

# Resolution

Number 24-0119

Adopted Date January 23, 2024

HIRING EMILY TURNER AS A PROTECTIVE SERVICES CASEWORKER I, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION

WHEREAS, the department has requested to hire Ms. Turner as a Protective Services Caseworker I.

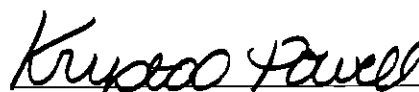
NOW THEREFORE BE IT RESOLVED, to hire Emily Turner as a Protective Services Caseworker I, within the Warren County Department of Job and Family Services, Children Services Division, classified, full-time permanent, non-exempt status, Pay Grade #14, \$20.86 per hour, effective January 29, 2024, subject a background check, drug screen and a 365-day probationary period.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

H/R

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

# Resolution

Number 24-0120

Adopted Date January 23, 2024

**APPROVING MULTIPLE LATERAL TRANSFERS WITHIN THE WARREN COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION**

WHEREAS, the Director and Deputy Director of Children Services have requested the lateral transfers of the following personnel:

- Annaliese Poweleit to Foster Care Caseworker I
- Kelley Hester to Adoption Caseworker I
- Laura Short to Protective Services Caseworker II

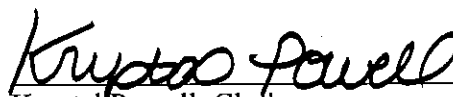
NOW THEREFORE BE IT RESOLVED, to approve the multiple lateral transfers, as stated within, for Warren County Department of Job and Family Services, Children Services Division effective dates within the first quarter of 2024, as assigned by the department.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Children Services (file)  
A. Poweleit's Personnel file  
K. Hester's Personnel file  
L. Short's Personnel file  
OMB – Sue Spencer

# Resolution

Number 24-0121

Adopted Date January 23, 2024

ACCEPTING RESIGNATION OF KYLA NEW, ADOPTION CASEWORKER II, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE JANUARY 26, 2024

BE IT RESOLVED, to accept the resignation, of Kyla New, Adoption Caseworker II, within the Warren County Department of Job and Family Services, Children Services Division, effective January 26, 2024.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 24-0122

Adopted Date January 23, 2024

**ADMINISTERING DISCIPLINARY ACTION AGAINST KELLY FIEBIG, EMERGENCY COMMUNICATIONS OPERATOR WITHIN THE WARREN COUNTY EMERGENCY SERVICES DEPARTMENT**

WHEREAS, Ms. Fiebig, Emergency Communications Operator, was charged with Group I offense #15, failure to observe departmental rules, in accordance with the Warren County Personnel Policy Manual; and

WHEREAS, the Operations Manager met with Ms. Fiebig to discuss new concerns of an incident that occurred on 1/5/2024 for failure to observe departmental rules and discussed that a pre-disciplinary conference would need to be arranged for Ms. Fiebig as she has prior active discipline in the past two years; and

WHEREAS, Ms. Fiebig waived her right to a pre-disciplinary conference on January 16, 2024, prior to a conference being arranged: and

WHEREAS, it is the recommendation of the Operations Manager that Ms. Fiebig serve a five (5) day suspension to follow progressive discipline as Ms. Fiebig has prior active discipline within the past two years.

NOW THEREFORE BE IT RESOLVED, that Kelly Fiebig, Emergency Communications Operator, within the Warren County Emergency Services Department, be disciplined for violating the Warren County Personnel Policy Manual as herein before discussed, the penalty for which shall consist of a five (5) day suspension to be served February 7, 2024, February 13, 2024, February 27, 2024, March 6, 2024 and March 12, 2024; and

BE IT FURTHER RESOLVED, this action shall become a part of Ms. Fiebig's personnel file.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Emergency Services (file)  
K. Fiebig's Personnel File  
OMB (Sue Spencer)

# Resolution

Number 24-0123

Adopted Date January 23, 2024

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

WHEREAS, Kristina Eltzroth, Administrative Support within the Warren County Department of Job and Family Services, Human Services Division, has successfully completed a 365-day probationary period.

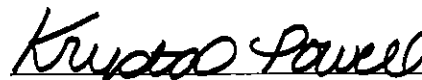
NOW THEREFORE BE IT RESOLVED, to approve Kristina Eltzroth's completion of 365-day probationary period and to approve a pay increase to end of probationary rate of \$18.67 per hour effective pay period beginning January 27, 2024.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

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

# Resolution

Number 24-0124

Adopted Date January 23, 2024

AMENDING RESOLUTION #24-0033, ADOPTED JANUARY 09, 2024, TO REFLECT THE CORRECT EFFECTIVE DATE FOR THE REMOVAL OF PROBATIONARY EMPLOYEE JODY SCHENKEL WITHIN WARREN COUNTY JOB AND FAMILY SERVICES, HUMAN SERVICES DIVISION

WHEREAS, pursuant to Resolution #24-0033 adopted January 9, 2024, the effective date of removal of probationary employee, Jody Schenkel was listed as January 4, 2023, the correct effective date is January 4, 2024.

NOW THEREFORE BE IT RESOLVED, to amend Resolution #24-0033, adopted January 9, 2024, to reflect the correct the effective date of removal of probationary employee Jody Schenkel to January 4, 2024.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: J. Schenkel's Personnel file  
Human Services (file)  
S. Spencer  
T. Whitaker

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

# Resolution

Number 24-0125

Adopted Date January 23, 2024

APPROVING PROMOTION OF BO HARNER TO THE POSITION OF WATER DISTRIBUTION WORKER II/LOCATER WITHIN THE WATER AND SEWER DEPARTMENT

WHEREAS, Mr. Harner has obtained his CDL license and eligible to be promoted to a Water Distribution Worker II/Locater classification; and

WHEREAS, it is the desire of the Board to promote Bo Harner to said position in accordance with the Sanitary Engineer's staffing plan.

NOW THEREFORE BE IT RESOLVED, to approve the promotion of Bo Harner to the position of Water Distribution Worker II/Locater within the Water and Sewer Department, classified, full-time permanent, non-exempt status, Pay Range #15, \$24.72 per hour, effective pay period beginning December 30, 2023.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

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

# Resolution

Number 24-0126

Adopted Date January 23, 2024

## APPROVING APPOINTMENTS AND REAPPOINTMENTS TO THE CRIMINAL JUSTICE BOARD OF WARREN COUNTY

BE IT RESOLVED, to approve the following appointments and reappointments to the Criminal Justice Board:

### New Appointments to the Board:

Josh Hisle (to fill unexpired term of Matt Fetty) term to expire 12/31/25  
OhioMeansJobs Warren County

### Re- Appointments to the Board:

Katie Perdue (Franklin Municipal Court)	3-year term to expire 12/31/2026
Brett Richardson (Warren County Sheriff's Office)	3-year term to expire 12/31/2026
Jennifer Burnside (Warren Co. Common Pleas Court)	3-year term to expire 12/31/2026
Sgt. Jeff Mitchell (Lebanon Police Department)	3-year term to expire 12/31/2026
Laura Schnecker (Warren County Juvenile Court)	3-year term to expire 12/31/2026
Megan Manuel (Warren County BDD)	3-year term to expire 12/31/2026
Angela Mustard (Mason Municipal Court)	3-year term to expire 12/31/2026
Levi Wells (Mason Police Chief)	3-year term to expire 12/31/2026
Laurie Hoppenjans (Talbert House)	3-year term to expire 12/31/2026
Amy Fornshell (Mental Health Recovery Bd.)	3-year term to expire 12/31/2026
Jeff Rhein (Mental Health Recovery Bd.)	3-year term to expire 12/31/2026
Robert Peeler (Warren County Common Pleas Court)	3-year term to expire 12/31/2026

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/11

cc: Appointments file  
Appointees

Community Corrections (file)  
L. Lander



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

# Resolution

Number 24-0127

Adopted Date January 23, 2024

**CANCELLING REGULARLY SCHEDULED COMMISSIONERS' MEETING OF  
THURSDAY, JANUARY 25, 2024**

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meeting of Thursday, January 25, 2024.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Auditor   
Commissioners' file  
Press

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 24-0128

Adopted Date January 23, 2024

**AUTHORIZING THE BOARD TO SIGN THE ANNUAL COUNTY HIGHWAY SYSTEM  
MILEAGE CERTIFICATION**

BE IT RESOLVED, to authorize the Board to sign the Ohio Department of Transportation annual County Highway System Mileage Certification for 2023 effective December 31, 2023.

