Number 23-0367

Adopted Date March 28, 2023

RESCIND RESOLUTION #23-0332 WHICH AUTHORIZED THE HIRING OF SAVANNAH TAYLOR, ONGOING CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

BE IT RESOLVED, to rescind Resolution #23-0332, adopted March 14, 2023, which authorized the hiring of Savannah Taylor as Ongoing Caseworker I within the Warren County Department of Job and Family Services, Children Services Division.

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

Mrs. Jones - yea

Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

ina Osborne, Clerk

cc: Children Services (file)

Savannah Taylor's Personnel file

OMB

Number 23-0368

Adopted Date March 28, 2023

HIRE CAYLEY SAUNDERS AS PART-TIME ON-GOING CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, Ms. Saunders has completed the required CORE training and is currently attending Wright State University and is able to work part-time; and

WHEREAS, the department has recommended to hire Ms. Saunders as an On-going Caseworker II; and

NOW THEREFORE BE IT RESOLVED, to hire Cayley Saunders, as On-going Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, classified, part-time permanent, non-exempt status (24-30 hours per week), Pay Grade #16, \$21.74 per hour, effective May 30, 2023, subject a background check, drug screen and a 365-day probationary period; and

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

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

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

H/R

cc:

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

Number_23-0369

Adopted Date March 28, 2023

APPROVE LATERAL TRANSFER OF AMANDA KNEECE FROM THE POSITION OF ALTERNATIVE RESPONSE CASEWORKER II TO ON-GOING CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, after interviews with internal candidates the Director of Children Services has requested the lateral transfer of Ms. Kneece to said position; and

NOW THEREFORE BE IT RESOLVED, to approve the lateral transfer of Amanda Kneece from the position of Alternative Response Caseworker II to On-Going Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division effective pay period beginning April 3, 2023.

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

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

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Children Services (file)
A. Kneece's Personnel file

OMB - Sue Spencer

Number 23-0370

Adopted Date March 28, 2023

APPROVE HIRING OF CHARLES ZUGARO AS AN INFRASTRUCTURE SYSTEMS ANALYST I WITHIN THE TELECOMMUNICATIONS DEPARTMENT

WHEREAS, it is the recommendation of the Deputy Director of Telecommunications that Charles Zugaro be hired in said position; and

NOW THEREFORE BE IT RESOLVED, to approve the hiring of Charles Zugaro as Infrastructure Systems Analyst I within the Warren County Telecommunications Department, classified, full-time permanent, non-exempt status, Pay Range 18, \$23.45 per hour, effective April 17, 2023, subject to a negative drug screen, background check, and a 365-day probationary period.

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

Mrs. Jones – yea Mr. Young – yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Telecom (file)

C. Zugaro's Personnel file

OMB - S. Spencer

_{Number} 23-0371

Adopted Date March 28, 2023

APPROVE END OF 365-DAY PROBATIONARY PERIOD AND APPROVE A PAY INCREASE FOR JEFFERY BOUTELL WITHIN THE WARREN COUNTY TELECOMMUNICATIONS **DEPARTMENT**

WHEREAS, Jeffery Boutell, Data Systems Tech I within the Warren County Telecommunications Department, has successfully completed a 365-day probationary period, and

NOW THEREFORE BE IT RESOLVED, to approve Jeffery Boutell's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$24.15 per hour effective pay period beginning March 25, 2023.

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

cc:

Telecommunications (file) J. Boutell's Personnel File OMB - Sue Spencer

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 23-0372

Adopted Date _March 28, 2023

APPROVE MAINTENANCE AND SUPPORT AGREEMENT WITH JAVS (JUSTICE AV SOLUTIONS)

BE IT RESOLVED, to approve and enter into a Maintenance and Support Agreement with JAVS (Justice AV Solutions) relative to the recording equipment in the Commissioners' Meeting Room; said agreement attached hereto and made a part hereof.

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

Mrs. Jones - yea Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/tao

cc:

C/A—JAVS (Justice AV Solutions)

OMB (file)



Classic Coverage Extended Warranty, Preventative Maintenance and Support Agreement

This Extended Warranty, Preventative Maintenance, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and Warren County Board of Commissioners "Customer" located in Lebanon, OH for the period of January 1, 2023, extending through December 31, 2023.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System":

WHEREAS, JAVS will provide the following Extended Warranty Coverage, Preventative Maintenance, Support, and Services so as to maximize the reliability of Customer's systems(s) "Services;"

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

A. DEFINITIONS

- CODEC-Technically known as the video conferencing unit (VCU), the codec compresses and decompresses data for video signals.
- Extended Warranty-Coverage of JAVS provided equipment to include repair or replacement for a specified period after the expiration of the original warranty.
- Preventative Maintenance (PM)-The scheduled cleaning and adjustment of JAVS provided systems as outlined in the respective agreement.
- Service-The provision for onsite technical support, user training, and servicing JAVS provided equipment as defined by the contract.
- Standard Travel-Travel within the contiguous 48 states and within a 150-mile radius (300 miles round trip) of closest stationed. JAVS service technician.
- Support-Remote phone and online troubleshooting and diagnostics.
- Travel Premium-Travel within the contiguous 48 states more than the 150-mile radius (300 miles round trip) from the closest stationed JAVS service technician calculated as a round trip distance less standard 300 miles divided by 70 MPH times the applicable hourly rate.
- Warranty-Coverage of JAVS provided equipment to include repair or replacement for a period of 1 year from the date of install,

B. SERVICES

1. Help Desk Support. In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to contact the JAVS help desk by phone at 877-528-7457 or via email at helpdesk@javs.com Monday-Friday 8:00 am to 9:30 pm EST. Calls after 9:30 pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff to provide immediate troubleshooting, training, and diagnostics on common issues that can be resolved quickly. JAVS also provides online PC support and training through your internet connection. If the issue requires an on-site technician, our help desk will gather the necessary contact information including the: contact's name, phone number, city, system identification number, and detailed description

- of the issue. The contact information is used by JAVS to log/track issues properly, assign priority levels based on contract status, and dispatch the appropriate technician to the Customer's location.
- 2. Response Times. In the event that a component from Attachment A requires an on-site repair to address a reported issue, JAVS will schedule a visit during regular business hours. The response time is conditional to the Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal, and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by the Customer and JAVS. For clarification, the priority levels are described in Attachment B.
- 3. Extended Warranty. Extended warranty is available on JAVS provided and installed equipment less than 5 years old, based on the date of installation.

JAVS will provide and provision a prolonged warranty on JAVS supplied equipment, both of JAVS manufacture and third party, outside of the manufacturer's standard warranty. JAVS will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, JAVS at its discretion, will either provide a temporary unit until the original equipment is repaired and reinstalled, or a permanent exchange will be put in service. If the covered equipment requiring repair is no longer available or deemed non-repairable, JAVS will be responsible for the replacement product and all costs associated with its replacement.

Non-warranted equipment:

JAVS provided and installed equipment older than 5 years old, based on the date of installation.

JAVS will attempt to repair the faulty equipment, dependent upon courtroom availability. For non-warranted equipment, the Customer is responsible for the cost of all repair parts, including shipping. From time to time, non-warranted equipment may be deemed non-repairable. If the non-warranted equipment is not repairable in the field, the Customer is responsible for the cost of the replacement product(s). JAVS recorders older than 5 years old, are not eligible for repair involving part(s) replacement and require the purchase of a new recorder at client expense. For replacement items purchased from JAVS, JAVS will provide labor at no charge.

