$0.35	\$0.35

Included Modules in each Option		
Option – Connect	Option – Report	Option – Verify
01. My Info	01. My Info	01. My Info
02. Calendar	02. Calendar	02. Calendar
03. My Documents	03. My Documents	03. My Documents
04. Media	04. Media	04. Media
05. Resources	05. Resources	05. Resources
06. Messaging	06. Messaging	06. Messaging
07. VideoConferencing*	07. Video Conferencing*	07. Video Conferencing*
	08. Client Submitted Schedules & Information	08. Client Submitted Schedules & Information
	09. Self-Report ( <i>no biometrics</i> )	09. Facial Biometric Check-in
		10. Self-Report ( <i>with biometrics</i> )

\*Use of Video Conferencing feature will incur an additional charge of \$0.35 per conference, up to 15 minutes.

# Resolution

Number 24-0468

Adopted Date April 02, 2024

ACCEPTING A PERMANENT EASEMENT AND TEMPORARY EASEMENTS WITH DALE R. AND SUSAN HUFF PLEIMANN FOR THE TOWNSHIP LINE ROAD BRIDGE #134-3.76 REPLACEMENT PROJECT

WHEREAS, in order to improve Township Line Road Bridge #134-3.76 it is necessary to construct a bridge replacement project and in order to do this work it is necessary to enter onto property which is owned by Dale R. and Susan Huff Pleimann, grantors; and

WHEREAS, in order to accomplish the foregoing, it is necessary to obtain a permanent easement and temporary construction easement from the property owners; and

WHEREAS, the land for a permanent easement and temporary easements are as follows:

Permanent Highway Easement – 3SH- 0.0740 acres  
Temporary Easement – 3T1- 0.0370 acres  
Temporary Easement – 3T2- 0.0046 acres

WHEREAS, the negotiated price for the permanent and temporary easements is \$2,000.00.

NOW THEREFORE BE IT RESOLVED, to accept a permanent and temporary easement, copies of which are attached hereto and made a part hereof, with Dale R. and Susan Huff Pleimann for the Township Line Road Bridge Replacement project for the sum of \$2,000.00.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: c/a—Pleimann, Dale & Susan  
Engineer (file)  
Easement file  
Recorder (certified)



**EASEMENT AGREEMENT IN THE NAME OF AND FOR THE USE OF  
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS  
P.I.N. #09-24-200-003 (Pt.)**

**ARTICLES OF AGREEMENT**

This Agreement is entered into the date stated below by Dale R. and Susan Huff Pleimann, husband and wife, whose tax mailing address is 2165 E Lower Springboro Road, Waynesville, Ohio 45068 (the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

The Purpose of this Agreement is to obtain the necessary exclusive permanent and temporary easements for the Township Line Road Bridge #134-3.76 Replacement Project, being a part of a public roadway open to the public without charge.

That the Grantors, for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) and other considerations to them paid by the Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain and sell, convey and release to the Grantee, its successors and assigns, exclusive permanent and temporary easements for the purpose of constructing and maintaining the necessary project improvements, in, on, over and under lands situated in Section 24, Town 4, Range 4, M.R.S., Clearcreek Township, Warren County, State of Ohio, and limited to the area more particularly described as follows:

**EXCLUSIVE PERMANENT & TEMPORARY EASEMENT LEGAL DESCRIPTIONS**

**See Exhibit "A's" for details.**

**See Exhibit "B" for drawing.**

The exclusive and permanent highway easement granted herein shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall run with the land.

Grantors shall have the right to repurchase this property interest for its fair market value at the time of repurchase, in accordance with Ohio Rev. Code § 163.211 but only in the event Grantee decides not to use the property for the purpose stated herein, however, such right of repurchase shall be extinguished if any one of the following occur, to-wit: (i) the Grantors decline to repurchase the property; (ii) the Grantors fail to repurchase the property within sixty (60) days after the Grantee offers the property for repurchase; (iii) a plan, contract, or arrangement is authorized that commences an urban renewal project that includes the property; (iv) the Grantee grants or transfers the property to another; or, (v) upon the expiration of five years from the date of the execution of this Easement Agreement. The Grantors' right of repurchase is not assignable, nor does it run with the land.

Upon completion of the project, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs and brush that are removed, to its original condition, but not better than any pre-existing condition. Removal of any trees or brush will be kept to the minimal required for construction.

The Temporary Easements in this Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Township Line Road Bridge #134-3.76 Replacement Project or December 31, 2025, whichever comes first.

Grantors waive an appraisal and/or summary of an appraisal required by Ohio Rev. Code § 163.04 (C), as permitted by the policy of the Warren County Board of Commissioners, adopted as Resolution No. 15-0377.

[the remainder of this page is blank]

**GRANTORS**

**IN EXECUTION WHEREOF**, Dale R. and Susan Huff Pleimann, the Grantors herein, husband and wife, who consent hereto, have hereunto set their hands on the date stated below.

SIGNATURE: Dale R. Pleimann

PRINTED NAME: Dale R. Pleimann

DATE: 3.12.24

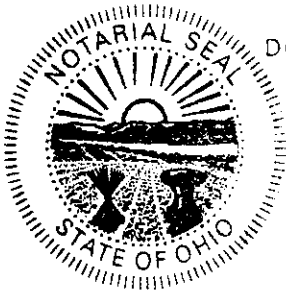
SIGNATURE: Susan Huff Pleimann

PRINTED NAME: Susan Huff Pleimann

DATE: 3-12-24

STATE OF OHIO, COUNTY OF WARREN, ss.

**BE IT REMEMBERED**, on this 12<sup>th</sup> day of MARCH, 2024, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be Dale R. and Susan Huff Pleimann, the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



DOMINIC M. BRIGANO  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
02/06/2027

Notary Public: D. M. B.  
My commission expires: 02/06/2027

Recorded [continued on next page for signature]  
Warren County

**GRANTEE**

**IN EXECUTION WHEREOF**, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Tom Grossmann, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 24-, dated, -24

**Grantee:**

Signature: [Handwritten Signature]

Printed Name: Vice President

Title: Tom Grossmann

Date: -24

**STATE OF OHIO, WARREN COUNTY, ss.**

**BE IT REMEMBERED**, that on this     day of    , 2024 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Tom Grossmann, President or Vice-President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.



**ASHLEY M WATTS**  
NOTARY PUBLIC • STATE OF OHIO  
Comm. No. 2024-RE-874016  
My Commission Expires Feb. 21, 2029

Notary Public: Ashley M. Watts  
My commission expires: Feb 21, 2029

**Prepared by:**

DAVID P. FORNSHELL,  
PROSECUTING ATTORNEY  
WARREN COUNTY, OHIO

By: [Handwritten Signature]

Adam Nice, Assistant Prosecutor  
520 Justice Drive, 2<sup>nd</sup> Floor  
Lebanon, OH 45036  
Ph. (513) 695-1399  
Fx. (513) 695-2962  
Email: [adam.nice@warrencountyprosecutor.com](mailto:adam.nice@warrencountyprosecutor.com)



Exhibit "A"

**Dale R. Pleimann and  
Susan Huff Pleimann  
Standard Highway Easement – 3SH  
For Township Line Road Bridge  
(Bridge No. 134-3.76)  
PIN #09-24-200-003**

Situated in Section 24, Town 4, Range 4, M.R.S., Clearcreek Township, Warren County, Ohio, along the west side of Township Line Road, being part of a 30.59 acre tract conveyed to Dale R. Pleimann and Susan Huff Pleimann, Grantors, by deed recorded in Document #2021-029039 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the grantors' northeast corner, being in the east line of Section 24;

Thence with the grantors' east line and said section line, South  $05^{\circ}01'02''$  West, a distance of 26.60 feet;

Thence leaving said grantors' east line and section line, North  $84^{\circ}58'59''$  West, a distance of 30.00 feet to a point in the existing west right of way line of Township Line Road (60' R/W) and the **Principal Point of Beginning** for this description;

Thence with said west right of way line, South  $05^{\circ}01'02''$  West, a distance of 98.33 feet;

Thence through the grantors' property, with the new west right of way line for Township Line Road for the following three courses:

1. North  $84^{\circ}58'59''$  West, a distance of 32.76 feet to a point;
2. North  $05^{\circ}01'02''$  East, a distance of 98.33 feet to a point;
3. South  $84^{\circ}58'59''$  East, a distance of 32.76 feet to the **Principal Point of Beginning**, containing 0.0740 acre (3221 square feet), more or less,

The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83(2011) by GPS utilizing ODOT VRS.

This legal description is based on a survey completed by LJB Inc. in May of 2020 for the Township Line Road Bridge over Newman's Run Project in Wayne Township and Clearcreek Township. This survey references right of way lines delineated by said survey. This legal description was prepared by David Hulsmeyer, P.S. (Ohio Registration Number 8548) of LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342.

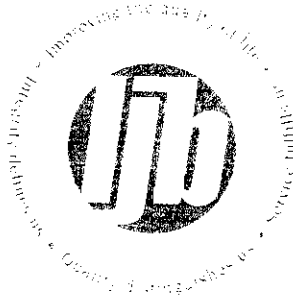


Exhibit "A"

**Dale R. Pleimann and  
Susan Huff Pleimann  
Temporary Easement – 3T1  
For Township Line Road Bridge  
(Bridge No. 134-3.76)  
PIN #09-24-200-003**

Situated in Section 24, Town 4, Range 4, M.R.S., Clearcreek Township, Warren County, Ohio, along the west side of Township Line Road, being part of a 30.59 acre tract conveyed to Dale R. Pleimann and Susan Huff Pleimann, Grantors, by deed recorded in Document #2021-029039 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the grantors' northeast corner, being in the east line of Section 24;

Thence with the grantors' east line and said section line, South 05°01'02" West, a distance of 26.60 feet;

Thence leaving said grantors' east line and section line, North 84°58'59" West, a distance of 30.00 feet to a point in the existing west right of way line of Township Line Road (60' R/W);

Thence with said west right of way line, South 05°01'02" West, a distance of 98.33 feet to the **Principal Point of Beginning** for this description;

Thence continuing with said west right of way line, South 05°01'02" West, a distance of 152.54 feet to a point in the herein described Temporary Easement;

Thence through the grantors' property, with the herein described Temporary Easement for the following two courses:

1. North 84°58'59" West, a distance of 5.00 feet to a point;
2. North 00°50'10" East, a distance of 152.95 feet to a point in the new west right of way line for Township Line Road;

Thence with said new west right of way line, South 84°58'59" East, a distance of 16.15 feet to the **Principal Point of Beginning**, containing 0.0370 acre (1613 square feet), more or less,

Legal Description 3T1  
March 30, 2023  
Page 2

The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83(2011) by GPS utilizing ODOT VRS.

This legal description is based on a survey completed by LJB Inc. in May of 2020 for the Township Line Road Bridge over Newman's Run Project in Wayne Township and Clearcreek Township. This survey references right of way lines established by said survey. This legal description was prepared by David Hulsmeyer, P.S. (Ohio Registration Number 8548) of LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342.



Exhibit "A"

**Dale R. Pleimann and  
Susan Huff Pleimann  
Temporary Easement – 3T2  
For Township Line Road Bridge  
(Bridge No. 134-3.76)  
PIN #09-24-200-003**

Situated in Section 24, Town 4, Range 4, M.R.S., Clearcreek Township, Warren County, Ohio, along the west side of Township Line Road, being part of a 30.59 acre tract conveyed to Dale R. Pleimann and Susan Huff Pleimann, Grantors, by deed recorded in Document #2021-029039 in the Warren County Recorder's Office and being more particularly described as follows:

Commencing at the grantors' northeast corner, being in the east line of Section 24;

Thence with the grantors' east line and said section line, South 05°01'02" West, a distance of 26.60 feet;

Thence leaving said grantors' east line and section line, North 84°58'59" West, a distance of 30.00 feet to a point in the existing west right of way line of Township Line Road (60' R/W) and the **Principal Point of Beginning** for this description;

Thence with the new west right of way line for Township Line Road, North 84°58'59" West, a distance of 5.16 feet to a point in the herein described Temporary Easement;

Thence through the grantors' property, with the herein described Temporary Easement, North 00°38'55" East, a distance of 32.01 feet to a point in the grantor's north line;

Thence with the grantors' north line, South 76°55'58" East, a distance of 7.67 feet to a point in the existing west right of way line for Township Line Road;

Thence with said existing west right of way line, South 05°01'02" West, a distance of 30.84 feet to the **Principal Point of Beginning**, containing 0.0046 acre (199 square feet), more or less,

The bearings for this description are based on Ohio State Plane Coordinates, South Zone, NAD83(2011) by GPS utilizing ODOT VRS.