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

Mr. Young -- yea

Mrs. Jones -- yea

Mr. Grossmann -- yea

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: State of Ohio  
Engineer (file)



# Ohio Department of Transportation

Office of Technical Services

## 2023 County Highway System Mileage Certification

**Note: This form must be submitted to ODOT no later than March 1, 2024 or county mileage will be certified by default based on the best information available.**


The total length of county maintained public roads in WARREN County  
was 267.499 miles as of December 31, 2022

As certified by the Board of County Commissioners and/or reported by the Director of Transportation in accordance with the provisions specified in Section 4501.04 of the Ohio Revised Code.

Consider all mileage changes that occurred in CY 2023 and determine the net increase or decrease in mileage. Add the net change to the 2022 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2023

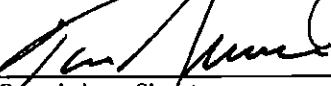
the county was responsible for maintaining 267.080 miles of public roads.

  
\_\_\_\_\_  
Signature of President of Board of County Commissioners

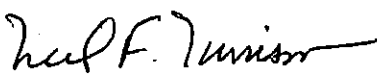
1-23-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner Signature

1-23-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Commissioner Signature

1-23-24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
County Engineer Signature

1/18/2024  
\_\_\_\_\_  
Date

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation  
Office of Technical Services

Mail Stop #3210  
1980 West Broad St. 2nd Floor

Columbus, Ohio 43223

Attn: Aaron Shvach (614) 466-5135 or aaron.shvach@dot.ohio.gov

Summary of 2023 ODOT Changes  
for Roads in WARREN County,  
Township 00 , COUNTY

Certified Mileage for 2022 : 267.499 Miles

TWP	00	Route: C	Route Name: NA	Change: 0.000
Reason For Change LEBANON ANNEXATION ORD#2022-136 80.511 ACRES ANNEXED TO THE CITY OF LEBANON. NO ROADS OR MILEAGE INVOLVED.				
TWP	00	Route: C 00000	Route Name: NA	Change: 0.000
Reason For Change SOUTH LEBANON ANNEXATION ORD# 2023-03 1.003 ACRES ANNEXED TO THE CITY OF SOUTH LEBANON. NO ROADS OR MILEAGE INVOLVED.				
TWP	00	Route: C 00038	Route Name: MASON MORROW MILLGROVE RD	Change: -0.032
Reason For Change CR 38 MASON MORROW MILLGROVE RD IS NOW COMPLETELY WITHIN THE CITY OF SOUTH LEBANON FROM LOGS 1.932 TO 1.997 DUE TO SOUTH LEBANON ANNEXATION ORD# 2023-13.				
TWP	00	Route: C 00048	Route Name: SHAKER RD	Change: -0.159
Reason For Change CR 48 SHAKER RD IS NOW HALF WITHIN THE CITY OF FRANKLIN FROM LOGS 5.701 TO 6.019 DUE TO FRANKLIN ANNEXATION ORD# 2023-37.				
TWP	00	Route: C 00104	Route Name: MANCHESTER RD	Change: -0.228
Reason For Change CR 104 MANCHESTER RD IS NOW HALF WITHIN THE CITY OF FRANKLIN FROM LOGS 1.766 TO 2.221 DUE TO FRANKLIN ANNEXATION ORD# 2023-37.				
TWP	00	Route: C NA	Route Name: NA	Change: 0.000
Reason For Change LEBANON ANNEXATION ORD#2023-070 51.4419 ACRES ANNEXED TO THE CITY OF LEBANON. NO ROADS OR MILEAGE INVOLVED.				

Total Changes: -0.419

Certified Mileage For: 2023 : 267.080 Miles

*BOARD OF COUNTY COMMISSIONERS  
WARREN COUNTY, OHIO*

# Resolution

Number 24-0129

Adopted Date January 23, 2024

AUTHORIZING THE WARREN COUNTY ADMINISTRATOR TO SIGN A GRANT AGREEMENT AND SUPPORTING DOCUMENTS WITH THE OHIO EMERGENCY MANAGEMENT AGENCY RELATIVE TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) ON BEHALF OF WARREN COUNTY EMERGENCY SERVICES

BE IT RESOLVED, to authorize the Warren County Administrator to sign the Grant Agreement and corresponding Assurances and Certifications, with the Ohio Emergency Management Agency relative to the Emergency Management Performance Grant (EMPG), as attached hereto and made a part hereof.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a—Ohio State Emergency Management Agency  
Emergency Services (file)  
OGA

**OHIO EMERGENCY MANAGEMENT AGENCY  
GRANT AGREEMENT**

<b>Subrecipient Grant Agreement #</b>	<b>Subrecipient Vendor ID #</b>	<b>Federal Pass-Thru #</b>	<b>AL #</b>	<b>State Fund #</b>	<b>State Grant #</b>
FY23EMPG-83	52991	EMC-2023-EP-00003	97.042	3370	DPSFE285
<b>FY2023 Emergency Management Performance Grant Program</b>		<b>Total Award</b>		<b>Performance Period</b>	
Warren County Department of Emergency Services		\$106,554.00		10/01/2022 – 12/31/2024	
<b>Subrecipient Signatory Office/Address</b>			<b>Recipient Office/Address</b>		
Name/Title	Martin Russell, County Administrator		Name/Title	Sima S. Merick, Executive Director	
Agency	Warren County Department of Emergency Services		Agency	Ohio Emergency Management Agency	
Address	520 Justice Dr		Address	2855 W. Dublin Granville Road	
City, Zip	Lebanon	OH 45036-2486	City, Zip	Columbus	OH 43235-2206


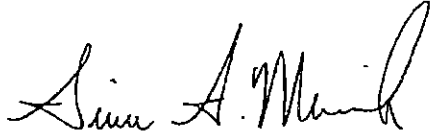
**Grant Award Requirements**

- The following forms must be filled out, signed and returned with to the Ohio EMA Grants Branch via e-mail to [EMA\\_Grants@dps.ohio.gov](mailto:EMA_Grants@dps.ohio.gov) within sixty (60) days after receipt of this Award:
  - **Grant Agreement** – (Insert Subrecipient Grant Manager and Fiscal Contact information)
  - **Assurances & Disclosure of Lobbying Agreement**
- Signatory of this Agreement must have authority to obligate the Subrecipient.
- Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Notice of Award document has been returned to Ohio EMA.
- Subrecipient agrees to submit through revised Baseline Work Plan any significant revisions to their pre-approved budget, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.
- Subrecipient will draw down funds through submission of a “Request for Cash” to include proof of cost and proof of payment documentation
- When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e. request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.
- Subrecipient will submit the Ohio EMA non-competitive procurement form to Ohio EMA prior to making a “sole source” purchase for required pre-approval. Retroactive approval will not be granted and expenditures will not be reimbursed without pre-approval.
- All procurements exceeding \$10,000 must be pre-approved by Ohio EMA prior to obligation of funds
- Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
- Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.
- Subrecipient agrees that it cannot undertake any project having potential impact on Environmental and Historical Preservation (EHP) resources without the prior approval of DHS-FEMA. Subrecipient must comply with all conditions placed on a project as a result of the EHP review. A change in scope of work will require EHP re-evaluation.

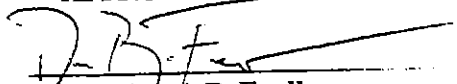
- The EMPG Grant requires a **50% match**. Subrecipients may only provide up to 25% of their federal award with third party in-kind (soft match) contributions. Any in-kind match requires proper documentation.
- **Subrecipient is required to submit quarterly Requests for Cash via EM Grants. Requests for Cash are due until all funds are expended, de-obligated or until the period of performance ends.**
- Failure to demonstrate progress or report progress on a quarterly basis will result in de-obligation of grant funding.
- Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
  - Subrecipient shall use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
  - Subrecipient shall only use funds in accordance with the FY2023 EMPG Federal and State guidance and the rules, regulations and requirements contained within.
  - Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.
  - Subrecipient shall not utilize federal funds as a match for this grant.
  - Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise.
  - Subrecipient agrees to update and finalize the Bi-annual Strategy Implementation Report (BSIR) within the time frames provided by and as directed by Ohio EMA.
  - Subrecipient agrees to submit a current Master Asset Listing along with a yearly inventory certification within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.
  - Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
  - Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, & shall specify the changes & justification.
- This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
- Authorized Program Expenditures include: Planning, Organization, Personnel, Equipment, Training, and Administration as outlined in the county's application and in accordance with FY2023 EMPG guidance.
- Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as SAA.
- Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any & all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Homeland Security.
- This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective & valid under applicable law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
- Recipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
- In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that US DHS-FEMA or the State of Ohio determines that

funds are not appropriated or otherwise available to support continuation of this sub-grant, the sub-grant shall be canceled. A determination of unavailability of funds shall be final and conclusive.