Components of Polycom Video Conferencing Codecs are included with this agreement. The Codec unit has optional coverage directly through Polycom and is separate from this agreement.

JAVS service technicians will perform updates on software as needed for the Polycom Codec. However, JAVS service technicians can only provide feature updates to Polycom Systems that have a current active Polycom Certificate of Coverage.

After the expiration of the initial warranty, separate support coverage is available through Polycom. If the court wishes to renew the warranty, please reach out to megan.molnar@javs.com to request a quote.

4. On-site Warranty Support. JAVS will provide on-site warranty services, which include removing equipment and forwarding to the manufacturer for repair, installing loaner and/or new equipment as deemed necessary by JAVS, and re-installing repaired equipment; on all products listed in Attachment A.

5. Preventative Maintenance. JAVS will perform a bi-annual inspection, review, and operational test of the System and make adjustments as deemed necessary by JAVS. Preventative Maintenance includes updating any System software and firmware as required. All Preventative Maintenance will be coordinated and scheduled with a customer-appointed representative to occur during regular business hours. JAVS will provide documentation to the Customer via a Preventative Maintenance form detailing the status of each system which includes key system information and hard drive capacity of the System. JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors, and speakers, private mode feed muting, playback/presentation, assisted listening devices and audio/video conferencing to ensure proper creation of the audio/video record and system operation.

C. EXCLUSIONS

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability regarding the following:

- 1. All video conferencing equipment, bandwidth, network stability, and call quality issues are the responsibility of the court. *
- 2. Normal wear and tear items such as backup UPS batteries and projector lamps. *
- 3. Consumable items such as batteries, CDs, DVDs, printer paper, and print cartridges. *
- 4. Services, software, hardware, and Operating Systems that are no longer supported by a third party. *
- 5. Upgrades of Systems that would transition from analog camera systems to digital, or major software version upgrades, such as AutoLog 7 to AutoLog 8.
- 6. Vandalism (including inmate abuse), deliberate tampering with the System, intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. *
- 7. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance. *
- 8. Customer-provided or non-JAVS certified equipment, hardware, and software.*
- 9. Moving of equipment. *
- 10. Customer requested on-site advanced training, *
- 11. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third-party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration, video conferencing connection issues) *
- 12. Lost records or data recovery due to equipment failure, computer viruses, or Customer user error.
- 13. Migration of Customer recordings for archival, retention, and restoration. *
- 14. Shipping delays for repair, loaner, or replacement parts and equipment.

FEES/PAYMENTS for exclusions

A fee of \$150.00 per hour (1-hour minimum) plus *Travel and expenses, will apply for each request for on-site services not covered by this agreement. Travel time is defined as a portal to portal.

^{*}Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

D. TERMS

- 1. Effective Date. The Agreement begins January 1, 2023 and will continue for a period of 1 year thereafter.
- 2. <u>Fees: Payments.</u> In consideration of JAVS provision of the Services, the Customer pays a fixed fee of \$10,446.00 "Fee" plus any applicable state taxes. Payment of Fee will be made within 30 days from the date of the invoice.

BREAKDOWN OF MAINTENANCE FEE Warren County Board of County Commissioners Contract Period: January 1, 2023 - December 31, 2023 MAC-00492

Courtroom

Number/Location	SID#	System Description	Mai	ntenance Fee
1 Board of County Commissioners	SID-89590	HDX Recording System	\$	10,446.00

TOTAL \$ 10,446.00

Note: A. JAVS reserves the right to review and recalculate fees associated with the service agreement and adjust accordingly for the next contract period. Changes in the pricing of fees reflect added coverage for new equipment and/or services not previously covered under the service agreement and/or the removal of equipment that is no longer covered. This review is performed prior to the delivery of the subsequent agreement and can affect your agreement fees for that period.

- 3. <u>Billing of Excluded Services.</u> A fee of \$150.00 per hour (one-hour minimum) plus expenses will be charged for any excluded services (Includes Video Conferencing Systems, see Section C.) requested by the Customer for on-site support.
- 4. <u>Refunds.</u> Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that the agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to the Customer for a decommissioned System(s) must be received in writing.

E. NO WAIVER

WHETHER BY CHOICE OR NEGLECT JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

F. LIMITATION OF LIABILITY

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

G. DISPUTE RESOLUTION

THIS AGREEMET SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF OHIO AND SHALL BE SUBJECT TO THE VENUE FOR ANY AND ALL CLAIMS, DISPUTES, INTERPRETATIONS AND LITIGATION OF ANY KIND ARISING OUT OF THE AGREEMENT, BEING EXCLUSIVELY IN THE WARRENTOUNTY, OHIO COURT OF COMMON PLEAS (UNLESS BOTH PARTIES MUTUALLY AGREE IN WRITING TO ALTERNATE DISPUTE RESOLUTION), AND THE PARTIES DO HEREBY WAIVE ANY RIGHT TO BRING OR REMOVE SUCH MATTER IN OR TO ANY OTHER STATE OR FEDERAL COURT.

ACCEPTED BY CUSTOMER	ACCEPTED BY JAVS			
Warren County Board of Commissioners	Justice AV	Solutions		
Signature Mumm me Name Sarran Jones	Signature Name	Megan Molnar		
Title President	Title	Contract Administrator		
Date 3.28,23	Date	October 4, 2022		
Phone # 5/3 · (095 · /25)	Phone #	502.489.5118		
Email	Email	Megan.molnar@javs.com		
ACCEPTED BY CUSTOMER Additional Court Representative (if required by court) Signature Name Title Date		Harch 9, 2023 Approved as to For Man M. Nice, Asst. Po	· M,	
Customer contact for scheduling of maintenance/re	MM un 3/	1/23		
Name		Adam M. Nice, Ast. Pa	secutor	
Title		\mu_A.		
Phone				
Email				