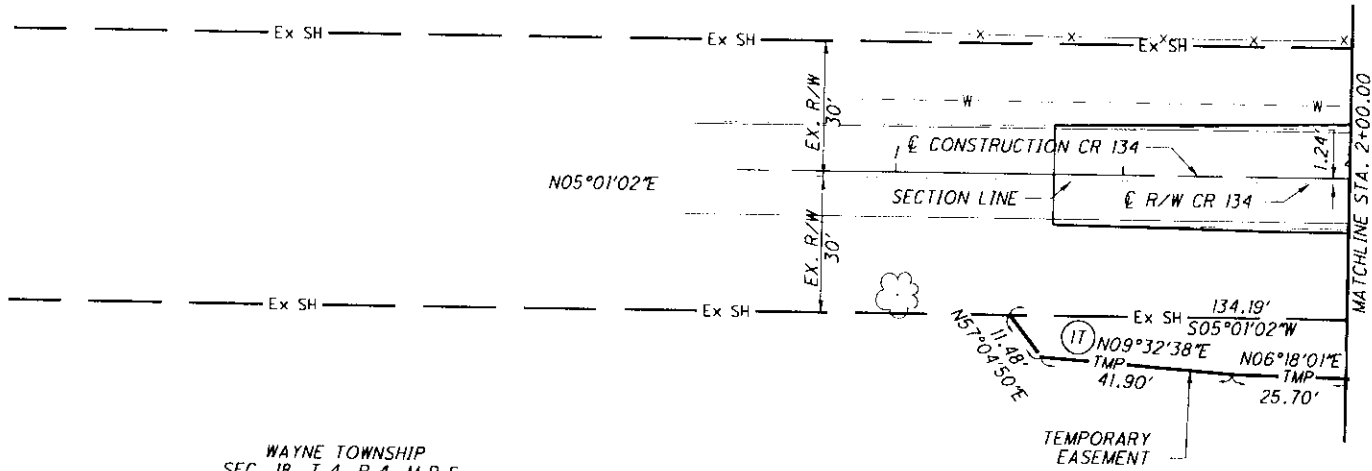
This legal description is based on a survey completed by LJB Inc. in May of 2020 for the Township Line Road Bridge over Newman's Run Project in Wayne Township and Clearcreek Township. This survey references right of way lines established by said survey. This legal description was prepared by David Hulsmeyer, P.S. (Ohio Registration Number 8548) of LJB Inc., 2500 Newmark Drive, Miamisburg, Ohio 45342.



SITUATE IN:  
 SECTIONS 18 & 24. TOWN 4. RANGE 4. M.R.S.  
 CLEARCREEK TOWNSHIP  
 WAYNE TOWNSHIP  
 WARREN COUNTY, OHIO

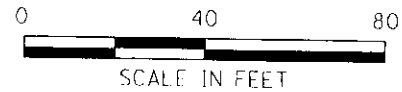
SEC. 24, T.4, R.4, M.R.S.  
 CLEARCREEK TOWNSHIP

WAYNE TOWNSHIP  
 SEC. 18, T.4, R.4, M.R.S.



① A. JACK RAMEY AND  
 LISA M. RAMEY  
 PARCEL ID: 09-18-100-012  
 O.R. 1359, PG. 442  
 2.52 ACRES  
 TEMPORARY  
 EASEMENT AREA = 0.0298 AC. (1,299 SF)

NORTH & BEARING SYSTEM ARE  
 BASED ON OHIO STATE PLANE  
 COORDINATES, SOUTH ZONE  
 NAD83 (2011) BY GPS UTILIZING  
 ODOT VRS



LJB Inc. • 2500 Newmark Drive  
 Miamisburg, OH 45342  
 (937) 259-5000 tel • (937) 259-5100 fax • LJBinc.com



JOB#: 0115436A.00	PROJECT: WAR CR 134-03.76
DATE: 5/15/2023	PROPOSED EASEMENT: EXHIBIT 'B'
SCALE: 1"=40'	DSGN: JLM
SHEET NO: 1 / 2	DRWN: JLM
	CHKD: DH

SITUATE IN:  
 SECTIONS 18 & 24, TOWN 4, RANGE 4, M.R.S.  
 CLEARCREEK TOWNSHIP  
 WAYNE TOWNSHIP  
 WARREN COUNTY, OHIO

NORTH & BEARING SYSTEM ARE  
 BASED ON OHIO STATE PLANE  
 COORDINATES, SOUTH ZONE  
 NAD83 (2011) BY GPS UTILIZING  
 ODOT VRS

SEC. 24, T.4, R.4, M.R.S.  
 CLEARCREEK TOWNSHIP

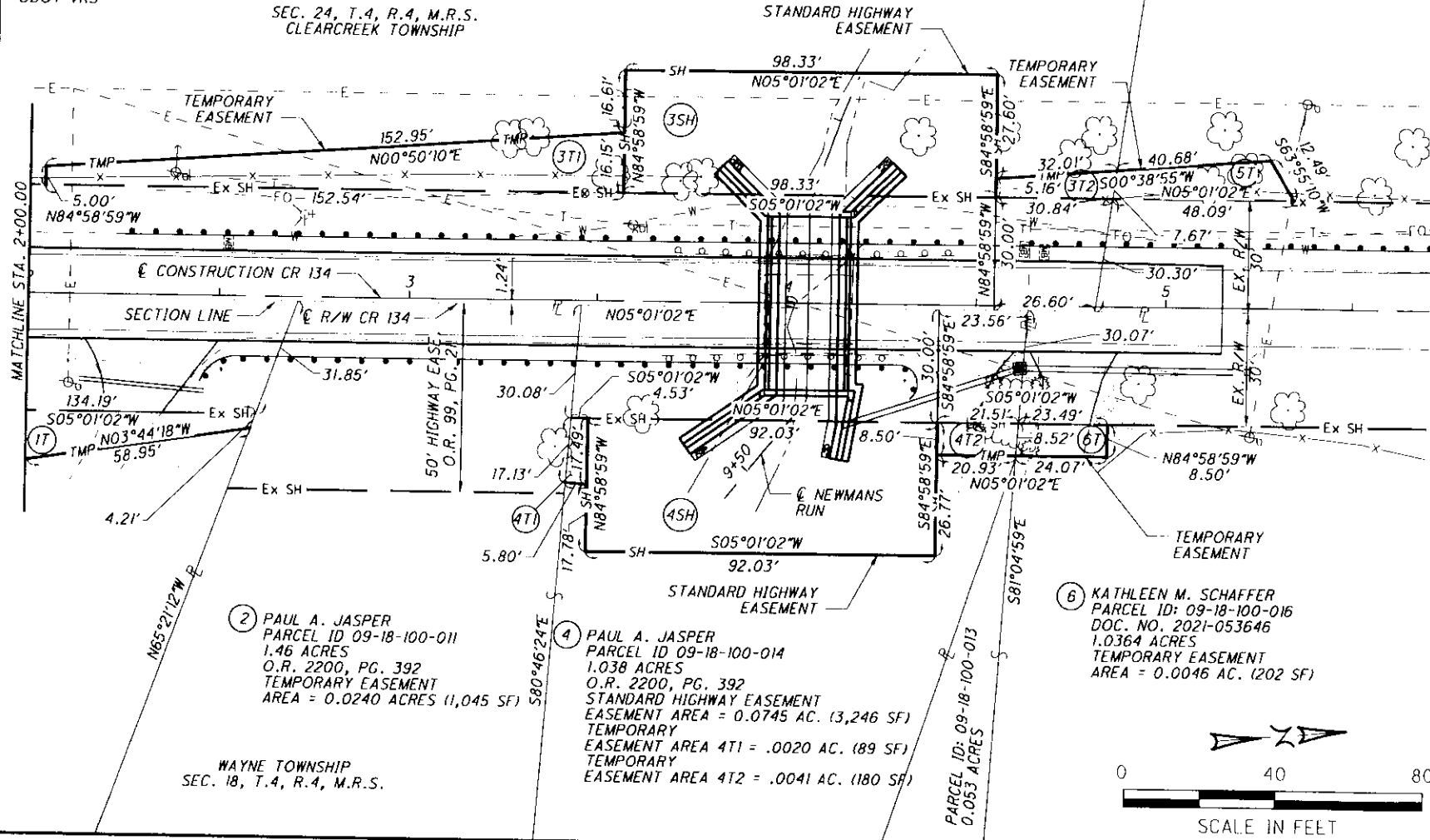
③ DALE R. PLEIMANN &  
 SUSAN HUFF PLEIMANN  
 PARCEL ID: 09-24-200-003  
 DOCUMENT #2021-029039  
 30.59 ACRES  
 STANDARD HIGHWAY EASEMENT  
 EASEMENT AREA = 0.0740 AC. (3221 SF)  
 TEMPORARY  
 EASEMENT AREA 3T1 = 0.0370 AC. (1613 SF)  
 TEMPORARY  
 EASEMENT AREA 3T2 = 0.0046 AC. (199 SF)

⑤ ERIN JOY BRODIE MORGAN  
 PARCEL ID: 09-24-200-002  
 DOC. NO. 2020-022017  
 9.957 ACRES  
 TEMPORARY EASEMENT  
 AREA = 0.0094 AC. (410 SF)

② PAUL A. JASPER  
 PARCEL ID 09-18-100-011  
 1.46 ACRES  
 O.R. 2200, PG. 392  
 TEMPORARY EASEMENT  
 AREA = 0.0240 ACRES (1,045 SF)

④ PAUL A. JASPER  
 PARCEL ID 09-18-100-014  
 1.038 ACRES  
 O.R. 2200, PG. 392  
 STANDARD HIGHWAY EASEMENT  
 EASEMENT AREA = 0.0745 AC. (3,246 SF)  
 TEMPORARY  
 EASEMENT AREA 4T1 = .0020 AC. (89 SF)  
 TEMPORARY  
 EASEMENT AREA 4T2 = .0041 AC. (180 SF)

⑥ KATHLEEN M. SCHAFER  
 PARCEL ID: 09-18-100-016  
 DOC. NO. 2021-053646  
 1.0364 ACRES  
 TEMPORARY EASEMENT  
 AREA = 0.0046 AC. (202 SF)



LJB Inc. • 2500 Newmark Drive  
 Mansfield, OH 44842  
 (937) 259-5000 tel • (937) 259-5100 fax • LJBinc.com



JOB #: 015436A.00  
 DATE: 05/15/2023

PROJECT: WAR CR 134-03.76  
 PROPOSED EASEMENT: EXHIBIT 'B'

DSGN: JLM  
 DRWN: JLM  
 CHKD: DH  
 SHEET NO: 2 / 2  
 SCALE: 1"=40'

# Resolution

Number 24-0469

Adopted Date April 02, 2024

AUTHORIZING THE WATER AND SEWER DEPARTMENT TO PARTICIPATE IN THE DEERFIELD TOWNSHIP 2024 ROADWAY ASPHALT PAVEMENT RESURFACING PROGRAM AND PROVIDE COMPENSATION FOR ROADWAY REPAIRS

WHEREAS, to protect the health and safety of residents, Deerfield Township has adopted an annual roadway and asphalt pavement resurfacing program with the purpose of constructing, rebuilding, restoring, and/or replacing deteriorated public roadways, pedestrian walkways, sidewalks and paved recreational trails; and

WHEREAS, the Warren County Water and Sewer Department performs approximately 250 watermain break repairs each year with several of the repairs occurring in Deerfield Township roadways and sidewalks that are scheduled for rehabilitation as part of the township annual pavement resurfacing program; and

WHEREAS, it is the desire of this Board to minimize disruption to residents, reduce traffic congestion related to construction, and to develop cost effective collaborative solutions with the township; and

WHEREAS, the main break locations listed in **Table 1** are eligible for participation in the Township's 2024 pavement resurfacing program and that additional locations maybe identified that qualify under the program; and

*Table 1*

LOCATION	DESCRIPTION	REPAIR/RESTORATION
8948 Creekwood Drive	60 square feet of sidewalk replacement	\$750
3296 Wildwood Drive	20 linear feet of curb replacement	\$1,030
3296 Wildwood Drive	100 square feet of sidewalk replacement	\$1,250
3620 Stoneboat Court	24.05 tons of full-depth asphalt replacement	\$7,817
8622 South Cove Drive	82 linear feet of curb replacement	\$4,223
9317 Mason-Montg Rd	100 square feet of sidewalk replacement	\$1,250
<b>TOTAL</b>		<b>\$16,320</b>

NOW THEREFORE BE IT RESOLVED:

1. Authorize the Warren County Water and Sewer Department to participate in the Deerfield Township 2024 Roadway Asphalt Roadway Resurfacing project for the locations listed in Table 1 and for other locations that may be identified at a later date.
2. Authorize reimbursement compensation to Deerfield Township for the costs incurred associated with Warren County Water Department main breaks with payment to be made upon successful completion of the work.
3. Authorize the Water & Sewer Department to issue a Purchase Order in the amount of \$25,000 to be make payable to Deerfield Township for cost associated with the Townships 2024 Roadway Asphalt Pavement Resurfacing Program.