- Recipient may request review any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
- Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Recipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
- Subrecipient is prohibited from transferring funds among direct cost categories, programs, functions, or activities without prior written approval from Ohio EMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget Ohio EMA last approved.
- Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
- Subrecipient shall provide such information as may be requested by U.S. DHS to ensure compliance with any applicable environmental laws and regulations.
- Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
- Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and U.S. DHS.
- Per DHS special conditions of the FY2023 EMPG, the Subrecipient and Subrecipient's employees may not engage in trafficking of persons, procurement of commercial sex acts and/or use of forced labor in the performance of this award or during the duration that this award is in place.
- Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
- Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
- Subrecipient agrees to reimburse Grantor for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this agreement.
- Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to sub-recipients actions under this Agreement

Subrecipient Signatory Official(s)	Date	Grantee Signatory Official	Date
	1/23/24		12/18/2023
Martin Russell, County Administrator Warren County Department of Emergency Services		Sima S. Merick, Executive Director Ohio Emergency Management Agency, State Administrative Agency	

**APPROVED AS TO FORM**

  
**Derek B. Faulkner**  
 Asst. Prosecuting Attorney



## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
Warren County Department of Emergency Services	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Martin"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Russell"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="County Administrator"/>	
* SIGNATURE: <input type="text" value="M Russell"/>	* DATE: <input type="text" value="1/23/24"/>


**State of Ohio**  
**Ohio Emergency Management Agency**  
**NIMS Compliance Certification Statement**

I, Martin Russell, County Administrator of Warren County. I have reviewed Warren County Department of Emergency Service's application and supporting documentation to the Ohio Emergency Management Agency for NIMS implementation and compliance with NIMS objectives.

I hereby certify:

- (1) that the Warren County has sufficient legal authority provided by Warren County's lawfully enacted or promulgated statutes, ordinances, or regulations to adopt the NIMS requirements;
- (2) that such statutes, ordinances, or regulations are in full force and effect on the date of this certification;
- (3) that the tasks necessary to implement NIMS requirements have been accomplished to the "good faith effort" standard within the Warren County by all disciplines receiving direct benefit as a result of federal preparedness funding; and
- (4) that Warren County Department of Emergency Services has reviewed the specific tasks in the FEMA NIMS Implementation Objectives and completed the annual NIMS survey as provided by the Ohio EMA in its grant announcement.

To assist Ohio EMA's review of this application, additional evidence of compliance may be requested and reviewed by Ohio EMA and must be made available upon request. I understand failure to provide the information may result suspended or terminated funding.



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*Martin Russell*  
*County Administrator*  
*1/12/2024*

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

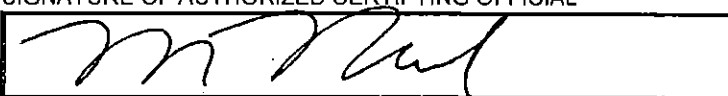
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Administrator
APPLICANT ORGANIZATION Warren County Department of Emergency Services	DATE SUBMITTED 1/23/24

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wellands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE County Administrator
APPLICANT ORGANIZATION Warren County Department of Emergency Services	DATE SUBMITTED 1/23/24

# DISCLOSURE OF LOBBYING ACTIVITIES

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

OMB Number: 4040-0013  
Expiration Date: 02/28/2025

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

**4. Name and Address of Reporting Entity:**

Prime     SubAwardee    Tier if known:

\* Name: Warren County Department of Emergency Services

\* Street 1: 520 Justice Drive    Street 2: \_\_\_\_\_

\* City: Lebanon    State: OH: Ohio    Zip: 45036

Congressional District, if known: \_\_\_\_\_

**5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:**

\* Name: Ohio Emergency Management Agency

\* Street 1: 2855 W. Dublin-Granville Road    Street 2: \_\_\_\_\_

\* City: Columbus    State: OH: Ohio    Zip: 43235

Congressional District, if known: OH-15

<b>6. * Federal Department/Agency:</b> DHS/FEMA	<b>7. * Federal Program Name/Description:</b> Homeland Security Grant Program CFDA Number, if applicable: 97.067
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<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____
---	---

**10. a. Name and Address of Lobbying Registrant:**

Prefix \_\_\_\_\_ \* First Name: Martin    Middle Name: \_\_\_\_\_

\* Last Name: Russell    Suffix: \_\_\_\_\_

\* Street 1: \_\_\_\_\_    Street 2: \_\_\_\_\_

\* City: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_

**b. Individual Performing Services (including address if different from No. 10a)**

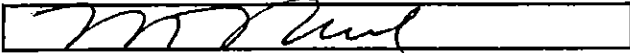
Prefix \_\_\_\_\_ \* First Name: \_\_\_\_\_    Middle Name: \_\_\_\_\_

\* Last Name: \_\_\_\_\_    Suffix: \_\_\_\_\_

\* Street 1: \_\_\_\_\_    Street 2: \_\_\_\_\_

\* City: \_\_\_\_\_    State: \_\_\_\_\_    Zip: \_\_\_\_\_

**11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

\* Signature: 

\* Name: Prefix \_\_\_\_\_ \* First Name: Martin    Middle Name: \_\_\_\_\_

\* Last Name: Russell    Suffix: \_\_\_\_\_

Title: County Administrator    Telephone No.: \_\_\_\_\_    Date: 1/23/24

## Summary Sheet for Assurances and Certifications

Grant Year: FY2023

Grant Program: EMPG

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I                  SF-424B, Assurances for Non-construction Programs
- Part II                 SF-424D, Assurances for Construction Programs
- Part III                GG Lobbying Form, Certification Regarding Lobbying
- Part IV                SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Martin Russell

County Administrator

---

Typed Name of Authorized Representative

Title



1/23/24

---

Signature of Authorized Representative

Date Signed



# Resolution

Number 24-0130

Adopted Date January 23, 2024

APPROVING PROFESSIONAL SERVICE AGREEMENT BETWEEN ELITE COMPUTER INC. AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12<sup>TH</sup> LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, the Warren County Commissioners are the Fiscal Agent for the Local Workforce Development Board; and

WHEREAS, the Local Workforce Development Board's Executive Director executes the functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the local WDB; and

WHEREAS, the WDB's Executive Director has contracted with Elite Computer, Inc. to provide IT support for the local WDB, effective August 19, 2023, and continuing through August 18, 2024 at a total cost of \$1,872.00 to be paid monthly at a charge of \$156.00.

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners as the Fiscal Agent on behalf of the Area 12 Workforce Development Board, does hereby approve the contract with the said provider through August 18, 2024. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – Elite Computers, Inc  
Area 12 Workforce Development Board (file)

## CONSULTANT VENDOR CONTRACT

THIS CONSULTANT AGREEMENT, made and entered into by and between BCW/Workforce and the Elite Computer Inc. doing business as Elite Computer Inc. with offices located at 7985 Washington Woods Dr. Dayton OH, 45459, herein referred to as "Consultant,"

### RECITALS

WHEREAS BCW/Workforce desires IT Consultant services for the purpose of computer helpdesk support, security, office 365 backups, and computer maintenance for BCW/Workforce staff; and

WHEREAS, the Consultant has been determined by BCW/Workforce to have the necessary experience, expertise, and qualifications to provide those services,

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 agree as follows:

#### I. SCOPE OF PROFESSIONAL SERVICES

##### A. IT Support Services for BCW Staff:

##### 1. Managed Services Provider

A. Unlimited Remote via helpdesk, security, software, automated computer maintenance, office 365 backups.

#### II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement. Total compensation payable to Consultant for services rendered pursuant to this

Agreement, including out-of-pocket expenses, shall not exceed one hundred and fifty six dollars per month (\$156.00) billed at fifty two dollars(\$52.00) times 3 computers per month.

- B. Unless otherwise agreed to in writing by the BCW/Workforce Executive Director, payment therefore shall be made upon completion of this Agreement and submission of an invoice.
- C. Payment shall only be made pursuant to a detailed invoice based upon the quote attached hereto as Exhibit A. The invoice shall be submitted within 20 days of the closeout meeting and submission of the written closeout summary.
- D. Consultant shall submit documentation substantiating their costs as listed in their quote along with their invoice.

III. DURATION

This is a professional service contract that shall begin on August 19, 2023 and continue through August 18, 2024.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement, nor does it cause Consultant to be an officer or official of the BCW/Workforce. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. INSURANCE REQUIREMENTS

Consultant maintains insurance appropriate to their business.