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

count:	SID#	Qty.	Part#	Description	Install Date	Service	Warranty	5 YEAR DAT
							-	
				JAVS HDX RECORDING SYSTEM	4 100 1000 4			
	SID-89590	1	JAV-CENTRO-HDX	JAVS HD video switcher 8/4 in, 6/3 out (HD-SDI/HDMI)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-CENTRO-AO	JAVS Centro AO Ethernet Controlled Audio Processor - Base Unit with Centro AO	1/29/2021	Yes	Yes	1/29/2026
20000	SID-89590	1	JAV-AVIX-1204	software AVIX Video Switching Software	1/29/2021	Yes	Yes	1/29/2026
				APC Back-UPS BE600M1, 600VA, 120V,1 USB charging port	1/29/2021	Yes	Yes	
	SID-89590	1	JAV-BE550G		1/29/2021			1/29/2026
	SID-89590	1	JAV-TSD-DCPD	DC power distribution for TSD device 9-24v DC		Yes	Yes	1/29/2026
	SID-89590	1	JAV-TSD-RMK	TSD Series Rack Mount Kit	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ATW-1302	Wireless Microphone Bundle with 1 Handheld Microphone:	1/29/2021	Yes	Yes	1/29/2026
				Includes:				
				ATW-RC13 Rack-mount receiver chassis				
				ATW-RU13 receiver unit				
				ATW-T1002 handheld dynamic micronhone/transmitter				
30000	SID-89590	1	JAV-ATW-1322	Wireless Microphone Bundle With 2 Handheld Microphones	1/29/2021	Yes	Yes	1/29/2026
				Includes:				
				ATW-RC13 Rack-mount receiver chassis				
				ATW-RU13 x2 receiver unit				
				ATW-T1002 v2 handheld dynamic micronhone/transmitter				
30000	SID-89590	13	JAV-BBD1694-3B	Premium Belden 1694A Digital Video BNC Cable 3 ft	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1	JAV-USB2-AA-3ST	USB 2.0 A to A Cable 3ft	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1		Pro AV/IT Series Micro VGA HD15 plug to plug w/audio cable 6ft	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	i	JAV-AFS2	Dual Channel Advanced Feedback Suppression Processor	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	i	JAV-36131	1/8" or 3.5mm Headphone Jack to 3-Pin Screw Terminal for VGA Insert	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1	JAV-17288	Black HDMI pass through snap-in connector	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1	JAV-26968	VGA Cable, HD-15 (Connector) Female chassis mount to Male, 6'	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1	JAV-18121	Symphony Clamp-On Table Box - Stock Box w/ (2) AC Outlets, (1) Dual USB	1/29/2021	Yes	Yes	1/29/2026
טטטטט	210-09090	1	JAV-10121	Charging Ports & 6' AC Cable - Aluminum Housing w/ Black End Caps (Requires	112012021	103	163	172372020
20000	כום פחבטת	4	JAV-DRMK	Inserts) Dual Rack Mount Kit	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1		JAVS SDI/HD CCTV Box Color Camera	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	6	JAV-JC-20HD					
	SID-89590	5	JAV-JM14	JAVS FlexMic with Multicolor LED and Touch Button	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	12	JAV-MC-BD	Bi-Directional SDI/HDMI with Power Supply	1/29/2021	Yes	Yes	1/29/2020
30000	SID-89590	3	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics	1/29/2021	Yes	Yes	1/29/2026
				to the JAVS Processor	1 100 1000 1			
	SID-89590	5	JAV-PLX-CB	FlexMic Plexiglass - C Bend	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1	JAV-REC8-HD-M	JAVS HD AIO Multichannel Recorder 720P	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1	JAV-REC8-HD-S	JAVS Recorder 8 with HD Video & Stereo Audio Recorder	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-AL8S	AutoLog 8 Session Logging and Control Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-P8S	Publisher 8 Session Publishing Software	1/29/2021	Yes	Y.es	1/29/2026
30000	SID-89590	1	JAV-SW-S8S	Scheduler 8 Session Scheduling Software	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SW-V15P	Viewer 2015 Pro	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-C\$A-240Z	2 Channel Amplifier 40W per Channel with 70V & 100V Speaker Outputs	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	8	JAV-LCT-81CT	Low-Profile Lay-In 2' x 2' Ceiling Tile Loudspeaker w/ 8 inch Driver	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	2	JAV-JG9	JAVS Slim Line Power Strip and Conditioner	1/29/2021	Yes	Yes	1/29/2028
	SID-89590	7	JAV-C-A35M/IRE-10	3.5mm (M) to 1 IR Emitter Cable - 10'	1/29/2021	Yes	Yes	1/29/2026
	SID-89590	1	JAV-DIP-31	4K60 4:2:0 HDMI & VGA Auto Switcher	1/29/2021	Yes	Yes	1/29/2020
	SID-89590	1	JAV-KT-107	7-inch tabletop/in-wall Touch Panel w/ POE	1/29/2021	Yes	Yes	1/29/2020
	SID-89590	1	JAV-SL-280	32-Port S1 smart controller	1/29/2021	Yes	Yes	1/29/2020
		t	∪/T. V =OLT∠OV	om i vit v i vittait voitti vitoi	I destructed for 1	100	, , , ,	114014049
	SID-89590	1	JAV-VM-2H2	4K HDMI 1:2 distribution amplifier with HDCP2.2 and HDMI2.0 support	1/29/2021	Yes	Yes	1/29/2026



CLASSIC COVERAGE EXTENDED WARRANTY, PREVENTATIVE MAINTENANCE AND SUPPORT

Warren Co. Board of Co. Commissioners

Lebanoi	n. OH							
Account	# SID#	Qty.	Part#	Description	Install Date	Service	Warranty	5 YEAR DATE
30000	SID-89590	5	JAV-VS-M550-4	5-50mm Varifocal F1.6 CS Mount with Auto-Iris (For HD Camera)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-28-19387	AC/DC Power Supply, 1 Output, 60 W, 12 VDC, 5 A	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-PTRK-21	21 RU Portable Rolling Rack with Locking Front & Rear Doors Depth; 21.5" Height: 45.91" Width: 22.59"	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-PTRK-RR21	Rear rail kit for PTRK portable rack	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	4	JAV-UTR1-MP	Half Depth, single Rack space shelf	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	2	JAV-VTF1	1 Gang Single Equipment Rack Blank Perforated	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-GS116LP-100NAS	Netgear 16-Port 76W PoE/PoE+ Gigabit Ethernet Unmanaged Switch	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ED1000RTXL2U	1000 VA On-Line UPS 8 Outlets	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-ACC-320	Power Strip for the LCD Monitor Cart	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	6	JAV-CMR410	Camera Mount 7"	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	5	JAV-LED-1562HD	15.6" LED LCD Monitor 16:9 - 8 ms	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-B203-101-PNP	1-Port Plug-and-Play USB 2.0 over Cat5/Cat6 Extender Kit, Transmitter & Receiver, USB up to 164 ft. (50 m), TAA	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	8	JAV-SK40RUSBB	(4) Outlet Surge Protector & (2) USB Outlets(3.4A) - 1080 Jouie Rating	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-AVBC	Vaddio AV Bridge Conference (for Skype Integration)	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-10004893	SDI H.264/H.265 1080p60 HEVC Streaming Encoder	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-SR598	Flat panel cart for 55" to 98" screen	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-IFP9850	98" Display, 3840 x 2160 Resolution, 350 cd/m2 Brightness	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TP-780T	4K60 4:2:0 HDMI HDCP 2.2 PoE Transmitter with RS-232 & IR over Long-Reach HDBaseT	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-TP-789R	4K60 4:2:0 HDMI HDCP 2.2 Bidirectional PoE Receiver with RS-232 & IR over Long-Reach HDBaseT	1/29/2021	Yes	Yes	1/29/2026
30000	SID-89590	1	JAV-MPA-PHX	Microphone Pre-Amp Adapter with 3-Pos Phoenix connector for adding non-FlexMics to the JAVS Processor	1/29/2021	Yes	Yes	1/29/2026

ATTACHMENT B

Priority Level	Example	Initial Response*	On-Site Response**
Urgent	Non-Recording System; inability to record audio; inability to record judge, witness, or attorney microphone(s)	1 Business Hour	2 Business Days
High	Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; secondary recorder;	2 Business Hours	3 Business Days
Normal	System adjustments to microphone or PA levels, camera views, and user settings;	4 Business Hours	5 Business Days
Supportive	Operational training or minor/preferred hardware or software user adjustments, video conference	8 Business Hours	Next scheduled Preventative Maintenance or other higher- level repair visits

^{*}An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

^{**}An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives at the Customer's agreed-upon appointment for the initial on-site repair.