RESOLUTION #24-0469  
APRIL 02, 2024  
PAGE 2

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 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Water/Sewer (file)

# Resolution

Number 24-0470

Adopted Date April 02, 2024

AUTHORIZING THE WARREN COUNTY BOARD OF COMMISSIONERS TO ENTER INTO A CAREER SERVICES AGREEMENT WITH AREA 12 -BCW/WORKFORCE DEVELOPMENT BOARD FOR THE DATES OF JULY 1, 2023, TO JUNE 30, 2024

WHEREAS, the Career Services agreement does not need to be procured; and

WHEREAS, it was advised the BCW/Workforce Development Board could enter into an agreement with the counties for the dates of July 1, 2023 to June 30, 2024; and

WHEREAS, the BCW/Workforce Development Board attorney has advised each county must have their own agreement.

NOW THEREFORE BE IT RESOLVED, that the BCW/Workforce Development Board does hereby approve entering into a Career Services agreements with Warren County for the date range of July 1, 2023, to June 30, 2024 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 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

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

**PROGRAM YEAR 2023 AND 2024 SUB-GRANT AGREEMENT**

**BETWEEN**

**WORKFORCE INVESTMENT BOARD OF BUTLER|CLERMONT|WARREN**

and

Board of Commissioners, Warren County, Ohio

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI	VK7ZTV8EE51
FEDERAL AWARD IDENTIFICATION # (FAIN)	
FEDERAL AWARD DATE	JULY 1, 2023
TOTAL FEDERAL AWARD	\$1,767,044.00
TOTAL AWARD TO THE SUB-RECIPIENT	\$440,535.61
FEDERAL AWARDDING AGENCY	US DOL
CFDA #	17.258 – WIOA Adult 17.278 – WIOA DW
PASS THROUGH ENTITY	ODJFS
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	406 Justice Dr., Suite 301 Lebanon, OH 45036 Office 513-205-8423

Per the Stevens Amendment this Workforce Innovation and Opportunity Act Sub-grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$3,318,085

**PROGRAM YEAR 2023/2024 SUB-GRANT AGREEMENT FOR CAREER SERVICES**

This sub-grant agreement, entered into by and between **WORKFORCE DEVELOPMENT BOARD OF BUTLER|CLERMONT|WARREN** hereinafter referred to as BCW/Workforce, having its principal office at 406 Justice Dr., Suite 301 Lebanon, OH 45036 and the Area 12 Chief Elected Officials Consortium (“Consortium”) AND the Board of County Commissioners, **Warren County, Ohio (“Sub-Grantee”)**, having their principal office 406 Justice Drive, Lebanon, Ohio 45036 to begin on July 1, 2023 and to terminate June 30, 2024.

**RECITALS**

WHEREAS, BCW/Workforce and the Area 12 Consortium of Elected Officials and Sub-grantee wish to enter into a Subgrant Agreement to provide Title I Career Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers and youth; and

WHEREAS, BCW/Workforce and the Area 12 Consortium of Elected Officials and Sub-grantee wish to also provide for Sub-Grantee to provide career and related services as may be required as a result of additional formula or discretionary grants awarded to Workforce Development Area 12 or to the BCW/Workforce; and

WHEREAS, at their meeting on June 1, 2023, the BCW/Workforce and the BCW/Workforce Consortium of Local Elected Officials approved entry into this Subgrant Agreement; and

WHEREAS, the parties wish to set forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with other partners providing such services throughout Area 12;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

## ARTICLE I

### I. PURPOSE

- 1.1 The purpose of this Subgrant Agreement is to provide for the delivery of career and related services under an award of Workforce Innovation and Opportunity Act (WIOA) funds as well as other discretionary federal and state grant funds.
- 1.2 Sub-Grantee agrees to comply with the requirements of:
  - a. WIOA and administer their program in accordance with the applicable federal regulations at, 20 CFR 603, et seq, and
  - b. 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and
  - c. Any additional policies and procedures referenced in this document.
- 1.3 Any violation of fiscal policies and procedures, identified through monitoring, audit or self-reported, shall be resolved in coordination with and through procedures developed by the Area 12 Board.
- 1.4 The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

## ARTICLE II

### II. FISCAL AGENT AND ALLOCATION OF FUNDS

- 2.1 Warren County serves as the Fiscal Agent for all Area 12. Warren County has assigned certain duties to Salvatore Consiglio, CPA. (SC CPA)
- 2.2 Sub-grantee shall submit requests for funds to Sal Consiglio CPA (SC CPA) via expenditures and accruals reported in CFIS Web WIOA Ledger Reporting ("CFIS Web WIOA LR"). In addition, Sub-grantee shall submit requests for funds in the CFIS Web WIOA state system. SC CPA shall be responsible for sending cash requests to the Ohio Department of Job and Family Services (ODJFS) and receiving electronic funds transfers for purposes of disbursement of the grant funds in accordance with the CFIS Web WIOA draw request. Sub-Grantee shall deposit its funds into a separate WIOA account/fund within their county.
- 2.3 Fiscal Agent through SC CPA shall track Sub-Grantee's expenditures against the allocation agreed to by the Area 12 Board and the Consortium of Elected Officials.



- a. The area will operate on a cost-reimbursement system that is compliant with 2 CFR 200.305.
- b. When Sub-Grantee reaches its cap for the program year, SC CPA shall cease disbursing funds to Sub-Grantee. If Sub-Grantee is significantly under-spent, SC CPA shall contact Sub-Grantee to identify the reason for the under-spending and to assist Sub-Grantee to increase their expenditure levels and shall report to the Area 12 governing boards which may consider reallocation to other Sub-Grantees within Area 12.

2.4 The Area 12 governing boards may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to WIOA formula funds, Comprehensive Case Management Employment Program (CCMEP), Temporary Assistance for Needy Families (TANF), Rapid Response (RR), National Emergency Grants (NEG) or National Dislocated Worker Grants (NDWG), Ohio Works Incentive Program (OWIP), Veterans programs, various other USDOL grants, Ohio Department of Job and Family Services (ODJFS) discretionary funds or other state programs, and other special project funds. Any such funds, less applicable Area 12 administrative costs, shall be transmitted to Sub-Grantee through the Area 12 SC CPA after an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIOA system has been sent to Sub-grantee.

2.5 These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.

2.6 Sub-grantee shall be awarded Four Hundred Forty Thousand, Five Hundred Thirty-Five Dollars and Sixty-One Cents (\$440,535.61) for the period July 1, 2023, to June 30, 2024, for the conduct of the programs and grants described herein.

### ARICLE III

#### III. DUTIES OF THE BCW/Workforce

3.1 The BCW/Workforce in consultation with the Consortium of Elected Officials shall be the awarding entity.

3.2 The BCW/Workforce shall be responsible for notifying Sub-Grantee of the amount of its grant(s) via an official allocation notice by distributing the funds through the CFIS Web WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

3.3 The BCW/Workforce shall be responsible for:

- a. Planning and prepare a strategic direction for Area 12 that is compliant with WIOA and ODJFS requirements to:
  - i. Assess the general workforce needs of the area;
  - ii. Negotiate performance standards for the area with the state;
  - iii. Set goals and parameters for meeting performance standards and continuous improvement;
  - iv. Provide parameters to implement WIOA Adult, Dislocated Worker, and Youth programs, as well as non-formula projects;
  - v. Encourage and participate in regional planning efforts;
  - vi. Foster the sharing of best practices, including maintenance of a website containing information about the operation of WIOA and OhioMeansJobs center delivery system within Area 12; and
  - vii. Such other requirements and elements as contained in WIOA or other applicable federal and state legislation, polices, and guidelines.
  
- b. Developing and maintaining policies and processes for the following:
  - i. Administration of WIOA Programs in Area 12
  - ii. Public records requests
  - iii. Waivers to Area 12 policy and sub-grantee policy and process guidelines
  - iv. Record retention for a minimum of five (5) years following the close of the grant or if there is outstanding litigation associated with the grants until the litigation is resolved, whichever is longer.
  - v. Conflict of interest policies
  - vi. Sensitive information and technological security policies
  - vii. Oversight and monitoring

- viii. Complaint and hearing procedures
  - ix. One-stop Memorandum of Understanding (MOU) including guidelines for what must be included in local MOUs
  - x. Selection of a one-stop operator who shall facilitate coordination activities among the one-stop partners
- c. Financial Administration of WIOA Programs
- i. Approve the allocation formula methodology for sub-grantees and administer the process for reallocation within Area 12
  - ii. Annual expenditure rate requirements
  - iii. Voluntary releases and reallocations or transfers of funds between Area 12's member counties
  - iv. Procurement, requests for proposals (RFP), and contracting guidelines
  - v. All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in **2 CFR 200.33, 200.313, 200.314, and 2 CFR 200.439 as applicable.**
  - vi. Preparing the budget for local Area 12
  - vii. Ensuring cash management principles are followed
  - viii. Being responsible for grant closeout procedures, as required by WIOA and ODJFS
- d. Audits
- i. BCW/Workforce staff shall be responsible for audit resolution in conjunction with SC CPA and Sub-Grantee.
  - ii. Perform audits to ensure compliance with all applicable federal, state, local laws, and board policies
  - iii. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings related to federal, state, or local funds.
- e. Monitoring as follows:

- i. Oversight and monitoring of the Adult, Dislocated Worker, and Youth programs
  - ii. Oversight and monitoring of the entire OhioMeansJobs center delivery system.
  - iii. Oversight and monitoring of discretionary workforce grants awarded to the BCW/Workforce and allocated, or sub granted to Sub-Grantee
  - iv. Review monthly activity and monitoring reports
  - v. Provide for desk reviews and oversee any necessary corrective action
  - vi. Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
  - vii. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the BCW/Workforce and the Consortium. Any such proposed action would be subject to redress through a dispute resolution process.
- f. Policies Regarding Programs, Services, and Activities for WIOA Adults and Dislocated Workers such as but not limited to:**
- i. Rapid Response and/or funding special or non-formulary projects
  - ii. Definitions relevant to WIOA Adult and Dislocated Worker eligibility, including any self-sufficiency income test
  - iii. Career services, including supportive services
  - iv. Training services, including Individual Training Accounts (ITA) and On-the-Job Training (OJT)
  - v. Follow-up and post placement services
  - vi. The WIOA Adult Priority of Services
  - vii. Veterans' priority of service
  - viii. Eligible training providers
- ix. Policies Regarding Programs, Services, and Activities for WIOA Youth

- x. Definitions relevant to Youth for eligibility purposes
  - xi. Youth work experience, including the requirements in WIOA for at least 25 percent of WIOA Youth funds to be spent on work experiences
  - xii. Youth provider procurement and approval processes
  - xiii. Guidance for OhioMeansJobs centers
  - xiv. Information, technical assistance, and best practices to assist in continuous improvement efforts
  - xv. Ensure that OhioMeansJobs centers are certified, maintained, and managed; as well as assess physical and programmatic accessibility in accordance with section 188 of WIOA and any applicable provisions of the Americans with Disabilities Act of 1990
- g. Policies Related to Employer Services and Business Relations Services**
- i. Incumbent Worker Training (IWT)
  - ii. Processing job orders
  - iii. The use of OhioMeansJobs.com as a business tool
  - iv. Referral of business inquiries
  - v. Coordination for business inquiries which affect more than one Sub-Grantee
  - vi. Network with various contacts to further best practices

## ARTICLE IV

### IV. DUTIES OF SUB-GRANTEE

4.1 Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities, in accordance with the guidelines established by the BCW/Workforce and WIOA.

- a. Sub-Grantee shall oversee the management of the OhioMeansJobs center.

- b. Sub-Grantee will carry out these duties in coordination with legislative one stop and community partners and as requested by the BCW/Workforce negotiate MOUs with local partners and submit to the Area 12 for approval.
- c. Funds provided under this agreement shall be expended in accordance with all applicable federal statutes, regulations, terms, and conditions of the subawards, policies, including those of WIOA, and directed toward achieving the negotiated federal, state, and local area performance levels.
- d. Sub-Grantee shall establish and operate a WIOA-compliant workforce development system, which provides services to the community pursuant to WIOA, as well as to eligible individuals and employers.
- e. Sub-Grantee shall develop, submit, and monitor workforce development plans as required by the BCW/Workforce.
- f. Sub-Grantee shall administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by ODJFS and the BCW/Workforce, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in CFIS Web WIOA Client Tracking ("CFIS Web WIOA CT") or other required data system in place at the time.
  - i. Sub-Grantee shall utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
  - ii. Sub-Grantee shall only enroll participants into programs listed on BCW/Workforce's Eligible Training Providers List.
- g. Sub-Grantee shall follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers as appropriate.
- h. Sub-Grantee shall provide information for sharing best practices within Area 12.
- i. Sub-Grantee shall provide services to employers and job seekers as required under WIOA, including the tracking of self-service and universal customers, via CFIS OMJ Module or other required data system in place at the time.
- j. Sub-Grantee shall report expenses paid using funds passed to Sub-Grantee by the BCW/Workforce for individual participants and non-participant ("n/a") costs in CFIS Web WIOA CT and LR, and report to SC CPA through CFIS Web WIOA.