VI. HOLD HARMLESS CLAUSE

The Consultant shall indemnify, hold harmless, and defend the BCW/Workforce, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the BCW/Workforce or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state, and local taxation. Regulations of the Internal Revenue Service require BCW/Workforce to report all amounts paid to non-corporate or corporate Consultants. Consultant agrees to furnish BCW/Workforce with its taxpayer identification number (TEIN) prior to the effective date of this Contract. Consultant further agrees to provide such other information to the BCW/Workforce as may be required by the IRS or the State Department of Revenue.

VIII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Ohio. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

IX. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he/she is qualified to do business in the State of Ohio, and has full right, power, and authority to enter into this Agreement.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XI. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties

hereto and their respective heirs, successors and assigns.

XII. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XIII. COUNTERPARTS OR ELECTRONIC COPIES

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument or the parties to this contract may authenticate the agreement with an electronic signature which shall be given the same legal force and effect as a handwritten signature.

XIV. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement effective August 19, 2023, through August 18, 2024 between: Doug Ruedisueli Elite Computers, signing by and through its Owner (Title of Individual authorized to sign) and BCW/Workforce signing by and through its Executive Director.

AS TO CENTER FOR WORKFORCE EXCELLENCE INTERNATIONAL:

ATTEST:

\_\_\_\_\_ L.S.

BY:   
(Signature)

\_\_\_\_\_ L.S.

Doug Ruedisueli  
Printed Name

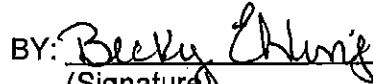
TITLE: Owner

DATE: 12/1/23

AS TO: BCW/WORKFORCE

WITNESSED BY:

\_\_\_\_\_ L.S.

BY:   
(Signature)

\_\_\_\_\_ L.S.

Becky Ehling

TITLE: BCW/Workforce Exec. Dir.

DATE: 12/14/23



# Quotation

**Elite Computers Inc.**  
 7985 Washington Woods Dr  
 Dayton OH 45459  
 Phone: 937-684-2792  
 Website: <https://www.elite-computers.net>

Date	Expiry Date	Quotation #
08/18/2023	11/18/2023	20221175

**Quotation To:**  
 BCW Workforce  
 406 Justice Dr. Lebanon, OH 45036  
 Suite 301  
 Lebanon, 45036

**Attention:**  
 Traci Stivers  
 513-415-1510  
[traci.stivers@BCWorkforce.com](mailto:traci.stivers@BCWorkforce.com)

Name	Item Type	Description	Quantity	Unit Price	Discount	Total
MSP	Product Item	MSP (Managed Services Provider) Includes: Unlimited Remote via Helpdesk, Security Software, Automated Computer Maintenance, Office 365 Backups. **Billed Per Computer Per Month**	3.00	\$52.00	0.00%	\$156.00

<b>Total:</b>	<b>\$156.00</b>
<b>Tax Value:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$156.00</b>

**Summary:**  
 Monthly Services for Computer Support + Backups for Office 365

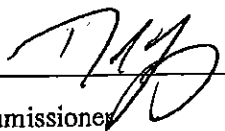
**Terms and Conditions:**  
 Prices are valid for 30 days and for the quantities listed on the quote request unless otherwise noted.  
 Some products might be delayed due to supply chain disruptions.




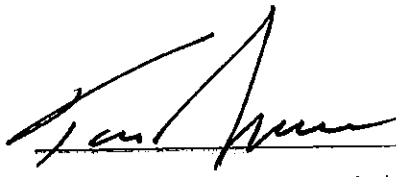
**FISCAL AGENT EXECUTION**

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

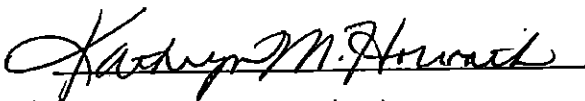
**Warren County Board of County Commissioners**

  
\_\_\_\_\_  
David Young, Commissioner

  
\_\_\_\_\_  
Shannon Jones, Commissioner

  
\_\_\_\_\_  
Thomas Grossmann, Commissioner

**Approved as to form:**

  
\_\_\_\_\_  
Asst. Warren County Prosecuting Attorney

# Resolution

Number 24-0131

Adopted Date January 23, 2024

APPROVING PROFESSIONAL SERVICE AGREEMENT BETWEEN FROST, BROWN TODD LLP. AND THE WORKFORCE DEVELOPMENT BOARD OF OHIO'S 12<sup>TH</sup> LOCAL WORKFORCE DEVELOPMENT AREA

WHEREAS, Warren County Commissioners are the Fiscal Agent for the Local Workforce Development Board; and

WHEREAS, the Local Workforce Development Board's Executive Director executes the functions of the local WDB, as outlined in section 107(d) of WIOA and 20 C.F.R. 679.370, which includes awarding contracts and agreements for the activities of the local WDB; and

WHEREAS, the WDB's Executive Director has contracted with Frost, Brown, Todd LLP. to provide support for the local WDB to incorporate into a 501C3 nonprofit, effective January 4, 2024, and continuing through June 30, 2024, at a total cost not to exceed \$5,000.00.

NOW THEREFORE BE IT RESOLVED, that the Board of Warren County Commissioners as the Fiscal Agent on behalf of the Area 12 Workforce Development Board, does hereby approve the contract with the said provider through June 30, 2024. A copy of said agreement is attached hereto and made a part hereof.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: c/a – Frost, Brown, Todd LLP  
Area 12 Workforce Development Board (file)

## LEGAL SERVICES AGREEMENT

This Agreement entered into the 4<sup>th</sup> day of January, 2024, between BCW/WORKFORCE, the administrative entity, pursuant to the Local Governance Agreement, effective July 1, 2017, for the local Workforce Development Area, as designated by the Governor of the State of Ohio, pursuant to the Workforce Innovation and Opportunity Act, ("WIOA") Pub. L. 113-128, consisting of Butler, Clermont and Warren Counties, located at 406 Justice Dr., Suite 301 Lebanon, Ohio 45036 and FROST BROWN TODD LLP (hereinafter referred to as "Attorneys") located at Great American Tower, 301 E. Fourth St., Suite 3300, Cincinnati, OH 45202, to begin on the date this Agreement is executed by the parties.

### RECITALS

WHEREAS, in accordance with WIOA, the Consortium of Counties, consisting of Butler, Clermont and Warren Counties, appointed a local workforce development board, known as the BCW/Workforce Development Board; and

WHEREAS, WIOA allows local workforce development boards to incorporate and form 501(c)(3), non-profit corporations; and

WHEREAS, the Consortium of Counties and the BCW/Workforce Board are desirous of forming a 501(c)(3), non-profit corporation; and

WHEREAS, BCW/Workforce, the administrative entity, in accordance with their applicable procurement requirements, sought quotes for legal services for the purpose of incorporating the BCW/Workforce as a 501(c)(3), non-profit corporation; and

WHEREAS, following the consideration of all the quotes received, the Firm of Frost Brown Todd LLP was selected;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, BCW/Workforce and Attorneys do mutually agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to form and establish the existing local workforce development board as a non-profit corporation, which shall continue to operate as the required local workforce development board under WIOA, and shall continue to rely on the BCW/Workforce administrative staff to staff and support the BCW/Workforce Development Board under its newly created status as a non-profit corporation. Further it is the intent of the BCW/Workforce Development Board, Inc., to enjoy and take advantage, to the extent allowed under the law, of its status as a non-profit corporation in the conduct of its business.

2. **TERM.** This Agreement shall commence on the date this Agreement is fully executed by both Parties, and shall end at the conclusion of all services, unless terminated earlier pursuant to Paragraph 11. It is anticipated that the work to be performed under this Agreement shall be accomplished by July 1, 2024.

3. **SCOPE OF SERVICE.** BCW/Workforce hereby engages ATTORNEYS to provide the following services: (i) assure that the Name BCW/Workforce Development Board, Inc. is available (ii) form and register the BCW/Workforce Development Board as a non-profit corporation in accordance with the Ohio Revised Code, Title 17, Chapter 1702, Non-profit Corporations, (iii) identify the BCW/Workforce Executive director as the Registered Agent for the corporation (iv) identify the current officers of the BCW/Workforce Development Board as the officers of the new corporation and the members of the BCW/Workforce Development Board as the directors of the newly formed corporation (v) file the Initial Report with the State of Ohio, if required under Ohio

law, (vi) obtain an Ohio Tax Identification Number and comply with Ohio non-profit tax registration requirements (vii) obtain an Internal Revenue Service "EIN" (viii) file IRS Form 1023 with the IRS using the IRS online filing system to create the BCW/Workforce Development Board, Inc. as a 501(c)(3) corporation, (ix) assure that the BCW/Workforce Development Board, Inc. is not classified as a Foundation by the IRS and (x) Advise the BWC/Workforce Executive Director regarding any local licenses or permits required.