Number 23-0373

Adopted Date March 28, 2023

ADVERTISE FOR BIDS FOR PURCHASE OF TWO (2) HANDICAP UPFIT 2023 CHRYSLER VOYAGER LX VANS AND TWO (2) STANDARD 2023 CHRYSLER VOYAGER LX VANS FOR THE WARREN COUNTY VETERAN'S SERVICES OFFICE

BE IT RESOLVED, to advertise for bids for purchase of two (2) handicap upfit 2023 Chrysler Voyager LX vans and two (2) standard 2023 Chrysler Voyager LX vans for the Warren County Veteran's Services Office; and

BE IT FURTHER RESOLVED, to advertise said bid for one (1) week in a newspaper of general circulation and for two consecutive weeks on the County Website, beginning the week of April 2, 2023; bid opening to be Monday, April 17, 2023 at 10:00 a.m.

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

KP

cc:

Veterans (file)

Bid file

Number 23-0374

Adopted Date March 28, 2023

APPROVE NOTICE OF INTENT TO AWARD BID TO KT HOLDEN CONSTRUCTION, LLC FOR THE CORWIN BOOSTER PUMP STATION IMPROVEMENTS PROJECT

WHEREAS, bids were closed at 11:00 a.m., on March 16, 2023, and the bids received were opened and read aloud for the Corwin Booster Pump Station Improvements Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, KT Holden Construction, LLC has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to, KT Holden Construction, LLC, 2300 Lebanon Road, Lebanon, Ohio 45036 for a total bid price of \$145,911.00; and

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

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

Mrs. Jones - yea

Mr. Young – yea Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

cc:

Water/Sewer (file) OMB Bid file

Number 23-0375

Adopted Date March 28, 2023

APPROVE AND AUTHORIZE THE SIGNING AND SUBMITTAL OF PRE-AWARD INFORMATION SHEET AND A GRANT APPLICATION ON BEHALF OF THE WARREN COUNTY FACILITIES MANAGEMENT DEPARTMENT

BE IT RESOLVED, to approve and authorize submittal of the pre-award information sheet and grant application on behalf of the Warren County Facilities Management Department for the Energy Efficiency and Conservation Block Grant (EECBG) Program through the U.S. Department of Energy; and

BE IT FURTHER RESOLVED, to authorize the County Administrator to sign said information sheet and related documents as the Authorized Official and the Director of Facilities Management to sign said information sheet and related documents as Principal Investigator; and

BE IT FURTHER RESOLVED, to authorize the Warren County Grants Administrator to submit said application and provide additional information to the Department of Energy, as required; and

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

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

Mrs. Jones - yea Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

/sm

cc: OGA (file)

Facilities Management (file)

USDOE



☐ Grant

EECBG Program PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7.

SECTION 1: CONTACT & LOCATION INFORMATION (All recipients)

Recipient Name:	Warren County Board of Commissioners	Award Number:	
UEI:	VK7ZTVZ8EE51	DUNS (if applicable):	784327608
Business Officer:	Susanne Mason	BO Phone Number/Email:	613-696-1210, masosu@co.warren.oh,us
Principal Investigator (PI):	Trevor Hearn	PI Phone Number/Email:	513-895-1258, bevor.heam@co.warren.oh.us

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UEI:	VK7ZT	VZ8EE51	DUNS (if applicable):	784327608	
Business Officer:	Susan	ne Mason	BO Phone	613-696-1210, masosu@co.warren.oh,	
		TIC Mason	Number/Email:		
Principal Investigator (PI):	Trevor	Hearn	PI Phone Number/Email:	513-895-1256, bevor.heam@co.warren.oh.	
following: Local Gover Tribal Gover State	nment rnment	${ m ilde{N}}$ — Please indicate the type of organization of t ${ m ilde{ESSIONAL}}$ DISTRICT	tie Recipient by sete	coming one of the	
List the address and	Congression	onal district(s) for the primary location where th	e grant will be perfo	ormed.	
Street	Address:	406 Justice Drive			
	City:	Lebanon			
	State:	ОН			
	Zip:	45036			
Congressional D	istrict(s):	01			
EECBG Program reci award in the form of a here. All States & Ter \[\sum_{\text{rec}} V \]	pients repr a grant or a rritories ma Youcher for	resenting local and tribal entities must select when voucher for technical assistance and/or equipment select "Grant." (Select one option) [response or Technical Assistance or Equipment Rebate	ent rebates. Please i	indicate your choice	
$\Box v$	Voucher for both Technical Assistance and Rouinment Rehate				

SECTION 3: BUSINESS ASSURANCES (All recipients)

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

a.	Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for or charged with a covered offense ² ? Yes No
b.	Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period? Yes No
c.	Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations? Yes No
d.	Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988? Yes No
e.	Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct? Yes No
f.	Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

¹ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

² For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

	receiving Federal Contracts, subcontracts or financial assistance?
	☐ Yes
	■ No
	Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction? Yes
	■ No
B. POTEN	TIAL CONFLICTS OF INTEREST
: : :	Financial Conflicts of Interest. The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the <u>DOE</u> Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?
1	☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the <u>DOE Interim Conflict of Interest Policy</u> Section V(b)(3).
organiza CFR 20 subrecip not a sta	tational Conflicts of Interest ³ . The Recipient must disclose in writing any potential or actual ational conflict of interest to DOE. See <u>DOE Interim Conflict of Interest Policy</u> Section VI and 2 0.318 for more information. As part of this DOE funded project, does the recipient or any pients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is ate, local government, or Indian tribe?
	Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the <u>DOE Interim Conflict of Interest Policy</u> Section VI.
Recipients cl	hoosing a voucher may skip to Section 8
Provide (1) the a under the DOE / (2) the name, pho	PAYMENT INFORMATION (Grant recipients only) wardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; one number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred is by advance or reimbursement.
2) ASA	AP Number: 3910302 AP/Payments Contact Person: Susanne Mason preferred payment method is: ACHWIFE
<u> </u>	

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST (Grant recipients only)

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1.	Has the Recipient had prior Federal awards?	Yes	□ No
	If Yes: Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation.	Yes	□ No
2a.	Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit (Please see attached instructions regarding Independent Audit requirements.)	Yes Yes	□ No 17
2b.	Has the Recipient undergone a Financial Audit within the last 3 years?	Yes	□ No
	If Yes to either 2a, or 2b.:		
	a. A copy of the audit is attached to this form.	☐ Yes	■ No
	b. An electronic copy of the audit was provided with application package.	Yes	□ No
An electronic copy of the audit can be found at https://ohloauditor.gov/auditsearch/detail.aspx?ReportID=3b9079e8-12be-4			
	If audit was not provided, please explain why it has not been completed and/or provided:		
	Link to audit is provided above. Audit is 331 pages and will be provide	d upon r	equest.
3.	Recipient's fiscal year end date is December 31		
4a.	Identify the Federal Agency providing the preponderance of funding from ALL Government Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating phone number, and e-mail. (If the Recipient's organization has a DCAA contact, please provide this information in 4(c)	ng billing r	
	Agency: US Department of Treasury		
	Point of Contact: Gina Rendina		
	Phone/Email: Gina.Rendina@treasury.gov		
4b.	DCAA Contact Information:		
	DCAA Office: n.a.		
	Point of Contact:		
	Phone/Email:		

<u>SECTION 6:</u> FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (Grant recipients only)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit https://www.dcaa.mil. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS—>Checklists and Tools.

