

Resolution

Number 24-1199

Adopted Date September 17, 2024

APPROVING THE RECLASSIFICATION OF JOY HARRISON WITHIN THE FACILITIES MANAGEMENT DEPARTMENT

WHEREAS, the Director has requested to reclassify Joy Harrison to the position of Custodial Worker II.

NOW THEREFORE BE IT RESOLVED, to reclassify Joy Harrison, within the Facilities Management Department, to Custodial Worker II, pay range #9, \$18.08 per hour, effective pay period beginning September 7, 2024.

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Facilities Management (file)
OMB – S. Spencer
J. Harrison's Personnel file

Resolution

Number 24-1200

Adopted Date September 17, 2024

APPROVING DISABILITY RETIREMENT OF MICHAEL GATES, WATER AND SEWER INSPECTOR, WITHIN THE WATER AND SEWER DEPARTMENT EFFECTIVE SEPTEMBER 13, 2024

WHEREAS, the Ohio Public Employees Retirement System has approved Mr. Gates' disability retirement.

NOW THEREFORE BE IT RESOLVED, to accept the disability retirement of Michael Gates, Water and Sewer Inspector, within the Water and Sewer Department, effective September 13, 2024.

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

H/R

cc: Water & Sewer (file)
M. Gates' Personnel File
OMB – Sue Spencer
Tammy Whitaker

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

Resolution

Number 24-1201

Adopted Date September 17, 2024

ACCEPTING THE RESIGNATION OF JADEN PICKETT, CASE AIDE, WITHIN THE WARREN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, CHILDREN SERVICES DIVISION, EFFECTIVE SEPTEMBER 11, 2024

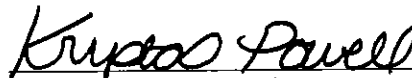
BE IT RESOLVED, to accept the resignation of Jaden Pickett, Case Aide, within the Warren County Department of Job and Family Services, Children Services Division, effective September 11, 2024.

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1202

Adopted Date September 17, 2024

AUTHORIZING THE PRESIDENT OF BOARD TO EXECUTE CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT WITH GONZALEZ COMPANIES LLC ON BEHALF OF THE WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #20-0927, adopted June 30, 2020, the Board entered into an engineering agreement with RA Consultants, LLC for the Socialville Transmission Main Project; and

WHEREAS, the Board received a letter of notification dated August 19, 2024 from RA Consultants, stating that RA Consultants, LLC's assets were acquired by Gonzalez Companies, LLC and requested the Board consent to an assignment of the contract; and

WHEREAS, the Board desires to accept the assignment and assume all the rights, obligations, duties, stipulations, and liabilities provided for in the contract; as attached to and made part hereof.

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to execute a consent to assignment and assumption of contract with Gonzalez Companies, LLC on behalf of the Water and Sewer Department

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: c/a- Gonzalez Companies, LLC
c/a—RA Consultants
Water/Sewer (file)
Project file

CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT

This Consent to Assignment and Assumption of Contract is made by and between the **WARREN COUNTY BOARD OF COUNTY COMMISSIONERS**, an Ohio county and political subdivision, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "ASSIGNOR"), and **GONZALEZ COMPANIES, LLC**, an Illinois limited liability company registered to do business in the State of Ohio as a Foreign limited liability company, whose address for all purposes herein shall continue to be 10856 Kenwood Road, Cincinnati, OH 45242 (the "ASSIGNEE"), or hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, ASSIGNOR entered into an Engineering Agreement for Socialville Transmission Main Project with RA Consultants, LLC (the "Contract"), a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, ASSIGNOR received a letter dated August 19, 2024, from RA Consultants LLC notifying ASSIGNOR that RA Consultants LLC's assets were acquired by ASSIGNEE and requested ASSIGNOR to consent to an assignment of the Contract to the ASSIGNEE, a copy of which is attached hereto as Exhibit "B"; and,

WHEREAS, ASSIGNOR is so inclined to consent to the requested assignment of the Contract subject to ASSIGNEE entering herein to this Consent to Assignment and Assumption of Contract, and,

WHEREAS, ASSIGNEE desires to accept the assignment and assume all the rights, obligations, duties, stipulations, and liabilities provided for in the Contract.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. CONSENT TO ASSIGNMENT. ASSIGNOR consents to the requested assignment, subject to ASSIGNEE executing this Consent to Assignment and Assumption of Contract.
2. ASSUMPTION. ASSIGNEE does hereby accept the assignment of the Contract and assumes all of the rights, obligations, duties, stipulations, and liabilities provided for therein.
3. NOTICES. All notices or other communications or deliveries provided for under this Consent to Assignment and Assumption of Contract shall be given as provided in the Contract, unless otherwise provided herein.
4. BINDING EFFECT OF ASSIGNMENT AND ASSUMPTION. This Consent to Assignment and Assumption of Contract shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
5. GOVERNING LAW/JURISDICTION/VENUE. This Assignment and Assumption shall be interpreted, construed and governed in accordance with, and subject to the laws of the State of Ohio regardless of choice of law rules; and, the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Consent to Assignment and

Assumption of Contract shall exclusively be in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), and no Party shall have any right to bring or remove such matters in or to any other state or federal court. Any Party breaching this provision shall be responsible for the non-breaching party's litigation expenses, court costs and attorney fees.