4. **CORPORATE TRANSPARENCY ACT.** Unless ATTORNEYS have been explicitly retained to advise on compliance with the federal Corporate Transparency Act or any similar state statute (collectively, "CTA"), we have no responsibility to advise BCW/Workforce Development Board on compliance with the CTA or applicability of CTA exemptions. In connection with the formation of the nonprofit corporation described herein, ATTORNEYS shall provide to BCW/Workforce Development Board any ATTORNEY-specific information required for a CTA filing. ATTORNEYS will not be responsible for making any initial or updated filing required under the CTA, which shall remain the responsibility of BCW/Workforce Development Board.

5. ATTORNEYS, shall provide for the adoption of the existing By-Laws of the unincorporated BCW/Workforce Development Board as the By-Laws of the BCW/Workforce Development Board, Inc. to the extent such By-Laws follow the legal requirements of a 501(c) corporation.

6. ATTORNEYS, shall provide a Resolution recognizing the minutes of the BCW/Workforce Development Board formerly known as the Workforce Investment Board of Butler, Clermont, Warren or WIBBCW, as the minutes of new entity.

7. ATTORNEYS, shall not sublet, assign or transfer any work under this Agreement without prior approval of the BCW/Workforce Administrative Entity Executive Director.

8. The ATTORNEYS shall work under the direction of, and report directly to, the BCW/Workforce Executive Director.

9. While ATTORNEYS are interest in assisting BCW/Workforce in other matters, unless ATTORNEYS are specifically engaged for some other future matter this will confirm that our representation of you is limited to foregoing matter and will end when it is concluded.

10. BWC/Workforce is engaging ATTORNEYS to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the BWC/Workforce's future rights and liabilities. Unless BWC/Workforce engages ATTORNEYS after completion of the matter to provide additional advice on issues arising from the matter, ATTORNEYS have no continuing obligation to advise the Client with respect to future legal developments.

11. **KEY INDIVIDUAL**. The Parties agree that the following individual is a Key Individual under this Agreement: Rachel Chamberlain, Esq. ATTORNEYS acknowledge that the BCW/Workforce has entered into this Agreement based on ATTORNEYS' representations that the Key Individual is currently employed by ATTORNEYS. To the extent that the Key Individual requires the assistance of other individuals employed or retained by the ATTORNEYS, the ATTORNEYS represent and warrant that said individuals are skilled, experienced, appropriately licensed or certified, and competent

in their respective trades or professions to provide said assistance and shall perform said assistance under the direct supervision and control of said Key Individuals.

12. **PAYMENT OF FEES AND EXPENSES.** Compensation for services rendered and expenses incurred by ATTORNEYS pursuant to this Agreement are as follows:

a. The ATTORNEYS' fees and expenses under this Agreement shall not exceed **\$5,000.00**.

b. ATTORNEYS shall be paid a fee for services rendered pursuant this Agreement according to the following Fee Schedule:

i. Rachel Chamberlain: \$395.00 per hour and associates at ATTORNEYS' established rates, cumulatively and in total not to exceed \$5,000.00 for the scope of work described above.

ii. ATTORNEYS may charge for costs associated with the required filings and related out of pocket expenses based upon the submission of receipts along with their invoice.

c. ATTORNEYS shall invoice BCW/Workforce upon completion of the services described herein, by submission of a summary invoice for their fees and expenses, detailing the name of the person providing the service, the hours spent on the project, the date on which the service was provided, and expenses incurred as supported by invoices to be submitted with the invoice.

d. BCW/Workforce shall process and pay all invoices within 30 days of receipt of the invoice. Payments shall be remitted to:

Frost Brown Todd LLP  
Great American Tower,

301 E. Fourth St., Suite 3300  
Cincinnati, OH 45202

**13. ATTORNEY'S ADDITIONAL REPRESENTATIONS, DUTIES AND RESPONSIBILITIES.**

a. The ATTORNEY shall adhere to all state and local laws, administrative orders and rules, including Rules regulating the Ohio Bar and applicable local Warren County ordinances and policies, as Warren County has been designated the fiscal agent for BCW/Workforce and the BCW/Workforce Development Board, Inc.

b. During the performance of this Agreement, the ATTORNEY herein assures BCW/Workforce that the ATTORNEYS are in compliance with Title VII of the 1964 Civil Rights Act, as amended, and that the ATTORNEYS do not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ATTORNEYS' employees or applicants for employment. The ATTORNEYS understand and agree that this Agreement is conditioned upon the veracity of this statement of assurance. Other applicable federal, state and local laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto.

c. The ATTORNEY shall be bound by and shall follow the Ohio Bar Rules of Professional Responsibility when addressing issues of confidentiality, conflict of interest and the attorney-client relationship with the BCW/Workforce and BCW/Workforce Development Board, Inc.

d. ATTORNEY hereby informs BCW/Workforce, and BCW/Workforce acknowledges, that it is ATTORNEY's policy to comply strictly with the terms of the ABA



Statement of Policy Regarding Lawyers' Responses to Auditor's Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

e. The ATTORNEYS shall not represent or advise a client in any matter adverse to the BCW/Workforce and BCW/Workforce Development Board, Inc. unless the conflict is waived by the BCW/Workforce and BCW/Workforce Development Board, Inc.

f. On matters related to the services covered by this Agreement, the ATTORNEYS agree to communicate with BCW/Workforce Executive Director.

g. ATTORNEYS are independent contractors and ATTORNEYS and their personnel and subcontractors shall not be considered employees of the BCW/Workforce, BCW/Workforce Development Board, Inc. or any of the Consortium Counties.

14. **ADDITIONAL TERMS AND CONDITIONS.**

a. BCW/WORKFORCE may be a subsidiary of a parent organization or may itself have subsidiary or affiliated organizations. Notwithstanding other terms of this Agreement, BCW/WORKFORCE agrees that the ATTORNEYS representation of the BCW/WORKFORCE in this matter does not give rise to an attorney-client relationship between ATTORNEYS and any parent, subsidiary or affiliate of BCW/WORKFORCE (any of them being referred to as "Affiliate"). ATTORNEYS, during the course of their representation of BCW/WORKFORCE will not be given any confidential information regarding any of the BCW/WORKFORCE Affiliates.

Accordingly, representation of the BCW/WORKFORCE in this matter will not give rise to any conflict of interest in the event other clients of the ATTORNEYS are adverse to any of the BCW/WORKFORCE's Affiliates.

b. At BWC/Workforce request, its documents and property will be returned to BWC/Workforce upon conclusion of ATTORNEYS representation in the matter described above, although ATTORNEYS reserve the right to retain copies of any such documents as it deems appropriate. ATTORNEYS' own files pertaining to the matter will be retained by ATTORNEYS. These ATTORNEY files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to BWC/Workforce, that are retained by ATTORNEYS will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, ATTORNEYS reserve the right to destroy or otherwise dispose of any such documents or other materials retained by ATTORNEYS *within a reasonable time after the termination of the engagement* without further notice to BWC/Workforce.

c. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. The firm has several in-house ethics counsel who assist the firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the firm's interest, that in the event that issues arise during a

representation about our duties and obligations as lawyers, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm's counsel (either the firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not, thereby, waive any attorney-client privilege that the firm may have to protect the confidentiality of our communications with our internal or outside counsel.