5	ystem z	Adequacy Checklist under CUSTOMERS> Checklists and Tools.			
			Yes	<u>No</u>	<u>NA</u>
1.		e Accounting System in accordance with Generally Accepted Accounting Principles icable to the circumstances and associated applicable Federal regulations?	\checkmark		
2.	Acce	ounting System provides for:			
	a.	Segregation of direct costs from indirect costs.	1		
	b.	Identification and accumulation of direct costs by project.	\checkmark		
	c,	A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	\checkmark		
	d.	Accumulation of costs under general ledger control.	\checkmark		
	e.	A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	✓		
	f.	A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	\checkmark		
	g.	Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	\checkmark		
	h.	Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	\checkmark		
	i.	Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	✓		
3.		e Accounting System designed, and are the records maintained in such a manner that uate, reliable data are developed for use in developing cost proposals?	\checkmark		
4.	Is the	e Accounting System currently in full operation?	\checkmark		
SEC	TION	7: REPRESENTATION/CERTIFICATION (Grant recipients only)			
C	ertifica	tion of the information is required by the organization's authorized representative			
V	I cer	tify that I have registered in the System for Award Management (SAM).			
<u> </u>	I cer	tify that I have registered in FedConnect.net in order to receive award documentation.			
V	allov	tify that all subrecipient cost information has been reviewed, and that all subrecipient covable, and allocable in accordance with the applicable cost principles. All subrecipient ld be available upon DOE request.			

- I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- I certify the Recipient:
 - (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES (All recipients)

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:	Tiffany Zindel
Title:	County Administrator .
Signature of Authorized Official:	Tuggang Gudel
Date:	3-28-23

I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name:	Trevor Hearn

Title:	Director of Facilities Management	
Signature of Principal Investigator:	In 1. Dh	
Date:	03/23/2023	

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit https://www.dcaa.mil. Please refer specifically to the "Pre-award Accounting System Adequacy Checklist" under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor <u>from all Federal agencies</u>. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following <u>ANNUAL</u> responsibilities:

- 1. Submit a Certified Annual Incurred Cost Claim (ICE Model see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).
- 2. Due Date: 180 days after the Recipient's fiscal year end.
- 3. For an example of the ICE Model, please visit https://www.dcaa.mil. Under "CUSTOMERS->Checklists and Tools", click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is <u>not</u> the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

2. GER 200. Sections Flocated at http://www.ceringov.cgroin/text-accessed at the www.ceringov.cgroin/text-accessed at 100 //www.ceringov.cgroin/text-accessed at 100 //www.ceringov.cgroin/text-acces

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, not applicable for For-Profits) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) Compliance audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (Not applicable to For-Profits). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

_{Number} 23-0376

Adopted Date March 28, 2023

APPROVE AND AUTHORIZE SHERIFF TO ENTER INTO MEMBERSHIP AGREEMENT WITH MIDDLE ATLANTIC-GREAT LAKES ORGANIZED CRIME LAW ENFORCEMENT **NETWORK**

BE IT RESOLVED, to approve and authorize Larry Sims, Warren County Sheriff, to enter into membership agreement between the Warren County Sheriff's Office and Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network; said agreement attached hereto and made a part hereof.

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

Mrs. Jones - yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

/tao

C/A—Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network cc: Sheriff (file)





Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLEN) 140 Terry Drive, Suite 100, Newtown, PA 18940 1-800-345-1322 memberservices@magloclen.riss.net www.riss.net

MEMBERSHIP AGREEMENT

between

Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network and the

Warren County Sheriff's Office (OH)

(Name of Agency Entering Agreement)

The Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (hereinafter MAGLOCLEN) desiring to provide criminal intelligence assistance and information to MAGLOCLEN member criminal justice agencies and other participants in the Regional Information Sharing System® (hereinafter RISS), does hereby agree to provide that assistance and information to the agency listed above pursuant to the MAGLOCLEN Bylaws, Article 3.

The above-named agency, desiring to receive criminal intelligence assistance and information in the furtherance of its criminal justice activities, and wanting to participate in the exchange of criminal intelligence among member agencies, does hereby agree to all applicable provisions of the MAGLOCLEN Bylaws that govern MAGLOCLEN, subject to the attached Addendum, and follow the policies, procedures and guidelines concerning the use of all services rendered by MAGLOCLEN.

This agency also agrees to abide by the principles set forth in 28 CFR 23, §23.20. "Each participating agency, as a condition of participation, must accept in writing those principles which govern the submission, maintenance and dissemination of information included as part of the interjurisdictional system." (48454 Federal Register/Vol. 58, No. 178, Rules and Regulations 28 CFR 23, §23.20 (d)(2)).

The purpose of regulation 28 CFR Part 23 is to assure that all criminal intelligence systems are utilized in conformance with the privacy and constitutional rights of individuals. Therefore, all information submitted to MAGLOCLEN shall conform to 28 CFR Part 23, §23.20 (attached) and will remain the property of the submitting agency.

Larry L Sims	Douglas J. Burig
Agency Administrative Head (please print)	MAGLOCLEN Executive Director (please print) a cuful Bung
Agency Administrative Head Signature	MAGLOCLEN Executive Director Signature
03-17-2023	3/14/2023
Date	Date

Agreement for State, Local and Task Forces

APPROVED AS TO FORM

Effective July 2017

Derek B. Faulkner Asst, Prosecuting Attorney

ADDENDUM

The Warren County Sheriff's Office is not subject to the indemnification clause under the Warranty section on page 11 of 13. For the Warren County Sheriff's Office, the Warranty section on page 11 of 13 shall read:

Warranty

The user represents and warrants that he/she will not transmit or knowingly receive any electronic communications that infringe on any intellectual property rights of the RISS Centers; RISS member agencies; RISS partners, community organizations, agencies, or departments; or any third party.