- k. Sub-Grantee shall cooperate in the ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.

#### 4.2 Performance

- a. Sub-Grantee shall meet or exceed the negotiated WIOA federal performance measures. The BCW/Workforce and Consortium of Elected Officials will review Sub-Grantee performance on a quarterly basis and provide technical assistance.
- b. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee shall develop a corrective action plan and shall work with BCW/Workforce staff to resolve any performance issues.

#### 4.3 Sub-Grantee shall be responsible for establishing a system of internal controls that include a separation of duties as it applies to the management of grant funds. Sub-Grantee shall:

- I. Perform self-monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- II. Cooperate in the performance of an annual risk assessment based upon monitoring requirements established by ODJFS
- III. Cooperate with BCW/Workforce staff to provide information and documentation necessary to resolve audit findings.
- IV. Provide information and cooperate with BCW/Workforce and ODJFS monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- V. Provide a corrective action plan within 60 days of the identification of any deficiencies and take such corrective action as necessary to cure the deficiencies related to the programs or funds awarded.
- VI. Provide ODJFS, BCW/Workforce, DOL, or the Comptroller General of the United States access to records as may be requested.
- VII. Retain all records as specified in 2 CFR 200.333, BCW/Workforce and ODJFS policy.
- VIII. Adhere to all applicable property management and equipment standards as set forth in 2 CFR 200.311 and 2 CFR 200.313.

4.4 Sub-Grantee shall adhere to and comply with the following fiscal requirements

- a. Ensure grant funds are expended within the period of performance set by the grant funding stream awards and as needed and as may be agreed to by all the County members of the consortium participate in a reallocation process of WIOA funds within Area 12.
- b. Apply an indirect cost rate if negotiated or other approved cost allocation methodology to funds received in accordance with 2 CFR 200.414.
- c. Follow systems, policies, and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
- d. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- e. Procurement in a manner consistent with federal, state, and Area 12 requirements.
- f. Provide or assist BCW/Workforce in providing financial and program reports as required by ODJFS
- g. Comply with cost allocation requirements.
- h. Comply with matching requirements applicable to program activities.
- i. Comply with closeout requirements.
- j. Comply with all BCW/Workforce fiscal policies and procedures.

ARTICLE V

V. Definitions

- 5.1 "Agreement" or "Contract" means a legal instrument for the purchase of property or services needed to carry out the project or program under a federal award.
- 5.2 "Corrective action" means action taken by the following a complaint, monitoring finding or audit finding that:
  - a. Corrects identified deficiencies;
  - b. Produces recommended improvements; or



- c. Demonstrates that monitoring or audit findings are either invalid or do not warrant additional corrective action.
- 5.3 "Federal award" means the federal financial assistance that Area 12 receives directly from the federal awarding agency or ODJFS. All federal awards issued are assigned a single number in the catalog of federal domestic assistance (CFDA).
- 5.4 "Federal award date" means the date when the federal award is signed by the authorized official of the federal awarding agency.
- 5.5 "Internal control" means a process designed to provide reasonable assurance regarding the achievement of objectives in the following categories:
- a. Effectiveness and efficiency of operations;
  - b. Reliability of financial reporting for internal and external use; and
  - c. Evaluating and monitoring compliance with applicable laws and regulations.
- 5.6 "Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. ODJFS is the pass-through entity for Area 12.
- 5.7 "Single audit" means an audit that includes both the entity's financial statements and the federal awards as described in 2 C.F.R. part 200 for entities which expend seven hundred fifty thousand dollars or more during the entity's fiscal year in federal awards or subawards.
- 5.8 "Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award. It does not include payments to a contractor or payments to an individual who is a beneficiary of a federal program. A subaward may be provided through any form of a legal agreement, including an agreement that the pass-through entity considers a contract.
- 5.9 "Sub-Grantee" means an entity that receives a sub award.
- 5.10 "Subgrant agreement" is the grant agreement or legal instrument by which the BCW/Workforce and the Consortium of Elected Officials issues a subaward to a sub-recipient.

## ARTICLE VI

### VI. GENERAL TERMS

6.1 Insurance. The cost of insurance is an allowable grant cost. Butler County agrees to name the BCW/Workforce as an additional insured under its policy and to ask its insurer to issue a certificate of insurance naming the BCW/Workforce under their policy.

Sub-grantee shall indemnify the BCW/Workforce and the Consortium of Elected Officials to the extent permitted under Ohio Law and may purchase such insurance as is necessary to provide the indemnification and to limit the liability of Sub-grantee.

Sub-grantee will be responsible for the consequences of its negligence or failure to perform in accordance with this agreement and will defend BCW/Workforce against claims upon the county's negligence or failure to perform.

6.2 **Disputes.** Any dispute which cannot be resolved between the BCW/Workforce and Sub-Grantee shall be submitted to the Area 12 Consortium of Chief Elected Officials which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution. Parties shall make a good faith effort to mediate and resolve disputes informally prior to accessing formal channels of dispute resolution.

6.3 Vested Powers All powers not explicitly vested in the Sub-grantee by this Sub-grant Agreement will remain with BCW/Workforce.

6.4 Sub-grantee shall comply with Maintenance of Effort Requirements

6.5 Sub-grantee shall not participate in unallowable, fraudulent or criminal activities.

6.6 Notice shall be provided to the Sub-grantee Chief Elected Official at the address identified in the first paragraph of this sub-grant agreement. Notice shall be sufficient when hand delivered or mailed to the other party.

6.7 Amendments.

If either Sub-grantee or BCW/Workforce wishes to modify, change, or amend this Sub-grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-grant

Agreement. No such change shall be effective until a formal amendment to this Sub-grant Agreement is executed by both parties.

#### 6.8 Termination

- a. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party. Sub-grantee shall be paid for expenses incurred through the date of termination.
- b. This Agreement may be terminated for cause in the event of:
  - i. A breach of any of the terms or conditions under this sub-grant agreement; or
  - ii. A violation of the rules and regulations applicable to the sub-grants.
- c. In the event of a termination for cause a notice of the violation shall be provided in writing to the sub-grant recipient. The sub-grant recipient shall have thirty days to provide a corrective action plan acceptable to the BCW/Workforce and the Consortium of Elected Officials. If a plan is not provided within the thirty (30) day period termination shall be effective on the thirtieth (30<sup>th</sup>) day and the BCW/Workforce and Consortium of Elected Officials shall not be obligated for further payments.

#### 6.9 In addition to WIOA and other federal authorizing legislation for grants received Sub-grantee shall comply and adhere to the following applicable laws:


- a. Maintaining a Drug Free Workplace
- b. Not contract with any entity on the Federal Debarment and Suspension List and Sub-grantee certifies they are not on the Federal Debarment and Suspension List.
  - i. Sub-grantee shall not contract with corporations with felony criminal convictions P.L. 115-141, Division E, Title VII, Section 746.
  - ii. Sub-grantee shall not contract with corporations with unpaid tax liability P.L. 115-141, Division E, Title VII, Section 745.
- c. Sub-grantee shall not use funds available under this agreement - for any Lobbying Activities and shall adhere to the Hatch Act and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- d. Sub-grantee shall comply with the laws applicable to prohibiting Environmental Tobacco Smoke

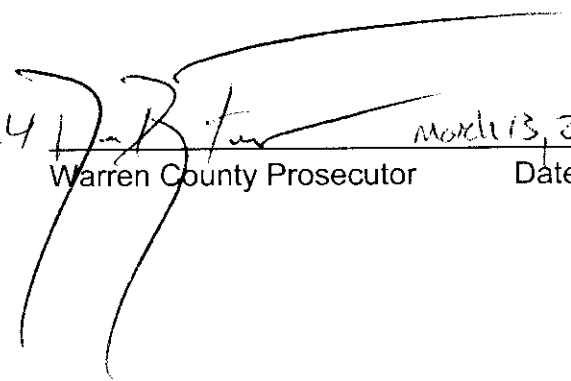
- e. Sub-grantee shall comply with Executive Order 11246, Equal Employment Opportunity, Nondiscrimination and EEO.
  - i. Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
  - ii. Sub-grantee shall comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
  - iii. Sub-grantee shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.
  - iv. Sub-grantee shall to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).
- f. Sub-grantee shall comply with the Buy American Act.
- g. Sub-grantee shall comply with WIOA participant record privacy and confidentiality requirements and shall comply with Title IX of the Education Amendments of 1972, as amended
- h. Sub-grantee shall comply with the Clean Water Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387
- i. Sub-grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145 and 29 C.F.R. part 3).
- j. Sub-grantee shall comply with the Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148 and 29 C.F.R. part 5)
- k. Sub-grantee shall not use the funds under this sub-grant agreement for religious activities.
- l. Sub-grantee shall comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708 and 29 C.F.R. part 5)
- m. Sub-grantee shall comply with the Rights to Inventions (37 C.F.R. 401)
- n. Sub-grantee shall comply with the prohibition on certain telecommunications and video surveillance services or equipment. As described in 2 CFR §200.216
- o. Sub-grantee shall comply with the Immigration and Naturalization service regulations for employers and employees\_ **Public Law 107 -124 and 107-125**

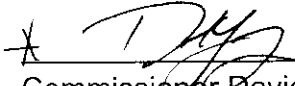
- p. Sub-grantee shall comply with anti-trafficking laws. 22 U.S.C. 7102 et seq.
- q. Sub-grantee shall comply with the WIOA relocation prohibitions as they apply to work-based training.
- r. Sub-grantee shall comply with collective bargaining agreements and shall not use funds under this sub-grant to promote or deter union organizing,
- s. Sub-grantee shall comply with WIOA and Ohio Ethics and Conflict of Interest provisions
- t. Sub-grantee shall comply with all requirements of the Federal award. This includes the provisions of FFATA, and limits on executive compensation. 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310
- u. Sub-grantee shall comply with Disaster Recovery Plans.
- v. Sub-grantee will be responsible for the consequences of its negligence or failure to perform in accordance with this Agreement and will defend the BCW/Workforce and the Consortium of Elected Officials against claims based upon the Sub-Grantee's negligence or failure to perform.
- w. Sub-grantee shall adhere to 2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- x. Sub-grantee shall adhere to 2 CFR §200.300 Statutory and national policy requirements.
- y. Sub-grantee shall adhere to 2 CFR §200.323 Procurement of recovered materials appropriate.
- z. Sub-grantee shall adhere to 2 CFR §200.322 Domestic preferences for procurement.

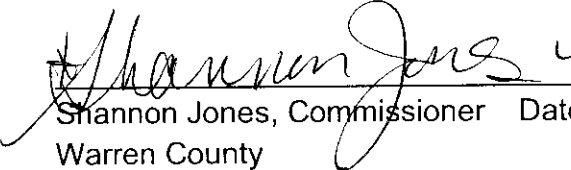
This agreement is retroactive to July 1, 2023, and shall be in effect for one (1) year, through June 30, 2024, unless otherwise amended prior to the expiration date.

PROGRAM YEAR 2023 AND 2024 SUB-GRANT AGREEMENT  
SIGNATURE PAGE

 4-2-24  
\_\_\_\_\_  
Commissioner Tom Grossmann Date  
Warren County  
Sub-Grantee Local Elected Official

 March 13, 2024  
\_\_\_\_\_  
Warren County Prosecutor Date

 4-2-24  
\_\_\_\_\_  
Commissioner David Young Date  
Warren County  
Sub-Grantee Local Elected Official

 4-2-24  
\_\_\_\_\_  
Shannon Jones, Commissioner Date  
Warren County  
Sub-Grantee Local Elected Official and Area 12 Consortium Fiscal Agent

\_\_\_\_\_  
Tate Borcoman – Board Chair Elect Date  
BCW/Workforce – Area 12

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

**Sub-Grantee: Warren County  
Contract # 20-2303**

**PROGRAM YEAR 2023 AND 2024 SUB-GRANT AGREEMENT  
SIGNATURE PAGE**

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

\_\_\_\_\_  
Warren County Prosecutor Date

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

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

*Tate Borcoman 6/28/23*

\_\_\_\_\_  
Tate Borcoman – Board Chair Elect Date  
BCW/Workforce – Area 12

*Becky Ehling*

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

**PROGRAM YEAR 2023 AND 2024 SUB-GRANT AGREEMENT**

**BETWEEN**

**WORKFORCE INVESTMENT BOARD OF BUTLER|CLERMONT|WARREN**

and

Board of Commissioners, Clermont County, Ohio

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI	GR1JFLSDXX7K5
FEDERAL AWARD IDENTIFICATION # (FAIN)	
FEDERAL AWARD DATE	JULY 1, 2023
TOTAL FEDERAL AWARD	\$1,767,044.00
TOTAL AWARD TO THE SUB-RECIPIENT	\$431,214.00
FEDERAL AWARDDING AGENCY	US DOL
CFDA #	17.258 – WIOA Adult 17.278 – WIOA DW
PASS THROUGH ENTITY	ODJFS
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	406 Justice Dr., Suite 301 Lebanon, OH 45036 Office 513-205-8423

Per the Stevens Amendment this Workforce Innovation and Opportunity Act Sub-grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$3,318,085



**Sub-Grantee: Clermont County  
Contract # 20-2302**

**PROGRAM YEAR 2023/2024 SUB-GRANT AGREEMENT FOR CAREER SERVICES**

This sub-grant agreement, entered into by and between **WORKFORCE DEVELOPMENT BOARD OF BUTLER|CLERMONT|WARREN** hereinafter referred to as BCW/Workforce, having its principal office at 406 Justice Dr., Suite 301 Lebanon, OH 45036 and the Area 12 Chief Elected Officials Consortium ("Consortium") AND the Board of County Commissioners, **Clermont County, Ohio ("Sub-Grantee")**, having their principal office 101 E. Main St. 3<sup>rd</sup> Floor, Batavia, Ohio 45103 to begin on July 1, 2023 and to terminate June 30, 2024.