15. **TERMINATION.**

a. **TERMINATION FOR CAUSE.** ATTORNEY shall be in material default of this Agreement, and BCW/Workforce may terminate this Agreement upon 10 calendar days' notice to ATTORNEYS, in the event the BCW/Workforce Executive Director, after consultation with the ATTORNEYS, identifies the occurrence of any of the following: (i) failure to timely perform the services required hereunder; (ii) non-performance or failure to provide adequate services under this Agreement; (iii) bankruptcy, insolvency or a general assignment for the benefit of creditors by ATTORNEYS or by any of ATTORNEYS' principals, partners, officers or directors; (iv) failure to obey any law; or (v) one or more Key Individuals ceases to be employed by ATTORNEYS or otherwise ceases to provide services pursuant to this Agreement. In the event that the BCW/Workforce Executive Director terminates this Agreement, the BCW/Workforce may retain other attorneys or law firms to provide any and all such services, and the ATTORNEYS agree to cooperate with such other attorneys or law

firms as may be necessary to represent the interests of the BCW/Workforce Development Board and effectuate the intent of this Agreement.

b. ATTORNEY may terminate this Agreement, after consultation with the BCW/Workforce Executive Director, upon 10 calendar days advance written notice to the BCW/Workforce Executive Director in the event that: (i) ATTORNEYS are not paid; or (ii) BCW/Workforce otherwise materially breaches this Agreement.

c. **TERMINATION FOR CONVENIENCE**. Either party may also terminate the Agreement without cause, for convenience, by providing written notice to the other party. Upon such notice, ATTORNEYS will immediately discontinue all services and deliver to the BCW/Workforce all data, records, information and materials as may have been accumulated by the ATTORNEYS in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, ATTORNEY'S recovery against BCW/Workforce shall be limited to that portion of the \$5,000 earned or incurred through the date of termination. ATTORNEYS shall not be entitled to any other or further recovery against BCW/Workforce, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the services not performed.

d. **WITHDRAWAL**. Under the rules of professional conduct by which ATTORNEYS are governed, ATTORNEYS may withdraw from representation of the BCW/Workforce in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the BCW/Workforce contrary to our advice; and in situations involving a

conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the BCW/Workforce written notice of our intention to withdraw.

16. **NOTICE**. Notice pursuant to this Agreement shall be given in writing by: (a) email, which shall be deemed delivered once sent to the email address listed below; or (b) U.S. Mail, which shall be deemed delivered upon deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

BCW/Workforce: Rebecca Ehling,  
Executive Director  
  
406 Justice Dr., Suite 301  
Lebanon, Ohio 45036  
Email: becky.ehling@bcworkforce.com

ATTORNEY: Patrick Woodson, Attorney  
Great American Towers,  
301 E. Fourth St., Suite 3300  
Cincinnati, OH 45202

17. **THIRD PARTY BENEFICIARIES**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

18. **SEVERABILITY**. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

19. **NON-WAIVER**. The failure of any Party to exercise any right in this Agreement shall not be considered a waiver of such right.

20. **GOVERNING LAW AND VENUE**. This Agreement is governed in accordance with the laws of the State of Ohio. Sole and exclusive venue for all actions

arising under this Agreement shall be in Warren County, Ohio.

21. **AMENDMENTS**. No amendment or modification of this Agreement shall be valid or effective unless in writing and executed by the BCW/WORKFORCE and the ATTORNEYS with the same formality as this Agreement.

22. **COUNTERPARTS**. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

23. **CONSTRUCTION**. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.

24. **ENTIRE CONTRACT**. The text herein shall constitute the entire Agreement between the BCW/WORKFORCE and the ATTORNEYS and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature, whether oral or written, between BCW/WORKFORCE and the ATTORNEYS.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, BCW/WORKFORCE and the ATTORNEYS have caused this Agreement for Professional Legal Services to be executed.

BCW/WORKFORCE

Rebecca Ehling

Rebecca Ehling, Executive Director

Date: 1/4/24

WITNESS TO ATTORNEYS:

FROST BROWN TODD LLP

[Signature]

Signature

Donald L. Warner III

Print Name

Patrick M. Woodside

Patrick M. Woodside

Print Name

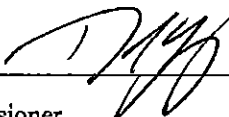
Date: January 4, 2024

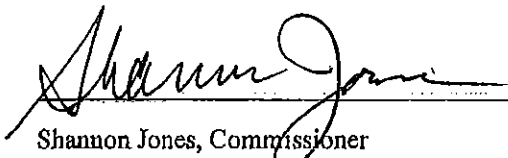
IF ATTORNEYS IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.

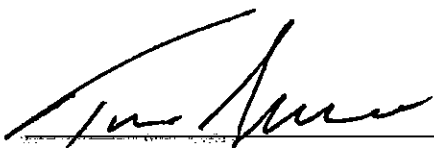
**FISCAL AGENT EXECUTION**

The Warren County Board of County Commissioners executes this agreement in its capacity as Fiscal Agent as agreed and memorialized in paragraph IV(a) of the Area 12 Intergovernmental Agreement between Butler, Warren, and Clinton counties. As Fiscal Agent, Warren County Board of County Commissioners is not responsible for performance of any aspect to this agreement nor bound by its terms.

**Warren County Board of County Commissioners**

  
\_\_\_\_\_  
David Young, Commissioner

  
\_\_\_\_\_  
Shannon Jones, Commissioner

  
\_\_\_\_\_  
Thomas Grossmann, Commissioner

**Approved as to form:**

\_\_\_\_\_  
Warren County Prosecuting Attorney

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
**Derek B. Faulkner**  
Asst. Prosecuting Attorney



# Resolution

Number 24-0132

Adopted Date January 23, 2024

DECLARING VARIOUS ITEMS FROM THE BOARD OF DEVELOPMENTAL DISABILITIES, PARK BOARD, RECORDS CENTER, SHERIFF'S OFFICE, TELECOM, AND WORKFORCE INVESTMENT BOARD AS SURPLUS AND AUTHORIZE THE DISPOSAL OF SAID ITEMS THROUGH INTERNET AUCTION.

BE IT RESOLVED, to authorize disposal of various items from the Board of Developmental Disabilities, Park Board, Records Center, Sheriff's Office, Telecom, and Workforce Investment Board and in accordance with the Ohio Revised Code; list of said items attached hereto and made a part hereof.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/tm

cc: 2024 Auction file  
Facilities Management (file)  
Brenda Quillen, Auditor's Office

1 / 4



## Lenovo ThinkCentres

Closes:

Location:

Lebanon, OH 45036, Ohio, USA

### Description

Lot#	3051-5273
Condition	Used/See Description
Inventory ID	BDD240002

Include 3 Lenovo ThinkCentre M83

SN: MG00H441

SN: MG00H447- HDD Failing

SN: MG00H40F- Bad Disc/ No Power Supply

\*\*PICK UP at 42 Kings Way, Lebanon, OH 45036\*\*

Print Share

1 / 6



## Soccer Goals-Two Sets

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5269
Condition	Used/See Description
Inventory ID	PRK24001

Two soccer goal sets (four goals), all in working order. Some hardware missing. One goal has a broken top rail connector but can be welded. Top rails and bottom rails included. One of the four goals is KwikGoal brand, the others are not known. As Is.

Print Share

### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Nick Zaccaria
Email:	nick.zaccaria@co.warren.oh.us
Phone:	+13013318735
Item Location:	1223 N State Route 741, Lebanon, Ohio, 45036-9746, USA





## Beverage Trailer

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5270
Condition	Used/See Description
Inventory ID	PRK24002

Beverage trailer. 3 taps plumbed. Trailer tongue in good shape with no cracked or broken parts. As is.

[Print](#) [Share](#)

### Seller Information

Seller:	Warren County, OH <a href="#">[view seller's other assets]</a>
Asset Contact:	Nick Zaccaria
Email:	<a href="mailto:nick.zaccaria@co.warren.oh.us">nick.zaccaria@co.warren.oh.us</a>
Phone:	+13013318735
Item Location:	1223 N State Route 741, Lebanon, Ohio, 45036-9746, USA
Account Type:	Government

1 / 2



## Spreader w/3 Point Attachment

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

Lot#	3051-5271
Condition	Used/See Description
Inventory ID	PRK24003

Lely spreader, 3-point attachment for tractor. As is.



### Seller Information

<b>Seller:</b>	Warren County, OH <a href="#">[ view seller's other assets ]</a>
<b>Asset Contact:</b>	Nick Zaccaria
<b>Email:</b>	<a href="mailto:nick.zaccaria@co.warren.oh.us">nick.zaccaria@co.warren.oh.us</a>
<b>Phone:</b>	+13013318735
<b>Item Location:</b>	1223 N Slate Route 741, Lebanon, Ohio, 45036-9746, USA
<b>Account Type:</b>	Government



1 / 3



## Lot of Computer equipment

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

<b>Lot#</b>	3051-5272
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	RCD24001

Lot of three CPUs - DELL and 2 Lenovos, 15 monitors, 5 keyboards, soundboards, mouses, wiring and printer.  
As is.