MAGLOCLEN MEMBERSHIP APPLICATION

MAG-199B

DATE DENIED

AGENCY NAME			AGENCY ORI#		
Warren County Sheriff's Office MAILING ADDRESS	СТҮ	STATE	OH0830000	COUNTY	
822 Memorial Drive	Lebanon	Ohio	45036	Warren	
STREET ADDRESS	Lebation	Onio	40000	TELEPHONE NO.	
822 Memorial Drive				513-695-1280	
AGENCY CHIEF EXECUTIVE OFFICER	TITLE				
Larry L Sims	Sheriff				
# OF DEPARTMENT SWORN PERSONNEL				CE/O.C./ MAJOR	
101					
FOR FEDERAL AGENCIES ONLY:	WHERE IS YOUR AGENCY HEADQUARTERS LOC	ATED?	-		
	PERSONS DESIGNATED				
MAGLOCLEN PRIMARY REPRESENTATIVE - NAME &				TELEPHONE NO.	
	•				
COMPLETE MAGLOCLEN ACCESS OFF	ICER FORM - MAG-140: ONLY ONE P	RIMARY REPRI	SENTATIVE PE	R AGENCY	
BUSINESS ADDRESS	•				
		· · · · · · · · · · · · · · · · · · ·			
ALTERNATE REPRESENTATIVE - NAME & RANK				TELEPHONE NO.	
COMPLETE MAGLOCIEN ACCESS OFF	ICER FORM - MAG-140				
BUSINESS ADDRESS	ICENTOLINE - MINO-140				
	PONSORING MEMBER (FOR MAGLOCLE	N USE ONLY)			
POLICY BOARD MEMBER Deputy Attorney Genera	l Carol O'Brien				
AGENCY Ohio Office of Attorney Gene	ral				
	AGENCY USER FEES - CHOOSE A BILLIN	IG CYCLE			
January 1 to December 31 🗸	July 1 to June 30		October 1 t	o September 30	
	AGREEMENT				
THIS AGENCY AGREES TO ABIDE BY RULES	S AND POLICIES OF MAGLOCLEN IN ALL M	ATTERS CONNEC	TED WITH MAGI	OCLEN	
MEMBERSHIP.					
Carry VI	e e e e e e e e e e e e e e e e e e e		_	2.12 2423	
SIGNATURE OF AGENCY'S CHIEF EXECUTI	VE OECICER			3-15-2023	
Signations of Rocket 3 cities Except	ve Orrecti		***************************************	Phie	
	ENCLOSURES REQUIRED WITH APPLI	CATION			
A BACCOCIEN A					
A. MAGLOCLEN Agreement B. MAGLOCLEN Access Officer For					
C. MAGLOCLEN Fax Permission Fo		• • •			
	MAGLOCLEN USE ONLY				
	WAGLOCLEW USE DIVLY				

DATE APPROVED

DATE RECEIVED

Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network® (MAGLOCLEN) Fax Permission Form

The Federal Communications Commission (FCC) has issued a rule on faxing. The rule, which went into effect on January 9, 2006, states that written permission is required for communication via fax. The Middle Atlantic–Great Lakes Organized Crime Law Enforcement Network coordinates criminal justice training. If your agency would like to receive faxed notifications of our training opportunities, please take time to complete this Fax Permission Form so that MAGLOCLEN may contact you by fax regarding these upcoming training programs. Training topics we provide to the law enforcement community include, but are not limited to:

- Street and Prison Gang Investigators Training
- Narcotics Investigators and Task Force Training
- ♦ State and Local Anti-Terrorism Training
- ♦ Identity Theft Investigation Training
- ♦ Methamphetamine Investigation Management Training
- ◆ Criminal Intelligence Systems Operating Policies (28 CFR Part 23) Training
- Basic and Advanced Analytical Techniques Training
- ♦ Basic and Advanced Electronic Surveillance Operations Training

Without this signed permission form, you will not be able to receive fax notification of MAGLOCLEN-sponsored training opportunities.

Please list all fax numbers that we can use to notify you.

(513) 695-1286 (513) 701-1812 (

Please acknowledge consent by signing below:

AGENCY: Warren County Sheriff's Office

Name of Agency Contact: Sheriff Larry L Sims

Signature: Date: 03-15-2023

This form may be returned to memberservices@magloclen.riss.net.

If you have any questions, please call Donna Lorenz (800) 345-1322 Ext. 1223.

Revised 01/12/2023

_{Number} 23-0377

Adopted Date March 28, 2023

AUTHORIZE 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, 2020, TO JUNE 30, 2023

WHEREAS, during Fiscal Monitoring it was noted there was not a current career services agreement with the counties of Butler, Clermont and Warren; and

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, 2020 to June 30, 2023; and

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

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, 2020, to June 30, 2023 as attached hereto and made a part hereof.

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

Mrs. Jones - yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

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

PROGRAM YEAR 2020 AND 2023 SUB-GRANT AGREEMENT

BETWEEN

WORKFORCE INVESTMENT BOARD OF BUTLER|CLERMONT|WARREN

and

Warren County

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

DUNS# or UEI#	VK7ZTVZ8EE51		
FEDERAL AWARD IDENTIFICATION # (FAIN)			
FEDERAL AWARD DATE	JULY 1, 2020, through		
	Agreement duration		
TOTAL FEDERAL AWARD	\$4,258,132.76		
TOTAL AWARD TO THE SUB-RECIPIENT	\$1,154,431.03		
FEDERAL AWARDING 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 513-695-1895		

Sub-Grantee: Warren County

Contract # 20-2003

PROGRAM YEAR 2020/2023 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 Chief Elected Officials of Sub-grantee **Warren County ("Sub-Grantee")**, having their principal office 406 Justice Dr., Lebanon, Ohio 45036 to begin on July 1, 2020 and to terminate June 30, 2023.

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 Subgrantee 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 September 1, 2022, 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:

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 Subgrantee 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 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 subgrantees 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 One Million, One Hundred Fifty-Four Thousand, Four Hundred Thirty-One and Three (\$1,154,431.03) for the period July 1, 2020, to June 30, 2023, 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 quidelines
 - 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.
 - 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:
 - 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 subgrantee
 - 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
 - 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. Subgrantee 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 7 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. Subgrantee 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. Subgrantee shall develop, submit, and monitor workforce development plans as required by the BCW/Workforce.
- f. Subgrantee 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. Subgrantee shall utilize ODJFS's training provider system Workforce Inventory of Education and Training (WIET) for training accounts.
 - ii. Subgrantee shall only enroll participants into programs listed on BCW/Workforce's Eligible Training Providers List.
- g. Subgrantee shall follow established procedures and policies for approving and identifying eligible training providers, including WIOA Youth program providers as appropriate.
- h. Subgrantee shall provide information for sharing best practices within Area 12.
- Subgrantee 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. Subgrantee 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. Subgrantee 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 Subgrantee 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. Subgrantee 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, WIBBCW 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 Subgrantee 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.
 - 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.
 - Comply with closeout requirements.
 - 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 7 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 "Subgrantee" 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 (30th) day and the WIBBCW 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 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
- 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.
- 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
- 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. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

This agreement is retroactive to July 1, 2020, and shall be in effect for three (3) years, through June 30, 2023 unless otherwise amended prior to the expiration date.

Sub-Grantee: Warren County Contract # 20-2003

Becky Ehling - Executive Director

BCW/Workforce - Area 12

PROGRAM YEAR 2020 AND 2023 SUB-GRANT AGREEMENT SIGNATURE PAGE

Shannon Joke		R	· \max
Commissioner Shannbn Jones - President	t Vy/a	rren Coj	untly Prosecutor
Warren County Sub-Grantee Local Elected Official			APPROVED AS TO FORM
Dy	-:4	(_	Derek B. Faulkner Asst. Prosecuting Attorney
	sident		
Warren County			
Sub-Grantee Local Elected Official			
Thur F. / June			
Commissioner Tom Grossmann - Membe	r		

Warren County

Sub-Grantee Local Elected Official

BCW/Workforce - Area 12

_{Number} 23-0378

Adopted Date March 28, 2023

ENTER INTO CONTRACT WITH SMITH AND BROWN CONTRACTORS, INC FOR THE HUNTER SEWER SYSTEM IMPROVEMENTS PROJECT

WHEREAS, pursuant to Resolution #23-0310 dated March 14, 2023 this Board approved a Notice of Intent to Award Bid for the Hunter Sewer System Improvements Project to Smith and Brown Contractors, Inc., for a total bid price of \$1,967,000.00; and

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

NOW THEREFORE BE IT RESOLVED, to enter into contract with Smith and Brown Contractors, Inc., 9570 State Route 128, Harrison, Ohio 45030 for a total bid price of \$1,967,000.00; as attached hereto and made a part hereof.