**RECITALS**

WHEREAS, BCW/Workforce and the Area 12 Consortium of Elected Officials and Sub-grantee wish to enter into a Subgrant Agreement to provide Title I Career Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers and youth; and

WHEREAS, BCW/Workforce and the Area 12 Consortium of Elected Officials and Sub-grantee wish to also provide for Sub-Grantee to provide career and related services as may be required as a result of additional formula or discretionary grants awarded to Workforce Development Area 12 or to the BCW/Workforce; and

WHEREAS, at their meeting on June 1, 2023, the BCW/Workforce and the BCW/Workforce Consortium of Local Elected Officials approved entry into this Subgrant Agreement; and

WHEREAS, the parties wish to set forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with other partners providing such services throughout Area 12;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

## ARTICLE I

### I. PURPOSE

1.1 The purpose of this Subgrant Agreement is to provide for the delivery of career and related services under an award of Workforce Innovation and Opportunity Act (WIOA) funds as well as other discretionary federal and state grant funds.

1.2 Sub-Grantee agrees to comply with the requirements of:

- a. WIOA and administer their program in accordance with the applicable federal regulations at, 20 CFR 603, et seq, and
- b. 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and
- c. Any additional policies and procedures referenced in this document.

1.3 Any violation of fiscal policies and procedures, identified through monitoring, audit or self-reported, shall be resolved in coordination with and through procedures developed by the Area 12 Board.

1.4 The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

## ARTICLE II

### II. FISCAL AGENT AND ALLOCATION OF FUNDS

2.1 Warren County serves as the Fiscal Agent for all Area 12. Warren County has assigned certain duties to Salvatore Consiglio, CPA. (SC CPA)

2.2 Sub-grantee shall submit requests for funds to Sal Consiglio CPA (SC CPA) via expenditures and accruals reported in CFIS Web WIOA Ledger Reporting ("CFIS Web WIOA LR"). In addition, Sub-grantee shall submit requests for funds in the CFIS Web WIOA state system. SC CPA shall be responsible for sending cash requests to the Ohio Department of Job and Family Services (ODJFS) and receiving electronic funds transfers for purposes of disbursement of the grant funds in accordance with the CFIS Web WIOA draw request. Sub-Grantee shall deposit its funds into a separate WIOA account/fund within their county.

2.3 Fiscal Agent through SC CPA shall track Sub-Grantee's expenditures against the allocation agreed to by the Area 12 Board and the Consortium of Elected Officials.

- a. The area will operate on a cost-reimbursement system that is compliant with 2 CFR 200.305.
  - b. When Sub-Grantee reaches its cap for the program year, SC CPA shall cease disbursing funds to Sub-Grantee. If Sub-Grantee is significantly under-spent, SC CPA shall contact Sub-Grantee to identify the reason for the under-spending and to assist Sub-Grantee to increase their expenditure levels and shall report to the Area 12 governing boards which may consider reallocation to other Sub-Grantees within Area 12.
- 2.4 The Area 12 governing boards may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to WIOA formula funds, Comprehensive Case Management Employment Program (CCMEP), Temporary Assistance for Needy Families (TANF), Rapid Response (RR), National Emergency Grants (NEG) or National Dislocated Worker Grants (NDWG), Ohio Works Incentive Program (OWIP), Veterans programs, various other USDOL grants, Ohio Department of Job and Family Services (ODJFS) discretionary funds or other state programs, and other special project funds. Any such funds, less applicable Area 12 administrative costs, shall be transmitted to Sub-Grantee through the Area 12 SC CPA after an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIOA system has been sent to Sub-grantee.
- 2.5 These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.
- 2.6 Sub-grantee shall be awarded Four Hundred Thirty-One Thousand Two Hundred Fourteen Dollars (\$431,214.00) for the period July 1, 2023, to June 30, 2024, for the conduct of the programs and grants described herein.

### ARICLE III

#### III. DUTIES OF THE BCW/Workforce

- 3.1 The BCW/Workforce in consultation with the Consortium of Elected Officials shall be the awarding entity.
- 3.2 The BCW/Workforce shall be responsible for notifying Sub-Grantee of the amount of its grant(s) via an official allocation notice by distributing the funds through the CFIS Web WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

**3.3 The BCW/Workforce shall be responsible for:**

- a. Planning and prepare a strategic direction for Area 12 that is compliant with WIOA and ODJFS requirements to:**
  - i. Assess the general workforce needs of the area;**
  - ii. Negotiate performance standards for the area with the state;**
  - iii. Set goals and parameters for meeting performance standards and continuous improvement;**
  - iv. Provide parameters to implement WIOA Adult, Dislocated Worker, and Youth programs, as well as non-formula projects;**
  - v. Encourage and participate in regional planning efforts;**
  - vi. Foster the sharing of best practices, including maintenance of a website containing information about the operation of WIOA and OhioMeansJobs center delivery system within Area 12; and**
  - vii. Such other requirements and elements as contained in WIOA or other applicable federal and state legislation, polices, and guidelines.**
  
- b. Developing and maintaining policies and processes for the following:**
  - i. Administration of WIOA Programs in Area 12**
  - ii. Public records requests**
  - iii. Waivers to Area 12 policy and sub-grantee policy and process guidelines**
  - iv. Record retention for a minimum of five (5) years following the close of the grant or if there is outstanding litigation associated with the grants until the litigation is resolved, whichever is longer.**
  - v. Conflict of interest policies**
  - vi. Sensitive information and technological security policies**
  - vii. Oversight and monitoring**
  - viii. Complaint and hearing procedures**

- ix. One-stop Memorandum of Understanding (MOU) including guidelines for what must be included in local MOUs
  - x. Selection of a one-stop operator who shall facilitate coordination activities among the one-stop partners
- c. Financial Administration of WIOA Programs
- i. Approve the allocation formula methodology for sub-grantees and administer the process for reallocation within Area 12
  - ii. Annual expenditure rate requirements
  - iii. Voluntary releases and reallocations or transfers of funds between Area 12's member counties
  - iv. Procurement, requests for proposals (RFP), and contracting guidelines
  - v. All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in 2 CFR 200.33, 200.313, 200.314, and 2 CFR 200.439 as applicable.
  - vi. Preparing the budget for local Area 12
  - vii. Ensuring cash management principles are followed
  - viii. Being responsible for grant closeout procedures, as required by WIOA and ODJFS
- d. Audits
- i. BCW/Workforce staff shall be responsible for audit resolution in conjunction with SC CPA and Sub-Grantee.
  - ii. Perform audits to ensure compliance with all applicable federal, state, local laws, and board policies
  - iii. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings related to federal, state, or local funds.

- e. Monitoring as follows:
  - i. Oversight and monitoring of the Adult, Dislocated Worker, and Youth programs
  - ii. Oversight and monitoring of the entire OhioMeansJobs center delivery system.
  - iii. Oversight and monitoring of discretionary workforce grants awarded to the BCW/Workforce and allocated, or sub granted to Sub-Grantee
  - iv. Review monthly activity and monitoring reports
  - v. Provide for desk reviews and oversee any necessary corrective action
  - vi. Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
  - vii. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the BCW/Workforce and the Consortium. Any such proposed action would be subject to redress through a dispute resolution process.
- f. Policies Regarding Programs, Services, and Activities for WIOA Adults and Dislocated Workers such as but not limited to:
  - i. Rapid Response and/or funding special or non-formulary projects
  - ii. Definitions relevant to WIOA Adult and Dislocated Worker eligibility, including any self-sufficiency income test
  - iii. Career services, including supportive services
  - iv. Training services, including Individual Training Accounts (ITA) and On-the-Job Training (OJT)
  - v. Follow-up and post placement services
  - vi. The WIOA Adult Priority of Services
  - vii. Veterans' priority of service
  - viii. Eligible training providers

- ix. Policies Regarding Programs, Services, and Activities for WIOA Youth
  - x. Definitions relevant to Youth for eligibility purposes
  - xi. Youth work experience, including the requirements in WIOA for at least 25 percent of WIOA Youth funds to be spent on work experiences
  - xii. Youth provider procurement and approval processes
  - xiii. Guidance for OhioMeansJobs centers
  - xiv. Information, technical assistance, and best practices to assist in continuous improvement efforts
  - xv. Ensure that OhioMeansJobs centers are certified, maintained, and managed; as well as assess physical and programmatic accessibility in accordance with section 188 of WIOA and any applicable provisions of the Americans with Disabilities Act of 1990
- g. Policies Related to Employer Services and Business Relations Services
- i. Incumbent Worker Training (IWT)
  - ii. Processing job orders
  - iii. The use of OhioMeansJobs.com as a business tool
  - iv. Referral of business inquiries
  - v. Coordination for business inquiries which affect more than one Sub-Grantee
  - vi. Network with various contacts to further best practices

#### ARTICLE IV

#### IV. DUTIES OF SUB-GRANTEE

4.1 Sub-Grantee will be responsible for establishing and operating comprehensive workforce development activities, in accordance with the guidelines established by the BCW/Workforce and WIOA.

- a. Sub-Grantee shall oversee the management of the OhioMeansJobs center.

- b. Sub-Grantee will carry out these duties in coordination with legislative one stop and community partners and as requested by the BCW/Workforce negotiate MOUs with local partners and submit to the Area 12 for approval.
- c. Funds provided under this agreement shall be expended in accordance with all applicable federal statutes, regulations, terms, and conditions of the subawards, policies, including those of WIOA, and directed toward achieving the negotiated federal, state, and local area performance levels.
- d. Sub-Grantee shall establish and operate a WIOA-compliant workforce development system, which provides services to the community pursuant to WIOA, as well as to eligible individuals and employers.
- e. Sub-Grantee shall develop, submit, and monitor workforce development plans as required by the BCW/Workforce.
- f. Sub-Grantee shall administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by ODJFS and the BCW/Workforce, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in CFIS Web WIOA Client Tracking ("CFIS Web WIOA CT") or other required data system in place at the time.
  - i. Sub-Grantee shall utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
  - ii. Sub-Grantee shall only enroll participants into programs listed on BCW/Workforce's Eligible Training Providers List.
- g. Sub-Grantee shall follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers as appropriate.
- h. Sub-Grantee shall provide information for sharing best practices within Area 12.
- i. Sub-Grantee shall provide services to employers and job seekers as required under WIOA, including the tracking of self-service and universal customers, via CFIS OMJ Module or other required data system in place at the time.
- j. Sub-Grantee shall report expenses paid using funds passed to Sub-Grantee by the BCW/Workforce for individual participants and non-participant ("n/a") costs in CFIS Web WIOA CT and LR, and report to SC CPA through CFIS Web WIOA.



- k. Sub-Grantee shall cooperate in the ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.

#### 4.2 Performance

- a. Sub-Grantee shall meet or exceed the negotiated WIOA federal performance measures. The BCW/Workforce and Consortium of Elected Officials will review Sub-Grantee performance on a quarterly basis and provide technical assistance.
- b. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee shall develop a corrective action plan and shall work with BCW/Workforce staff to resolve any performance issues.

#### 4.3 Sub-Grantee shall be responsible for establishing a system of internal controls that include a separation of duties as it applies to the management of grant funds. Sub-Grantee shall:

- I. Perform self-monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- II. Cooperate in the performance of an annual risk assessment based upon monitoring requirements established by ODJFS
- III. Cooperate with BCW/Workforce staff to provide information and documentation necessary to resolve audit findings.
- IV. Provide information and cooperate with BCW/Workforce and ODJFS monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- V. Provide a corrective action plan within 60 days of the identification of any deficiencies and take such corrective action as necessary to cure the deficiencies related to the programs or funds awarded.
- VI. Provide ODJFS, BCW/Workforce, DOL, or the Comptroller General of the United States access to records as may be requested.
- VII. Retain all records as specified in 2 CFR 200.333, BCW/Workforce and ODJFS policy.
- VIII. Adhere to all applicable property management and equipment standards as set forth in 2 CFR 200.311 and 2 CFR 200.313.