Print Share

### Seller Information

<b>Seller:</b>	Warren County, OH [ view seller's other assets ]
<b>Asset Contact:</b>	Jennifer Haney
<b>Email:</b>	Jennifer.Haney@co.warren.oh.us
<b>Phone:</b>	+15136951868
<b>Item Location:</b>	406 Justice Dr, Lebanon, Ohio, 45036-2385, USA



1 / 6



## Floor cleaning machine

Closes:

Location:

Lebanon, Ohio, USA

### Description

Lot#	3051-5262
Condition	Used/See Description
Inventory ID	SHF24001

SC500 ecoflex floor cleaner

Print Share

### Seller Information

Seller:	Warren County, OH [view seller's other assets]
Asset Contact:	Craig Justice
Email:	Craig.Justice@wccsooh.org
Phone:	+15136951749
Item Location:	822 Memorial Dr, Lebanon, Ohio, 45036-2355, USA
Account Type:	Government



1 / 1



## WRIGHT LINE OFFICE DESK

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

<b>Make/Brand</b>	NA
<b>Model</b>	NA
<b>VIN/Serial</b>	10780
<b>Lot#</b>	3051-5263
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	TEL24001

THIS DESK IS IN WORKING CONDITION  
TOP SHELF OPENS UP FOR STORAGE

[Print](#) [Share](#)

### Seller Information

**Seller:**

Warren County, OH  
[\[ view seller's other assets \]](#)

**Asset Contact:**

Kristy Oeder





1 / 6



## CISCO LOT (2)ASA 5508, (1)ASA 5505, (1)ASR 1006, (1)ASR 1002-XV03

Closes:

Location:

Lebanon, Ohio, USA

### Description

Make/Brand	CISCO
Model	ASR AND ASA
VIN/Serial	SEE BELOW
Lot#	3051-5264
Condition	Used/See Description
Inventory ID	TEL24002

ALL ITEMS IN THIS LOT ARE IN WORKING CONDITION

#### SERIAL NUMBERS:

68-3873-07 B0  
68-2584-06  
JMX2101Y1TH  
JMX2101Y1TN  
JMX194241D3

1 / 1

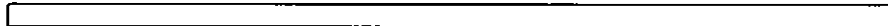


## (4) MITEL IP485G DESK PHONES

Closes:

Location:

Lebanon, Ohio, USA



### Description

Make/Brand	MITEL
Model	IP485G
VIN/Serial	SEE BELOW
Lot#	3051-5265
Condition	Used/See Description
Inventory ID	TEL24003

THESE 4 DESK PHONES ARE NOT IN WORKING CONDITION

#### SERIAL NUMBERS:

104707FW1610483113  
104707FW161148507F  
104707FW16464E145B  
104707FW16464E1439

Print Share

1 / 3



## PECO II CHARGE BAY CONTROLLER

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

<b>Make/Brand</b>	PECO
<b>Model</b>	CHARGE BAY CONTROLLER
<b>VIN/Serial</b>	N/A
<b>Lot#</b>	3051-5274
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	TEL24004

UNKNOWN WORKING CONDITION AT THIS TIME

[Print](#) [Share](#)

### Seller Information

<b>Seller:</b>	Warren County, OH { view seller's other assets }
<b>Asset Contact:</b>	Kristy Oeder
<b>Email:</b>	help@wcohn.net



1 / 4



## (2) ANDREW 6FT MICROWAVE DISHES

**Closes:**



**Location:**

Lebanon, Ohio, USA

### Description

Make/Brand	ANDREW
VIN/Serial	N/A
Lot#	3051-5275
Condition	Used/See Description
Inventory ID	TEL24005

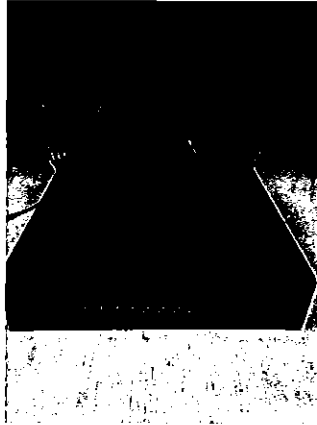
UNKNOWN WORKING CONDITION AT THIS TIME

   
Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Kristy Oeder
Email:	help@wcoh.net
Phone:	+15136951319





## CISCO ASA 5505 SERIES FIREWALL

Closes:

Location:

Lebanon, Ohio, USA

### Description

Make/Brand	CISCO
Model	ASA 5505 SERIES
VIN/Serial	JMX200640BR
Lot#	3051-5276
Condition	Used/See Description
Inventory ID	TEL24006
IN WORKING CONDITION	

Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Kristy Oeder
Email:	help@wcoh.net





## MITEL 5330 IP DESK PHONE

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

Make/Brand	MITEL
Model	5330 IP
VIN/Serial	08000F57F987
Lot#	3051-5277
Condition	Used/See Description
Inventory ID	TEL24007

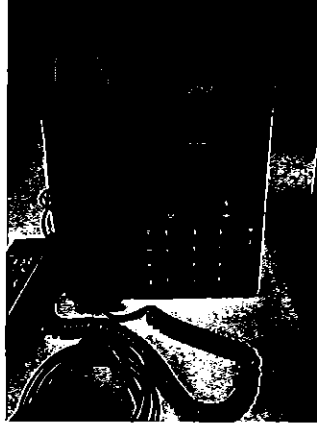
IN WORKING CONDITION

[Print](#) [Share](#)

### Seller Information

<b>Seller:</b>	Warren County, OH <a href="#">[ view seller's other assets ]</a>
<b>Asset Contact:</b>	Kristy Oeder
<b>Email:</b>	help@wcohi.net





## MITEL 6865i DESK PHONE

**Closes:**

**Location:**

Lebanon, Ohio, USA

### Description

<b>Make/Brand</b>	MITEL
<b>Model</b>	6865i
<b>VIN/Serial</b>	0085D4A2097
<b>Lot#</b>	3051-5278
<b>Condition</b>	Used/See Description
<b>Inventory ID</b>	TEL24008

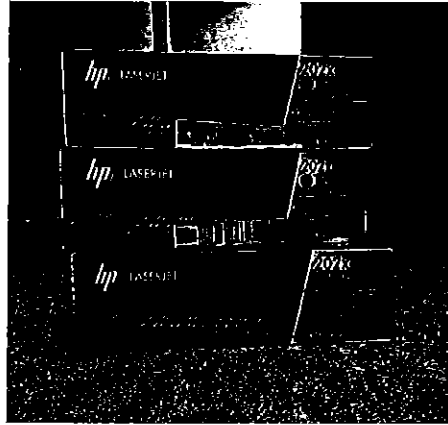
IN WORKING CONDITION

[Print](#) [Share](#)

### Seller Information

<b>Seller:</b>	Warren County, OH [ view seller's other assets ]
<b>Asset Contact:</b>	Kristy Oeder
<b>Email:</b>	help@wcoh.net





## Three Ink Cartridges M254, M280, M281

Closes:

Location:

Lebanon, Ohio, USA



### Description

Lot#	3051-5266
Condition	New/Unused
Inventory ID	WB001

Three brand new, unopened ink cartridges for HP LaserJet Pro M254, M280 or M281. One of each color: Yellow, Magenta, and Cyan.

Print Share

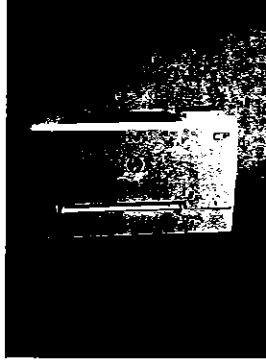
### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Traci Stivers
Email:	traci.stivers@bcworkforce.com
Phone:	+15134151510
Item Location:	406 Justice Dr, Lebanon, Ohio, 45036-2385, USA





1 / 3



## LaserJet Pro M254dw

Closes:

Location:

Lebanon, Ohio, USA

### Description

Make/Brand	LaserJet Pro
Model	HP
VIN/Serial	VNB3H12306
Lot#	3051-5267
Condition	Used/See Description
Inventory ID	WB002

Hp Color LaserJet Pro M254dw - Condition unknown.

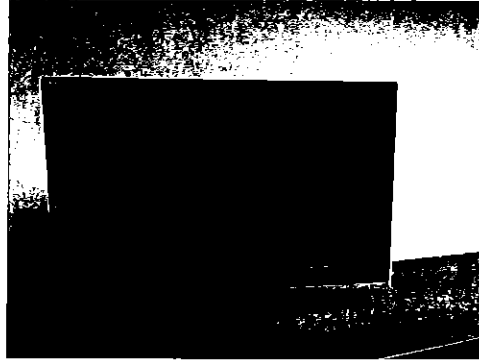
Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Traci Stivers
Email:	traci.stivers@bcworkforce.com



1 / 2



## View Sonic Monitor VA2246M-LED

Closes:

Location:

Lebanon, Ohio, USA

### Description

Make/Brand	View Sonic
Model	VS15451
VIN/Serial	TSP1738J1229
Lot#	3051-5268
Condition	Used/See Description
Inventory ID	WB003

View Sonic Monitor - Condition Unknown.