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

Mrs. Jones - yea Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP/

c/a—Smith and Brown Contractors, Inc cc:

> Engineer (file) OMB Bid file

SECTION 00 60 10 CONTRACT

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:

HUNTER SEWER SYSTEM IMPROVEMENTS PROJECT

hereinafter called the project, for the sum of \$ 1,967,000.00 (One Million, Nine Hundred Sixty-Seven Thousand Dollars and No Cents), and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

Addendum
Division 00 – Contract Requirements
Division 01 to 48 – Technical Specifications
General Conditions
Supplemental Conditions
Any and All Bid Documents
Construction Drawings

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

Substantial Completion: 540 Days from Notice to Proceed. Final Completion: 630 Days from Notice to Proceed.

Any delays in substantial completion of the work that are within the control of the Contractor, their Subcontractor, or Supplier shall be subject to liquidated damages in the sum of \$200.00 for each consecutive calendar day that the project extends beyond the substantial completion deadline.

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

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

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable 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 in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property. for which the OWNER may be held legally liable.

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

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

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

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

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

ATTEST: (Owner)

WARREN COUNTY BOARD OF COMMISSIONERS

Shannon Jones, President

(Seal) ÀTTEST:

(Contractor)

SMITH AND BROWN CONTRACTORS, INC.

Name Donald Smith

<u>President</u> Title

Approved as to Form:

Assistant Prosecutor

Alim M. Nill

_{Number} 23-0379

Adopted Date __March 28, 2023

AUTHORIZE ACCEPTANCE OF QUOTE FROM BUSINESS COMMUNICATION SPECIALISTS ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, Business Communication Specialists will provide VOIP Headsets per quote AAAQ18068 for Warren County Telecommunication, as indicated on the attached quote for purchase; and

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

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

Mrs. Jones - yea Mr. Young - yea Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

c/a—Business Communication Specialists cc:

Telecom (file)



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

Number

AAAQ18068

Date

Your Sales Rep

Mar 17, 2023

Sold To

Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States

Phone (513)695-1318 Fax

(513)695-2973

Ship To

Warren County Paul Kindell 500 Justice Dr, LL Lebanon, OH 45036-2523 United States

Phone (513)695-1318 (513)695-2973 Fax

Bryon Palitto

330-335-7271

bryonp@palittoconsulting.com

Qŧy	4 Gp. 1 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	Descriptions:	MSRP	Discount	Unit Price	Ext. Price
1	51305332	VoIP, Integrated DECT Headset	\$358.00	D40	\$214.80	\$214.80
1	SHIP	Shipping Charges	\$0.00		\$17.00	\$17.00

Source Well Contract # (022719-MBS)

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

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

SubTotal	\$231,80
Tax	\$0.00
Shipping	\$0.00

Total \$231.80

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name:

Date: 3-28-23

Signatuke

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

APPROVED AS TO FORM

Derek B. Faulkner Asst. Prosecuting Attorney



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

Warren County Standard Terms and Conditions

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

Payment Terms

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

Rescheduling Fee

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

Warranty & Additional Notes

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

Technical Support

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

License Agreement

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

Limit of Remedy:

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

Number 23-0380

Adopted Date _March 28, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 3/21/23 and 3/23/23 as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

fina Osborne, Clerk

/tao

cc:

Auditor •

Number 23-0381

Adopted Date March 28, 2023

PUBLIC IMPROVEMENT PERFORMANCE AND APPROVE A SUBDIVISION MAINTENANCE SECURITY RELEASE FOR GRAND COMMUNITIES, LLC. FOR LAKESIDE AT SHAKER RUN, SECTION THREE SITUATED IN TURTLECREEK **TOWNSHIP**

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

RELEASE

Bond Number

21-007 (W/S)

Development

Lakeside at Shaker Run, Section Three

Developer

Grand Communities, LLC

Township

Turtlecreek

Amount

\$4,508.50

Surety Company

RLI Insurance Company (CMS0341689)

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cgb

cc:

Grand Communities, LLC., Denise Placke, 3940 Olympic Blvd, Ste 400, Erlanger KY 41018

RLI Insurance Company, 9025 N. Lindbergh Drive, Peoria, IL 61615

Water/Sewer (file)

Number_23-0382

Adopted Date March 28, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE FOR GRAND COMMUNITIES, LLC. FOR LAKESIDE AT SHAKER RUN, SECTION FOUR SITUATED IN TURTLECREEK **TOWNSHIP**

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

RELEASE

Bond Number

21-021 (W/S)

Development

Lakeside at Shaker Run, Section Four

Developer

Grand Communities, LLC

Township

Turtlecreek

Amount

\$3,985.80

Surety Company

Berkley Insurance Company (No. 0239556)

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cgb

cc:

Grand Communities, LLC., Denise Placke, 3940 Olympic Blvd, Ste 400, Erlanger KY 41018

Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830

Water/Sewer (file)

Number 23-0383

Adopted Date March 28, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH GRAND COMMUNITIES, LLC. FOR SHAKER RUN SUBDIVISION, SECTION EIGHT, PHASE A, SITUATED IN TURTLECREEK TOWNSHIP

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

RELEASE

Bond Number

22-006 (W/S)

Development

Shaker Run Subdivision, Section Eight, Phase A

Developer

Grand Communities, LLC.

Township

Turtlecreek \$3,121.00

Amount Surety Company

RLI Insurance Company (CMS0347917)

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cgb

cc: Grand Communities, Ltd., Denise Placke, 3940 Olympic Blvd, Suite 100, Erlanger KY 41018

RLI Insurance Company, 525W. Buren Street, Suite 350, Chicago, IL 60607

Water/Sewer (file)

Number 23-0384

Adopted Date March 28, 2023

APPROVE A SUBDIVISION PUBLIC IMPROVEMENT PERFORMANCE AND MAINTENANCE SECURITY RELEASE WITH GRAND COMMUNITIES, LLC. FOR SHAKER RUN SUBDIVISION, SECTION NINE, SITUATED IN TURTLECREEK TOWNSHIP

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

<u>RELEASE</u>

Bond Number

21-016 (W/S)

Development

Shaker Run Subdivision, Section Nine

Developer

Grand Communities, LLC.