4.4 Sub-Grantee shall adhere to and comply with the following fiscal requirements

- a. Ensure grant funds are expended within the period of performance set by the grant funding stream awards and as needed and as may be agreed to by all the County members of the consortium participate in a reallocation process of WIOA funds within Area 12.
- b. Apply an indirect cost rate if negotiated or other approved cost allocation methodology to funds received in accordance with 2 CFR 200.414.
- c. Follow systems, policies, and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
- d. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- e. Procurement in a manner consistent with federal, state, and Area 12 requirements.
- f. Provide or assist BCW/Workforce in providing financial and program reports as required by ODJFS
- g. Comply with cost allocation requirements.
- h. Comply with matching requirements applicable to program activities.
- i. Comply with closeout requirements.
- j. Comply with all BCW/Workforce fiscal policies and procedures.

ARTICLE V

V. Definitions

- 5.1 "Agreement" or "Contract" means a legal instrument for the purchase of property or services needed to carry out the project or program under a federal award.
- 5.2 "Corrective action" means action taken by the following a complaint, monitoring finding or audit finding that:
  - a. Corrects identified deficiencies;
  - b. Produces recommended improvements; or

- c. Demonstrates that monitoring or audit findings are either invalid or do not warrant additional corrective action.

5.3 "Federal award" means the federal financial assistance that Area 12 receives directly from the federal awarding agency or ODJFS. All federal awards issued are assigned a single number in the catalog of federal domestic assistance (CFDA).

5.4 "Federal award date" means the date when the federal award is signed by the authorized official of the federal awarding agency.

5.5 "Internal control" means a process designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- a. Effectiveness and efficiency of operations;
- b. Reliability of financial reporting for internal and external use; and
- c. Evaluating and monitoring compliance with applicable laws and regulations.

5.6 "Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. ODJFS is the pass-through entity for Area 12.

5.7 "Single audit" means an audit that includes both the entity's financial statements and the federal awards as described in 2 C.F.R. part 200 for entities which expend seven hundred fifty thousand dollars or more during the entity's fiscal year in federal awards or subawards.

5.8 "Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award. It does not include payments to a contractor or payments to an individual who is a beneficiary of a federal program. A subaward may be provided through any form of a legal agreement, including an agreement that the pass-through entity considers a contract.

5.9 "Sub-Grantee" means an entity that receives a sub award.

5.10 "Subgrant agreement" is the grant agreement or legal instrument by which the BCW/Workforce and the Consortium of Elected Officials issues a subaward to a sub-recipient.

## ARTICLE VI

### VI. GENERAL TERMS

6.1 Insurance. The cost of insurance is an allowable grant cost. Butler County agrees to name the BCW/Workforce as an additional insured under its policy and to ask its insurer to issue a certificate of insurance naming the BCW/Workforce under their policy..

Sub-grantee shall indemnify the BCW/Workforce and the Consortium of Elected Officials to the extent permitted under Ohio Law and may purchase such insurance as is necessary to provide the indemnification and to limit the liability of Sub-grantee.

Sub-grantee will be responsible for the consequences of its negligence or failure to perform in accordance with this agreement and will defend BCW/Workforce against claims upon the county's negligence or failure to perform.

6.2 Disputes. Any dispute which cannot be resolved between the BCW/Workforce and Sub-Grantee shall be submitted to the Area 12 Consortium of Chief Elected Officials which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution. Parties shall make a good faith effort to mediate and resolve disputes informally prior to accessing formal channels of dispute resolution.

6.3 Vested Powers All powers not explicitly vested in the Sub-grantee by this Sub-grant Agreement will remain with BCW/Workforce.

6.4 Sub-grantee shall comply with Maintenance of Effort Requirements

6.5 Sub-grantee shall not participate in unallowable, fraudulent or criminal activities.

6.6 Notice shall be provided to the Sub-grantee Chief Elected Official at the address identified in the first paragraph of this sub-grant agreement. Notice shall be sufficient when hand delivered or mailed to the other party.

6.7 Amendments.

If either Sub-grantee or BCW/Workforce wishes to modify, change, or amend this Sub-grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-grant

Agreement. No such change shall be effective until a formal amendment to this Sub-grant Agreement is executed by both parties.

#### 6.8 Termination

- a. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party. Sub-grantee shall be paid for expenses incurred through the date of termination.
- b. This Agreement may be terminated for cause in the event of:
  - i. A breach of any of the terms or conditions under this sub-grant agreement; or
  - ii. A violation of the rules and regulations applicable to the sub-grants.
- c. In the event of a termination for cause a notice of the violation shall be provided in writing to the sub-grant recipient. The sub-grant recipient shall have thirty days to provide a corrective action plan acceptable to the BCW/Workforce and the Consortium of Elected Officials. If a plan is not provided within the thirty (30) day period termination shall be effective on the thirtieth (30<sup>th</sup>) day and the BCW/Workforce and Consortium of Elected Officials shall not be obligated for further payments.

#### 6.9 In addition to WIOA and other federal authorizing legislation for grants received Sub-grantee shall comply and adhere to the following applicable laws:

- a. Maintaining a Drug Free Workplace
- b. Not contract with any entity on the Federal Debarment and Suspension List and Sub-grantee certifies they are not on the Federal Debarment and Suspension List.
  - i. Sub-grantee shall not contract with corporations with felony criminal convictions P.L. 115-141, Division E, Title VII, Section 746.
  - ii. Sub-grantee shall not contract with corporations with unpaid tax liability P.L. 115-141, Division E, Title VII, Section 745.
- c. Sub-grantee shall not use funds available under this agreement - for any Lobbying Activities and shall adhere to the Hatch Act and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- d. Sub-grantee shall comply with the laws applicable to prohibiting Environmental Tobacco Smoke

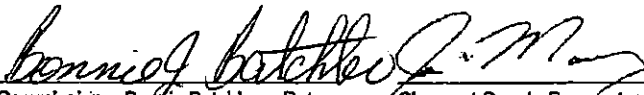
- e. Sub-grantee shall comply with Executive Order 11246, Equal Employment Opportunity, Nondiscrimination and EEO.
  - i. Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
  - ii. Sub-grantee shall comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
  - iii. Sub-grantee shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.
  - iv. Sub-grantee shall to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).
- f. Sub-grantee shall comply with the Buy American Act.
- g. Sub-grantee shall comply with WIOA participant record privacy and confidentiality requirements and shall comply with Title IX of the Education Amendments of 1972, as amended
- h. Sub-grantee shall comply with the Clean Water Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387
- i. Sub-grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145 and 29 C.F.R. part 3).
- j. Sub-grantee shall comply with the Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148 and 29 C.F.R. part 5)
- k. Sub-grantee shall not use the funds under this sub-grant agreement for religious activities.
- l. Sub-grantee shall comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708 and 29 C.F.R. part 5)
- m. Sub-grantee shall comply with the Rights to Inventions (37 C.F.R. 401)
- n. Sub-grantee shall comply with the prohibition on certain telecommunications and video surveillance services or equipment. As described in 2 CFR §200.216
- o. Sub-grantee shall comply with the Immigration and Naturalization service regulations for employers and employees **Public Law 107 -124 and 107-125**

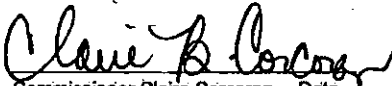
- p. Sub-grantee shall comply with anti-trafficking laws. 22 U.S.C. 7102 et seq.
- q. Sub-grantee shall comply with the WIOA relocation prohibitions as they apply to work-based training.
- r. Sub-grantee shall comply with collective bargaining agreements and shall not use funds under this sub-grant to promote or deter union organizing,
- s. Sub-grantee shall comply with WIOA and Ohio Ethics and Conflict of Interest provisions
- t. Sub-grantee shall comply with all requirements of the Federal award. This includes the provisions of FFATA, and limits on executive compensation. 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310
- u. Sub-grantee shall comply with Disaster Recovery Plans.
- v. Sub-grantee will be responsible for the consequences of its negligence or failure to perform in accordance with this Agreement and will defend the BCW/Workforce and the Consortium of Elected Officials against claims based upon the Sub-Grantee's negligence or failure to perform.
- w. Sub-grantee shall adhere to 2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- x. Sub-grantee shall adhere to 2 CFR §200.300 Statutory and national policy requirements.
- y. Sub-grantee shall adhere to 2 CFR §200.323 Procurement of recovered materials appropriate.
- z. Sub-grantee shall adhere to 2 CFR §200.322 Domestic preferences for procurement.


This agreement is retroactive to July 1, 2023, and shall be in effect for one (1) year, through June 30, 2024, unless otherwise amended prior to the expiration date.

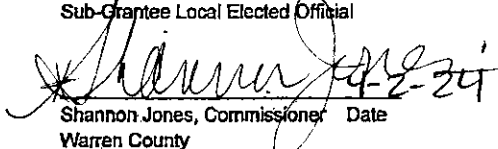
Sub-Grantee: Clermont County  
Contract # 20-2302

PROGRAM YEAR 2023 AND 2024 SUB-GRANT AGREEMENT  
SIGNATURE PAGE

  
Commissioner Bonnie Batchler Date 11/14/2023  
Clermont County  
Sub-Grantee Local Elected Official  
Clermont County Prosecutor Date

  
Commissioner Claire Corcoran Date  
Clermont County  
Sub-Grantee Local Elected Official

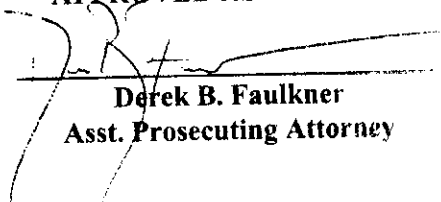
  
Commissioner David Painter Date  
Clermont County  
Sub-Grantee Local Elected Official

  
Shannon Jones, Commissioner Date 4-2-24  
Warren County  
Area 12 Consortium

  
Tate Borcoman -- Board Chair Elect Date 6/28/23  
BCW/Workforce -- Area 12

  
Becky Ehling - Executive Director Date 6/28/23  
BCW/Workforce -- Area 12

APPROVED AS TO FORM

  
Derek B. Faulkner  
Asst. Prosecuting Attorney



**PROGRAM YEAR 2023 AND 2024 SUB-GRANT AGREEMENT**

**BETWEEN**

**WORKFORCE INVESTMENT BOARD OF BUTLER|CLERMONT|WARREN**

and

Board of Commissioners, Butler County, Ohio

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI	L83CVXMVKN9
FEDERAL AWARD IDENTIFICATION # (FAIN)	
FEDERAL AWARD DATE	JULY 1, 2023
TOTAL FEDERAL AWARD	\$1,767,044.00
TOTAL AWARD TO THE SUB-RECIPIENT	\$895,294.39
FEDERAL AWARING AGENCY	US DOL
CFDA #	17.258 – WIOA Adult 17.278 – WIOA DW
PASS THROUGH ENTITY	ODJFS
CONTRACTING OFFICER	Rebecca Ehling
CONTACT INFORMATION	406 Justice Dr., Suite 301 Lebanon, OH 45036 Office 513-205-8423

Per the Stevens Amendment this Workforce Innovation and Opportunity Act Sub-grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$3,318,085

**PROGRAM YEAR 2023/2024 SUB-GRANT AGREEMENT FOR CAREER SERVICES**

This sub-grant agreement, entered into by and between **WORKFORCE DEVELOPMENT BOARD OF BUTLER|CLERMONT|WARREN** hereinafter referred to as BCW/Workforce, having its principal office at 406 Justice Dr., Suite 301 Lebanon, OH 45036 and the Area 12 Chief Elected Officials Consortium (“Consortium”) AND the Board of County Commissioners, **Butler County, Ohio (“Sub-Grantee”)**, having their principal office 315 High Street, Hamilton, Ohio 45011 to begin on July 1, 2023 and to terminate June 30, 2024.