Print Share

### Seller Information

Seller:	Warren County, OH [ view seller's other assets ]
Asset Contact:	Traci Stivers
Email:	traci.stivers@bcworkforce.com



# Resolution

Number 24-0133

Adopted Date January 23, 2024

## ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/16/24 and 1/18/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc:

Auditor

# Resolution

Number 24-0134

Adopted Date January 23, 2024

APPROVING APPROPRIATION ADJUSTMENT FROM COMMISSIONERS GENERAL FUND #11011110 INTO FACILITIES MANAGEMENT FUND #11011600

BE IT RESOLVED, to approve the following appropriation adjustment from Commissioners Fund #11011110 into Facilities Management Fund #11011600 in order to process vacation leave payout for Amelia Jones and Ibrahim Dabdoub, former employee of Facilities Management:

\$1,895.00	from	#11011110-5882	(Commissioners – Vacation Leave Payout)
	into	#11011600-5882	(Facilities Management – Vacation Leave Payout)

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Facilities Management (file)  
OMB

# Resolution

Number 24-0135

Adopted Date January 23, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN PROSECUTOR FUND  
11011150

BE IT RESOLVED, to approve the following appropriation adjustment in order to process a vacation leave payout for Jodi Jarvis, former employee of the Prosecutor's Office:

\$800.00      from #11011150-5820      (Genl Pros Health & Life Ins)  
                 into #11011150-5882      (Genl Pros Vac Leave Payout)

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

MRB/

cc: Auditor   
Appropriation Adjustment file  
Prosecutor (file)  
OMB

# Resolution

Number 24-0136

Adopted Date January 23, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN ECONOMIC DEVELOPMENT  
FUND #11011116

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,000.00      from    #11011116 5910      (Econ Dev Other Expense)  
                         into    #11011116 5940      (Econ Dev Travel)

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

AD/

cc:    Auditor   
         Appropriation Adjustment file  
         Economic Development (file)

# Resolution

Number 24-0137

Adopted Date January 23, 2024

APPROVING REQUISITIONS AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

/kp

cc: Commissioners' file

## REQUISITIONS

Department	Vendor Name	Description	Amount
WAT	DEERE & COMPANY	WAT MOWER FOR SOUTH WATER TREA	\$ 15,838.13 *capital purchase
FAC	CINCYAUTOS INC	FAC PICKUP TRUCK	\$ 48,267.00 *vehicle
ENG	SOUTHEASTERN EQUIPMENT CO INC	ENG CASE 721 G WHEEL LOADER	\$ 244,105.71 *capital purchase
WAT	XYLEM WATER SOLUTIONS USA INC	SEW JS (2) FLYGT 2" SUBMERSIB	\$ 21,248.10 *capital purchase
TEL	FILTRONIC WIRELESS INC	TEL REPLACEMENT TOWER TOP ANTE	\$ 43,852.24 *capital purchase

## PO CHANGE ORDERS

ENG	LIB INC	ENG STEPHENS RD BRIDGE PROJ	\$ 9,963.64 *decrease
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1/23/2024 APPROVED:



Martin Russell, County Administrator



# Resolution

Number 24-0138

Adopted Date January 23, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS  
COMMUNITY CORRECTIONS MENTAL HEALTH FUND #2228

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 6,000.00	from	BUDGET-BUDGET 22281220-5102	(Regular Salaries)
	into	BUDGET-BUDGET 22281220-5400	(Purchased Services)

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Auditor   
Appropriation Adjustment file  
Common Pleas Court (file)

# Resolution

Number 23-0139

Adopted Date January 23, 2024

APPROVING REZONING APPLICATION OF MARK AND CONNIE BURTON, ROYCE MACHINE (CASE #2023-08), TO REZONE APPROXIMATELY 2.165 ACRES FROM GENERAL INDUSTRIAL MANUFACTURING ZONE "I2" TO GENERAL INDUSTRIAL MANUFACTURING ZONE "I2" AS A PLANNED UNIT DEVELOPMENT IN UNION TOWNSHIP

WHEREAS, this Board met this 23<sup>rd</sup> day of January 2024, to consider the public hearing for the rezoning application of Mark and Connie Burton, Royce Machine, owner of record (Case #2023-08), to rezone approximately 2.165 acres (Parcel Number 133331000100) located at 2358 Lebanon Road in Union Township from General Industrial Manufacturing Zone "I2" to General Industrial Manufacturing Zone "I2" as a Planned Unit Development to allow for an addition to the single-family residence; and

WHEREAS, this Board has considered the recommendation from the Regional Planning Commission and the decision of the Rural Zoning Commission and there was no one present to speak in favor of or in opposition to said rezoning applications; and

NOW THEREFORE BE IT RESOLVED, to approve the rezoning application of Mark and Connie Burton, Royce Machine, owner of record (Case #2023-08), to rezone approximately 2.165 acres (Parcel Number 133331000100) located at 2358 Lebanon Road in Union Township from General Industrial Manufacturing Zone "I2" to General Industrial Manufacturing Zone "I2" as a Planned Unit Development to allow for an addition to the single-family residence.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: RPC  
RZC  
Rezoning file  
Applicant  
Township Trustees

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

# Resolution

Number 24-0140

Adopted Date January 23, 2024

RE-ESTABLISHING THE COUNTYWIDE 911 PLANNING COMMITTEE AS THE COUNTYWIDE 9-1-1 PROGRAM REVIEW COMMITTEE TO AMEND THE COUNTYWIDE 9-1-1 FINAL PLAN

WHEREAS, pursuant O.R.C. Section 128.06 the Board of Warren County Commissioners is authorized to re-establish the Countywide 911 Planning Committee as the Countywide 9-1-1 Program Review Committee to consider making necessary adjustments and/or amendments to the Countywide 9-1-1 Final Plan; and,

WHEREAS, pursuant to O.R.C. Section 128.06, the following individuals must be designated to serve on the Countywide 9-1-1 Planning Committee:

1. A member of the Board of County Commissioners, or a designee, who shall serve as chairperson of the committee.
2. The chief executive officer of the most populous municipal corporation in the county.
3. A member of the board of township trustees of the most populous township in the county as selected by majority vote of the board of trustees.
4. A member of a board of township trustees selected by the majority of boards of township trustees in the county pursuant to resolutions they adopt.
5. A member of the legislative authority of a municipal corporation in the county selected by the majority of the legislative authorities of municipal corporations in the county pursuant to resolutions they adopt.
6. An elected official from within the county appointed by the Board of County Commissioners.

WHEREAS, a meeting for the Countywide 9-1-1 Planning Committee is required to be held within 30 days of resolution signature and future meetings as called by the County 911 Coordinator.

NOW THEREFORE, BE IT RESOLVED, that the Warren County Countywide 9-1-1 Planning Committee is hereby re-established to consider amendments to the Countywide 9-1-1 Final Plan and the County 911 Coordinator is instructed to proceed immediately to take all steps necessary to secure the appointment of Committee members pursuant to O.R.C. Section 128.06.

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Telecommunications (file)  
Appointment file

L. Lander

# Resolution

Number 24-0141

Adopted Date January 23, 2024

## APPOINTING MEMBERS TO THE COUNTYWIDE 9-1-1 PROGRAM REVIEW COMMITTEE

WHEREAS, pursuant to Resolution #24-0140, adopted January 23, 2024, this Board re-established the Countywide 9-1-1 Program Review Committee (FKA Countywide 9-1-1 Planning Committee); and

WHEREAS, pursuant to O.R.C. Section 128.06, a member of the Board of County Commissioners or their designee shall serve as chairperson of the committee; and

WHEREAS, pursuant to O.R.C. Section 128.06, the Board of County Commissioners shall also appoint an elected official from within the county.

NOW THEREFORE BE IT RESOLVED, to make the following appointments to the Countywide 9-1-1 Program Review Committee for an indefinite term:

- David G. Young – Warren County Commissioner
- Brent Centers, Mayor – City of Franklin

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

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

Resolution adopted this 23<sup>rd</sup> day of January 2024.

BOARD OF COUNTY COMMISSIONERS

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

cc: Telecom (file)  
Appointments file  
Appointees  
L. Lander