Township

Turtlecreek

Amount

\$9,024,40

Surety Company

RLI Insurance Company (CMS0342295)

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

Mrs. Jones - yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cgb

cc:

Grand Communities, Ltd., Denise Placke, 3940 Olympic Blvd, Suite 400, Erlanger KY 41018 RLI Insurance Company, 525 W Buren Street, Suite 350, Chicago, IL 60607

Water/Sewer (file)

Number 23-0385

Adopted Date __March 28, 2023

APPROVE VARIOUS RECORD PLATS

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

- Sunrise Ridge Subdivision Block "B" Replat Hamilton Township
- Meurer Field Estates Section One-E Washington Township

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

Mrs. Jones - yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28^{th} day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Plat File

RPC

Number 23-0386

Adopted Date March 28, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO JAIL CONSTRUCTION SALES TAX FUND #4495

BE IT RESOLVED, to approve the following supplemental appropriation to fully fund account for December 2022 and the remainder of 2023 sales tax fees:

\$ 12,000.00 into

#44953712-5910

(Other Expense)

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

Mrs. Jones - yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Supplemental App. file

OMB (file)

Number 23-0387

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS AND AN OPERATIONAL TRANSFER FOR JAIL CONSTRUCTION SALES TAX FUND #4495

WHEREAS, an Appropriation Adjustment and Operational Transfer are necessary in order to process payment for interest and principal for the Jail Bond debt; and

NOW THEREFORE IT BE IT RESOLVED, to approve the following appropriation adjustment and operational transfer to process payment for interest and principal for the Jail Bond debt:

Appropriation Adjustments

\$ 148,500.00 from	#44953712-5511	(Jail Sales Tax - Interest)
into	#44953712-5997	(Jail Sales Tax – Operational Transfer)

\$9,900,000.00 from	#44953712-5512	(Jail Sales Tax – Principal)
into	#44953712-5997	(Jail Sales Tax – Operational Transfer)

Operational Transfer

\$10,048,500.	from	#44953712-5997	(Jail Sales Tax - Operational Transfer)
	into	#3395-49000	(Jail Bonds - Distributions/Transfers)

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

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

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor Appropriation Adj. file Operational Trans. File Commissioners' file **OMB**

Number_23-0388

Adopted Date __March 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO PROSECUTOR'S OFFICE FUND #11011150

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Prosecutor's Office Fund #11011150 in order to process a vacation and sick leave payout for Timothy Shaffner former employee of the Prosecutor's Office:

\$12,409.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011150-5882	(Prosecutor's Office - Vacation Leave Payout)
\$9,145.00	from	#11011110-5881	(Commissioners - Sick Leave Payout)
	into	#11011150-5881	(Prosecutor's Office - Sick Leave Payout)

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

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

Resolution adopted this 28^{th} day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor _____

Appropriation Adjustment file Prosecutor's Office (file)

OMB

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 23-0389

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO PROSECUTOR'S OFFICE FUND #11011150

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Prosecutor's Office Fund #11011150 in order to process a vacation leave payout for Kelly Walsh former employee of the Prosecutor's Office:

\$2,398.00

from #11011110-5882

(Commissioners - Vacation Leave Payout)

into

#11011150-5882

(Prosecutor's Office - Vacation Leave Payout)

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Auditor

Appropriation Adjustment file Prosecutor's Office (file)

OMB

cc:

_{Number} 23-0390

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO PROBATE COURT FUND #11011250

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Probate Court Fund #11011250 in order to process a vacation and sick leave payout for Brenda Roark former employee of the Probate Court:

\$975.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11011250-5882	(Probate Court - Vacation Leave Payout)
\$909.00	from into	#11011110-5881 #11011250-5881	(Commissioners - Sick Leave Payout) (Probate Court - Sick Leave Payout)

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

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

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor 🗸

Appropriation Adjustment file

Probate Court (file)

OMB

_{Number} 23-0391

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO TELECOMMUNICATIONS FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Telecommunications Fund #11012810 in order to process a vacation and sick leave payout for Michael Callahan former employee of the Telecommunication's Department:

\$8,076.00	from	#11011110-5882	(Commissioners - Vacation Leave Payout)
	into	#11012810-5882	(Telecom - Vacation Leave Payout)
\$2,313.00	from	#11011110-5881	(Commissioners - Sick Leave Payout)
	into	#11012810-5881	(Telecom - Sick Leave Payout)

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

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

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor <u>√</u>

Appropriation Adjustment file

Telecom (file)

OMB

Number 23-0392

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE TREASURER'S OFFICE FUND 11011130

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 5000.00 from 11011130-5102 (Regular Salaries) into 11011130-5210 (Materials & Supplies)

\$10,000.00 from 11011130-5102 (Regular Salaries) into 11011130-5400 (Purchased Services)

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

Mrs. Jones – yea Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

/cs

cc:

Auditor 🗸

Appropriation Adj. file

Treasurer (file)

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 23-0393

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT GENERAL FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$5,000.00

from

11011223 5102

(Regular Salaries)

into

11011223 5850

(Training/Education)

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor __✓

Appropriation Adjustment file Common Pleas Court (file)

Number 23-0394

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN WARREN COUNTY GARAGE FUND #11011620

BE IT RESOLVED, to approve the following appropriation adjustment:

\$7,414.27

from

#11011620-5320

(Garage Capital Purchase)

into

#11011620-5317

(Garage Non-Capital Purchase)

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

Mrs. Jones - yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor_

Appropriation Adj. file

Garage (file)

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 23-0395

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY CONSTRUCTION PROJECTS FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$16,000.00

from #44673730-5320

(Capital Purchase)

into

#44673730-5317

(Non-Capital Purchase)

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc:

Auditor_

Appropriation Adj. file

Facilities Management (file)

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number_23-0396

Adopted Date March 28, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN THE WATER PROJECT FUND 5583

WHEREAS, the Water and Sewer department incurs project costs pertaining to a Wellfield optimization study; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00

from 55833200-5320

(Capital Purchase)

into

55833200-5400

(Purchased Services)

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

Mrs. Jones – yea

Mr. Young - yea

Mr. Grossmann – yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

mbz

cc:

Auditor<u>√</u> Appropriation Adj. file

Appropriation Adj. 1116
Water/Sewer (file)

Number 23-0397

Adopted Date __March 28, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

Mrs. Jones - yea

Mr. Young - yea

Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

/tao

cc:

Commissioners' file

REQUISITIONS

Department	Vendor Name	Description	Amo	ount
WAT	SMITH & BROWN CONTRACTORS INC	SEW HUNTER SEWER SYSTEM IMPROV	\$ 1,	967,000.00
WAT	CRONIN FORD NORTH	SEW 2023 FORD F150 XL CREW CAB	\$	47,720.00
SHE	FLYHIGH USA LLC	SHE DRONE	\$	13,250.00
SHE	FLYHIGH USA LLC	SHE DRONES & ACCESSORIES	\$	21,270.00
CSV	FURNITURE SOLUTIONS FOR THE WORKPLACE	(23) ADJUSTABLE HEIGHT L-DESKS	\$	44,561.65
CSV	SHAW INDUSTRIES INC	NEW CARPET IN 20 OFFICES AT CH	\$	31,623.47

PO CHANGE ORDERS

Department Vendor NameENG EAGLE BRIDGE CO

Description

KING AVENUE BRIDGE PROJECT

Amount

\$ 277,044.19 DECREASE

3/28/2023 APPROVED:

Tiffany Zindel, County Administra

BOARD OF COUNTY COMMISSIONERS WARREN COUNTY, OHIO

Resolution

Number 23-0398

Adopted Date _March 28, 2023

APPROVE APPOINTMENT OF ALTERNATE MEMBER TO THE RURAL ZONING **BOARD OF APPEALS**

BE IT RESOLVED, to approve the following appointment:

RURAL ZONING BOARD OF APPEALS

<u>Alternate</u>

Rex Jaeger 2715 S. St. Rt. 42 Lebanon, Ohio 45036

Term to expire 12/31/27

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

Mrs. Jones - yea Mr. Young - yea Mr. Grossmann - yea

Resolution adopted this 28th day of March 2023.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc;

Appointees Appointments file Zoning (file)

L. Lander