**RECITALS**

WHEREAS, BCW/Workforce and the Area 12 Consortium of Elected Officials and Sub-grantee wish to enter into a Subgrant Agreement to provide Title I Career Services under the Workforce Innovation and Opportunity Act of 2014 Pub. L. 113 – 128 (WIOA) to adults, dislocated workers and youth; and

WHEREAS, BCW/Workforce and the Area 12 Consortium of Elected Officials and Sub-grantee wish to also provide for Sub-Grantee to provide career and related services as may be required as a result of additional formula or discretionary grants awarded to Workforce Development Area 12 or to the BCW/Workforce; and

WHEREAS, at their meeting on June 1, 2023, the BCW/Workforce and the BCW/Workforce Consortium of Local Elected Officials approved entry into this Subgrant Agreement; and

WHEREAS, the parties wish to set forth the terms under which the parties shall work together to provide comprehensive, business-driven workforce development services in coordination with other partners providing such services throughout Area 12;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

## ARTICLE I

### I. PURPOSE

- 1.1 The purpose of this Subgrant Agreement is to provide for the delivery of career and related services under an award of Workforce Innovation and Opportunity Act (WIOA) funds as well as other discretionary federal and state grant funds.
- 1.2 Sub-Grantee agrees to comply with the requirements of:
  - a. WIOA and administer their program in accordance with the applicable federal regulations at, 20 CFR 603, et seq, and
  - b. 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and
  - c. Any additional policies and procedures referenced in this document.
- 1.3 Any violation of fiscal policies and procedures, identified through monitoring, audit or self-reported, shall be resolved in coordination with and through procedures developed by the Area 12 Board.
- 1.4 The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

## ARTICLE II

### II. FISCAL AGENT AND ALLOCATION OF FUNDS

- 2.1 Warren County serves as the Fiscal Agent for all Area 12. Warren County has assigned certain duties to Salvatore Consiglio, CPA. (SC CPA)
- 2.2 Sub-grantee shall submit requests for funds to Sal Consiglio CPA (SC CPA) via expenditures and accruals reported in CFIS Web WIOA Ledger Reporting ("CFIS Web WIOA LR"). In addition, Sub-grantee shall submit requests for funds in the CFIS Web WIOA state system. SC CPA shall be responsible for sending cash requests to the Ohio Department of Job and Family Services (ODJFS) and receiving electronic funds transfers for purposes of disbursement of the grant funds in accordance with the CFIS Web WIOA draw request. Sub-Grantee shall deposit its funds into a separate WIOA account/fund within their county.
- 2.3 Fiscal Agent through SC CPA shall track Sub-Grantee's expenditures against the allocation agreed to by the Area 12 Board and the Consortium of Elected Officials.

- a. The area will operate on a cost-reimbursement system that is compliant with 2 CFR 200.305.
  - b. When Sub-Grantee reaches its cap for the program year, SC CPA shall cease disbursing funds to Sub-Grantee. If Sub-Grantee is significantly under-spent, SC CPA shall contact Sub-Grantee to identify the reason for the under-spending and to assist Sub-Grantee to increase their expenditure levels and shall report to the Area 12 governing boards which may consider reallocation to other Sub-Grantees within Area 12.
- 2.4 The Area 12 governing boards may allocate funding to Sub-Grantee under this agreement for any allowable workforce development purposes, including but not limited to WIOA formula funds, Comprehensive Case Management Employment Program (CCMEP), Temporary Assistance for Needy Families (TANF), Rapid Response (RR), National Emergency Grants (NEG) or National Dislocated Worker Grants (NDWG), Ohio Works Incentive Program (OWIP), Veterans programs, various other USDOL grants, Ohio Department of Job and Family Services (ODJFS) discretionary funds or other state programs, and other special project funds. Any such funds, less applicable Area 12 administrative costs, shall be transmitted to Sub-Grantee through the Area 12 SC CPA after an allocation notice stating the amount and the terms and conditions of the funding via the CFIS Web WIOA system has been sent to Sub-grantee.
- 2.5 These sub-grants are awarded with federal funding and, therefore, are dependent upon the continuing receipt of such funding. Should all federal and state funds be terminated, this sub-grant agreement shall terminate as of the date the funding expires without further obligation of the awarding entity.
- 2.6 Sub-grantee shall be awarded Eight Hundred Ninety Five Thousand Two Hundred Ninety-Four Dollars and Thirty-Nine Cents (\$895,294.39) for the period July 1, 2023, to June 30, 2024, for the conduct of the programs and grants described herein.

### ARTICLE III

#### III. DUTIES OF THE BCW/Workforce

- 3.1 The BCW/Workforce in consultation with the Consortium of Elected Officials shall be the awarding entity.
- 3.2 The BCW/Workforce shall be responsible for notifying Sub-Grantee of the amount of its grant(s) via an official allocation notice by distributing the funds through the CFIS Web WIOA system. Any change in the grant amount or terms shall be subject to the same procedure.

3.3 The BCW/Workforce shall be responsible for:

- a. Planning and prepare a strategic direction for Area 12 that is compliant with WIOA and ODJFS requirements to:
  - i. Assess the general workforce needs of the area;
  - ii. Negotiate performance standards for the area with the state;
  - iii. Set goals and parameters for meeting performance standards and continuous improvement;
  - iv. Provide parameters to implement WIOA Adult, Dislocated Worker, and Youth programs, as well as non-formula projects;
  - v. Encourage and participate in regional planning efforts;
  - vi. Foster the sharing of best practices, including maintenance of a website containing information about the operation of WIOA and OhioMeansJobs center delivery system within Area 12; and
  - vii. Such other requirements and elements as contained in WIOA or other applicable federal and state legislation, polices, and guidelines.
  
- b. Developing and maintaining policies and processes for the following:
  - i. Administration of WIOA Programs in Area 12
  - ii. Public records requests
  - iii. Waivers to Area 12 policy and sub-grantee policy and process guidelines
  - iv. Record retention for a minimum of five (5) years following the close of the grant or if there is outstanding litigation associated with the grants until the litigation is resolved, whichever is longer.
  - v. Conflict of interest policies
  - vi. Sensitive information and technological security policies
  - vii. Oversight and monitoring

viii. Complaint and hearing procedures

ix. One-stop Memorandum of Understanding (MOU) including guidelines for what must be included in local MOUs

x. Selection of a one-stop operator who shall facilitate coordination activities among the one-stop partners

**c. Financial Administration of WIOA Programs**

i. Approve the allocation formula methodology for sub-grantees and administer the process for reallocation within Area 12

ii. Annual expenditure rate requirements

iii. Voluntary releases and reallocations or transfers of funds between Area 12's member counties

iv. Procurement, requests for proposals (RFP), and contracting guidelines

v. All property and equipment purchased with federal and state funds will be obtained, maintained, and liquidated according to the applicable federal and state laws as set forth in **2 CFR 200.33, 200.313, 200.314, and 2 CFR 200.439 as applicable.**

vi. Preparing the budget for local Area 12

vii. Ensuring cash management principles are followed

viii. Being responsible for grant closeout procedures, as required by WIOA and ODJFS

**d. Audits**

i. BCW/Workforce staff shall be responsible for audit resolution in conjunction with SC CPA and Sub-Grantee.

ii. Perform audits to ensure compliance with all applicable federal, state, local laws, and board policies

iii. Provide audit resolution assistance and technical assistance necessary to resolve compliance findings related to federal, state, or local funds.

- e. Monitoring as follows:
  - i. Oversight and monitoring of the Adult, Dislocated Worker, and Youth programs
  - ii. Oversight and monitoring of the entire OhioMeansJobs center delivery system.
  - iii. Oversight and monitoring of discretionary workforce grants awarded to the BCW/Workforce and allocated, or sub granted to Sub-Grantee
  - iv. Review monthly activity and monitoring reports
  - v. Provide for desk reviews and oversee any necessary corrective action
  - vi. Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
  - vii. Instances of continuing noncompliance with program, fiscal, or policy requirements may result in withholding of funds from Sub-Grantee by agreement of the BCW/Workforce and the Consortium. Any such proposed action would be subject to redress through a dispute resolution process.
  
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## ARTICLE IV

### IV. DUTIES OF SUB-GRANTEE

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- a. Sub-Grantee shall oversee the management of the OhioMeansJobs center.



- b. Sub-Grantee will carry out these duties in coordination with legislative one stop and community partners and as requested by the BCW/Workforce negotiate MOUs with local partners and submit to the Area 12 for approval.
- c. Funds provided under this agreement shall be expended in accordance with all applicable federal statutes, regulations, terms, and conditions of the subawards, policies, including those of WIOA, and directed toward achieving the negotiated federal, state, and local area performance levels.
- d. Sub-Grantee shall establish and operate a WIOA-compliant workforce development system, which provides services to the community pursuant to WIOA, as well as to eligible individuals and employers.
- e. Sub-Grantee shall develop, submit, and monitor workforce development plans as required by the BCW/Workforce.
- f. Sub-Grantee shall administer Training Accounts (including OJTs) and Support Accounts within the guidelines established by ODJFS and the BCW/Workforce, including the posting of all training and support accounts, as well as any expenses identifiable to an individual participant, in CFIS Web WIOA Client Tracking ("CFIS Web WIOA CT") or other required data system in place at the time.
  - i. Sub-Grantee shall utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
  - ii. Sub-Grantee shall only enroll participants into programs listed on BCW/Workforce's Eligible Training Providers List.
- g. Sub-Grantee shall follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers as appropriate.
- h. Sub-Grantee shall provide information for sharing best practices within Area 12.
- i. Sub-Grantee shall provide services to employers and job seekers as required under WIOA, including the tracking of self-service and universal customers, via CFIS OMJ Module or other required data system in place at the time.
- j. Sub-Grantee shall report expenses paid using funds passed to Sub-Grantee by the BCW/Workforce for individual participants and non-participant ("n/a") costs in CFIS Web WIOA CT and LR, and report to SC CPA through CFIS Web WIOA.

- k. Sub-Grantee shall cooperate in the ODJFS complaint and appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIOA.

#### 4.2 Performance

- a. Sub-Grantee shall meet or exceed the negotiated WIOA federal performance measures. The BCW/Workforce and Consortium of Elected Officials will review Sub-Grantee performance on a quarterly basis and provide technical assistance.
- b. If Sub-Grantee fails to meet any standard for the program year, Sub-Grantee shall develop a corrective action plan and shall work with BCW/Workforce staff to resolve any performance issues.

#### 4.3 Sub-Grantee shall be responsible for establishing a system of internal controls that include a separation of duties as it applies to the management of grant funds. Sub-Grantee shall:

- I. Perform self-monitoring to ensure compliance with all applicable federal, state, local laws, and board policies.
- II. Cooperate in the performance of an annual risk assessment based upon monitoring requirements established by ODJFS
- III. Cooperate with BCW/Workforce staff to provide information and documentation necessary to resolve audit findings.
- IV. Provide information and cooperate with BCW/Workforce and ODJFS monitoring activities, including reporting performance activity, as required by federal law through the statewide reporting system.
- V. Provide a corrective action plan within 60 days of the identification of any deficiencies and take such corrective action as necessary to cure the deficiencies related to the programs or funds awarded.
- VI. Provide ODJFS, BCW/Workforce, DOL, or the Comptroller General of the United States access to records as may be requested.
- VII. Retain all records as specified in 2 CFR 200.333, BCW/Workforce and ODJFS policy.
- VIII. Adhere to all applicable property management and equipment standards as set forth in 2 CFR 200.311 and 2 CFR 200.313.

4.4 Sub-Grantee shall adhere to and comply with the following fiscal requirements

- a. Ensure grant funds are expended within the period of performance set by the grant funding stream awards and as needed and as may be agreed to by all the County members of the consortium participate in a reallocation process of WIOA funds within Area 12.
- b. Apply an indirect cost rate if negotiated or other approved cost allocation methodology to funds received in accordance with 2 CFR 200.414.
- c. Follow systems, policies, and procedures for receipt, expenditure, tracking, and reporting of WIOA funds in CFIS Web WIOA CT and LR, as well as CFIS Web WIOA.
- d. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
- e. Procurement in a manner consistent with federal, state, and Area 12 requirements.
- f. Provide or assist BCW/Workforce in providing financial and program reports as required by ODJFS
- g. Comply with cost allocation requirements.
- h. Comply with matching requirements applicable to program activities.
- i. Comply with closeout requirements.
- j. Comply with all BCW/Workforce fiscal policies and procedures.

ARTICLE V

V. Definitions

- 5.1 "Agreement" or "Contract" means a legal instrument for the purchase of property or services needed to carry out the project or program under a federal award.
- 5.2 "Corrective action" means action taken by the following a complaint, monitoring finding or audit finding that:
  - a. Corrects identified deficiencies;
  - b. Produces recommended improvements; or

- c. Demonstrates that monitoring or audit findings are either invalid or do not warrant additional corrective action.
- 5.3 "Federal award" means the federal financial assistance that Area 12 receives directly from the federal awarding agency or ODJFS. All federal awards issued are assigned a single number in the catalog of federal domestic assistance (CFDA).
- 5.4 "Federal award date" means the date when the federal award is signed by the authorized official of the federal awarding agency.
- 5.5 "Internal control" means a process designed to provide reasonable assurance regarding the achievement of objectives in the following categories:
- a. Effectiveness and efficiency of operations;
  - b. Reliability of financial reporting for internal and external use; and
  - c. Evaluating and monitoring compliance with applicable laws and regulations.
- 5.6 "Pass-through entity" means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program. ODJFS is the pass-through entity for Area 12.
- 5.7 "Single audit" means an audit that includes both the entity's financial statements and the federal awards as described in 2 C.F.R. part 200 for entities which expend seven hundred fifty thousand dollars or more during the entity's fiscal year in federal awards or subawards.
- 5.8 "Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a federal award. It does not include payments to a contractor or payments to an individual who is a beneficiary of a federal program. A subaward may be provided through any form of a legal agreement, including an agreement that the pass-through entity considers a contract.
- 5.9 "Sub-Grantee" means an entity that receives a sub award.
- 5.10 "Subgrant agreement" is the grant agreement or legal instrument by which the BCW/Workforce and the Consortium of Elected Officials issues a subaward to a sub-recipient.

## ARTICLE VI

### VI. GENERAL TERMS

6.1 **Insurance.** Sub-grantee shall confer with their County Risk Management and shall purchase such insurance as is necessary to limit and cover any liability exposure they may have as a result of the award of the sub-grants.

6.2 **Disputes.** Any dispute which cannot be resolved between the BCW/Workforce and Sub-Grantee shall be submitted to the Area 12 Consortium of Chief Elected Officials which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution. Parties shall make a good faith effort to mediate and resolve disputes informally prior to accessing formal channels of dispute resolution.

6.3 **Vested Powers** All powers not explicitly vested in the Sub-grantee by this Sub-grant Agreement will remain with BCW/Workforce.

6.4 Sub-grantee shall comply with Maintenance of Effort Requirements

6.5 Sub-grantee shall not participate in unallowable, fraudulent or criminal activities.

6.6 Notice shall be provided to the Sub-grantee Chief Elected Official at the address identified in the first paragraph of this sub-grant agreement. Notice shall be sufficient when hand delivered or mailed to the other party.

6.7 Amendments.

If either Sub-grantee or BCW/Workforce wishes to modify, change, or amend this Sub-grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-grant Agreement. No such change shall be effective until a formal amendment to this Sub-grant Agreement is executed by both parties.

## 6.8 Termination

- a. This Agreement may be terminated for convenience by either party upon 30 days written notice to the other party. Sub-grantee shall be paid for expenses incurred through the date of termination.
- b. This Agreement may be terminated for cause in the event of:
  - i. A breach of any of the terms or conditions under this sub-grant agreement; or
  - ii. A violation of the rules and regulations applicable to the sub-grants.
- c. In the event of a termination for cause a notice of the violation shall be provided in writing to the sub-grant recipient. The sub-grant recipient shall have thirty days to provide a corrective action plan acceptable to the BCW/Workforce and the Consortium of Elected Officials. If a plan is not provided within the thirty (30) day period termination shall be effective on the thirtieth (30<sup>th</sup>) day and the BCW/Workforce and Consortium of Elected Officials shall not be obligated for further payments.

## 6.9 In addition to WIOA and other federal authorizing legislation for grants received Sub-grantee shall comply and adhere to the following applicable laws:

- a. Maintaining a Drug Free Workplace
- b. Not contract with any entity on the Federal Debarment and Suspension List and Sub-grantee certifies they are not on the Federal Debarment and Suspension List.
  - i. Sub-grantee shall not contract with corporations with felony criminal convictions P.L. 115-141, Division E, Title VII, Section 746.
  - ii. Sub-grantee shall not contract with corporations with unpaid tax liability P.L. 115-141, Division E, Title VII, Section 745.
- c. Sub-grantee shall not use funds available under this agreement - for any Lobbying Activities and shall adhere to the Hatch Act and the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- d. Sub-grantee shall comply with the laws applicable to prohibiting Environmental Tobacco Smoke

- e. Sub-grantee shall comply with Executive Order 11246, Equal Employment Opportunity, Nondiscrimination and EEO.
  - i. Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
  - ii. Sub-grantee shall comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).
  - iii. Sub-grantee shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.
  - iv. Sub-grantee shall to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.).
- f. Sub-grantee shall comply with the Buy American Act.
- g. Sub-grantee shall comply with WIOA participant record privacy and confidentiality requirements and shall comply with Title IX of the Education Amendments of 1972, as amended
- h. Sub-grantee shall comply with the Clean Water Act and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387
- i. Sub-grantee shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 3145 and 29 C.F.R. part 3).
- j. Sub-grantee shall comply with the Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148 and 29 C.F.R. part 5)
- k. Sub-grantee shall not use the funds under this sub-grant agreement for religious activities.
- l. Sub-grantee shall comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 – 3708 and 29 C.F.R. part 5)
- m. Sub-grantee shall comply with the Rights to Inventions (37 C.F.R. 401)
- n. Sub-grantee shall comply with the prohibition on certain telecommunications and video surveillance services or equipment. As described in 2 CFR §200.216
- o. Sub-grantee shall comply with the Immigration and Naturalization service regulations for employers and employees\_ **Public Law** 107 -124 and 107-125

- p. Sub-grantee shall comply with anti-trafficking laws. 22 U.S.C. 7102 et seq.
- q. Sub-grantee shall comply with the WIOA relocation prohibitions as they apply to work-based training.
- r. Sub-grantee shall comply with collective bargaining agreements and shall not use funds under this sub-grant to promote or deter union organizing,
- s. Sub-grantee shall comply with WIOA and Ohio Ethics and Conflict of Interest provisions
- t. Sub-grantee shall comply with all requirements of the Federal award. This includes the provisions of FFATA, and limits on executive compensation. 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310
- u. Sub-grantee shall comply with Disaster Recovery Plans.
- v. Sub-grantee will be responsible for the consequences of its negligence or failure to perform in accordance with this Agreement and will defend the BCW/Workforce and the Consortium of Elected Officials against claims based upon the Sub-Grantee's negligence or failure to perform.
- w. Sub-grantee shall adhere to 2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- x. Sub-grantee shall adhere to 2 CFR §200.300 Statutory and national policy requirements.
- y. Sub-grantee shall adhere to 2 CFR §200.323 Procurement of recovered materials appropriate.
- z. Sub-grantee shall adhere to 2 CFR §200.322 Domestic preferences for procurement.

This agreement is retroactive to July 1, 2023, and shall be in effect for one (1) year, through June 30, 2024, unless otherwise amended prior to the expiration date.



Sub-Grantee: Butler County  
Contract # 20-2301

PROGRAM YEAR 2023 AND 2024 SUB-GRANT AGREEMENT  
SIGNATURE PAGE

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

\_\_\_\_\_  
Butler County Prosecutor      Date

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

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

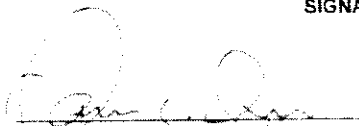
\_\_\_\_\_  
Shannon Jones, Commissioner      Date  
Warren County  
Area 12 Consortium

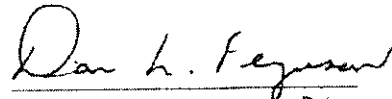
Tate Borcoman 6/28/23  
Tate Borcoman – Board Chair Elect      Date  
BCW/Workforce – Area 12

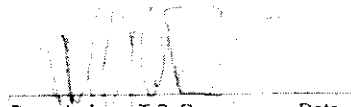
Becky Ehling 1/26/24  
Becky Ehling – Executive Director      Date  
BCW/Workforce – Area 12


Sub-Grantee: Butler County  
Contract # 20-2301

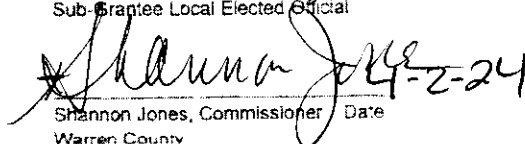
PROGRAM YEAR 2023 AND 2024 SUB-GRANT AGREEMENT  
SIGNATURE PAGE


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

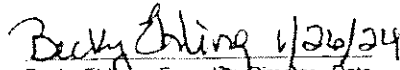
 2-20-24  
Butler County Prosecutor Date

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

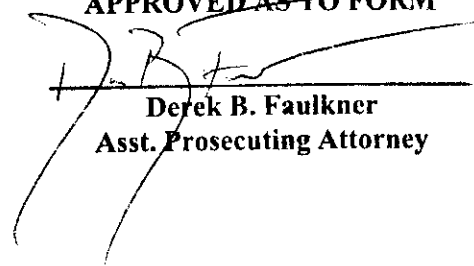
  
Commissioner Cindy Carpenter Date  
Butler County  
Sub-Grantee Local Elected Official

 2-24  
Shannon Jones, Commissioner Date  
Warren County  
Area 12 Consortium

 6/28/23  
Tate Borcoman -- Board Chair Elect Date  
BCW/Workforce -- Area 12

 1/26/24  
Becky Ehling -- Executive Director Date  
BCW/Workforce -- Area 12

APPROVED AS TO FORM

  
Derek B. Faulkner  
Asst. Prosecuting Attorney

# Resolution

Number 24-0471

Adopted Date April 02, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

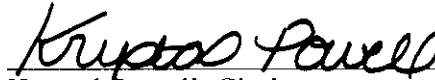
BE IT RESOLVED, to acknowledge payment of bills from 3/26/24 and 3/28/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

# Resolution

Number 24-0472

Adopted Date April 02, 2024

APPROVING AN OPERATIONAL TRANSFER FROM MOTOR VEHICLE FUND #2202  
INTO STATE OPWC LOAN FUND #3360

BE IT RESOLVED, to approve the following operational transfer:

\$112,715.70 from #22023120-5997 (Operational Transfer)  
into #3360-49000 (Operational Transfer)

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 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Operational Transfer File  
Engineer (file)

# Resolution

Number 24-0473

Adopted Date April 02, 2024

APPROVE SUPPLEMENTAL APPROPRIATION INTO THE COVID 19 EMERGENCY  
RENTAL ASSISTANCE FUND 2204

BE IT RESOLVED, to approve the following supplemental appropriation into the COVID 19  
Emergency Rental Assistance fund 2204:

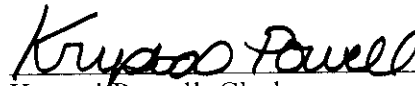
\$ 5,000.00 into 22045310-5370 (Software Non-Data Board)

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 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor   
Supplemental Appropriation file  
Human Services (file)  
OMB

# Resolution

Number 24-0474

Adopted Date April 02, 2024

APPROVING SUPPLEMENTAL APPROPRIATION INTO LOCAL FISCAL RECOVERY  
FUND #2211

BE IT RESOLVED, to approve the following supplemental appropriation into #2211:

\$80,000.00 into #22111110-5400 (Loc Fiscal Rec – Purchased Services)

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 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental Appropriation file  
OMB (file)  
OGA

# Resolution

Number 24-0475

Adopted Date April 02, 2024

APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE KING AVENUE BRIDGE REPLACEMENT PROJECT FUND #4437

BE IT RESOLVED, to approve the following supplemental appropriation:

\$46,200.00 into #44373130-5320 (Capital Purchase)

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc: Auditor   
Supplemental App. file  
Engineer (file)

# Resolution

Number 24-0476

Adopted Date April 02, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN CORONER'S FUND  
#11012100

BE IT RESOLVED, to approve the following appropriation adjustment:

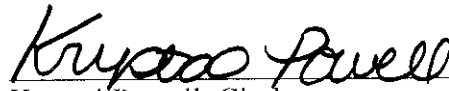
\$530.00      from    #11012100-5102      (Coroner – Regular Salaries)  
                 into    #11012100-5820      (Coroner – Health & Life Insurance)

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

cc:    Auditor   
         Appropriation Adjustment file  
         Coroner (file)



# Resolution

Number 24-0477

Adopted Date April 02, 2024

APPROVING REQUISITIONS AND AUTHORIZE DEPUTY COUNTY ADMINISTRATOR  
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 2<sup>nd</sup> day of April 2024.

BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Krystal Powell, Clerk

/kl

cc:

Commissioners' file

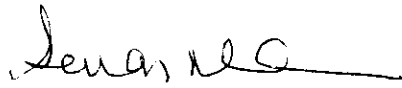
## REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	W E SMITH CONSTRUCTION	ENG.2024 DRILLED PIER WALL PRO	\$ 755,957.50 *bid contract
WAT	XYLEM WATER SOLUTIONS USA INC	SEW FLYGT SUBMERIBLE CHOPPER P	\$ 15,624.00 *sole source
WAT	DEERFIELD TWP	WAT DEERFIELD TWP 2024 ROADWAY	\$ 25,000.00 *contract in packet

## PO CHANGE ORDERS

ENG	LIB INC	ENG STEPHENS ROAD BRIDGE REPLACEME	\$ 2,876.80 *decrease
ENG	FORD DEVELOPMENT CORP	ENG MASON MORROW MILLGROVE BRIDGE	\$ 117,808.31 *decrease

4/2/2024 APPROVED:



Susan Walther, Deputy County Administrator