6. **COUNTERPARTS.** This Consent to Assignment and Assumption of Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN EXECUTION WHEREOF, the ASSIGNOR herein, has caused this Consent to Assignment and Assumption of Contract to be executed by its President or Vice-President, on the date stated below, pursuant to Resolution No. 24-1202, dated September 17, 2024, authorizing him to affix its name hereto.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: * [Signature]
NAME: David G. Yang
TITLE: President
DATE: 9/17/24

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 17 day of September, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be David G. Yang, President or Vice-President of the Warren County Board of County Commissioners, whose name is subscribed hereto, and acknowledged the signing and execution of the foregoing Consent to Assignment and Assumption of Contract is his free and voluntary act and deed, and the free and voluntary act and deed of the Warren County Board of County Commissioners, in accordance with the said resolution authorizing such act. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

NOTARY PUBLIC: Krystal Lynn Powell



KRYSTAL LYNN POWELL
NOTARY PUBLIC - STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

This instrument was prepared by:

Bruce A. McGary
Assistant Prosecutor
Warren County Prosecutor's Office
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. 513.695.1384
Fx. 513.695.2962
Email: bruce.mcgary@warrencountyprosecutor.com

IN EXECUTION WHEREOF, GONZALEZ COMPANIES, LLC, the ASSIGNEE herein, has caused this Consent to Assignment and Assumption of Contract to be executed, on the date stated below, by Bary Grant, whose title is President, pursuant to its operating agreement or a resolution authorizing him/her to act on the company's behalf.

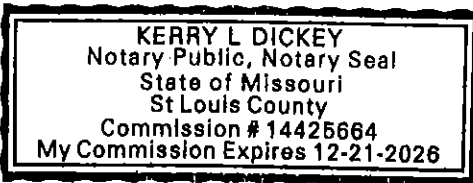
SIGNATURE: _____

Barry Grant

PRINTED NAME: Barry Grant

TITLE: President/

DATE: 9/4/24



STATE OF Missouri, COUNTY OF St. Louis, ss.

BE IT REMEMBERED, that on the 4th day of September, 2024, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Barry Grant, whose title is President of Gonzalez Companies, LLC, whose name is subscribed hereto, and acknowledged the signing and execution of the foregoing Consent to Assignment and Assumption of Contract is his/her free and voluntary act and deed, and the free and voluntary act and deed of the said company in accordance with its operating agreement or a resolution authorizing such act. This is not a jurat. This notarial act is in compliance with R.C. 147.542 (D)(1).

NOTARY PUBLIC: _____

Kerry L Dickey



EXHIBIT A
[attached Resolution 20-0927 and Engineering Agreement]

Resolution

Number 20-0927

Adopted Date June 30, 2020

APPROVE ENGINEERING AGREEMENT WITH RA CONSULTANTS, LLC FOR THE SOCIALVILLE TRANSMISSION MAIN PROJECT

WHEREAS, this Board of County Commissioners (the "Board") of the County of Warren, Ohio (the "County") recognizing the need for improvements and upgrades to the water distribution system, specifically a transmission main to serve the Socialville system, directed the Warren County Water and Sewer Department on January 21, 2020, through Resolution 20-0127, to issue a Request for Qualifications for the aforesaid transmission main; and

WHEREAS, this Board during a public work session on April 14, 2020, adopted Resolution 20-0556 directing the Warren County Sanitary Engineer to enter into negotiations with RA Consultants, LLC, the top ranked firm; and

WHEREAS, RA Consultants, LLC was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code, §§ 153.66 through 153.69); and

NOW THEREFORE BE IT RESOLVED, to enter into an agreement with RA Consultants, LLC, for engineering services for the above referenced project, subject to the following conditions:

1. The scope of services shall be as stipulated in the "Engineering Agreement" attached hereto and made part hereof.
2. Compensation shall be in accordance with the provisions of the "Engineering Agreement" and the attachment thereto.

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 30th day of June 2020.

BOARD OF COUNTY COMMISSIONERS


Laura Lander, Deputy Clerk

cc: c/a—RA Consultants, LLC
Water/Sewer (file)
Project file

**ENGINEERING AGREEMENT
SOCIALVILLE TRANSMISSION MAIN PROJECT**

This professional engineering agreement ("Agreement") made and entered into on the date last stated below, by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the "County"), and RA Consultants, LLC, 10856 Kenwood Road Cincinnati, Ohio 45242 (hereinafter called the "Consultant").

WITNESSETH:

WHEREAS, the County desires professional engineering services for the preparation of construction drawings and surveying services for a water transmission main connecting the Richard Renneker Water Treatment Plant to the Socialville Booster Station, consisting of the following:

Engineering services including field survey, base mapping, easement preparation, permitting assistance, detailed design, bidding support and construction services for approximately 20,500 feet of 24-inch ductile iron or concrete cylinder pipe (CCP) water main.

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

NOW, THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

I. SCOPE OF SERVICES

See Attachment - Schedule of Services

II. COUNTY RESPONSIBILITIES

The County shall supply the following data to the Consultant:

1. Provide full information as to the requirements for the project.
2. Assist Consultant by placing at his disposal all available information pertinent to the project. Furnish copies at no charge.
3. Examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Consultant, obtain advice of an attorney,

insurance counselor and other consultants as deemed appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. Provide prompt written notice to the Consultant whether County observes or otherwise becomes aware of any defect in the project.

4. Make all County GIS mapping, aerial photography, aerial mapping horizontal and vertical control data and property identification and ownership data available to Consultant. All such data shall be compiled by the County and transferred to the Consultant at no charge.
5. Provide access to Consultant's staff for field visits to the site(s).

III. COMPENSATION

1. The Consultant's services shall commence upon the written authorization by the County to proceed as limited and stipulated by said written authorization. Any variation in scope of work and/or compensation relative thereto must be upon written authorization of the County.
2. All services performed pursuant to this Agreement shall be on a "per-hour" basis for the principals and employees of the Consultant, in accordance with the attached current fee schedule.
3. The Consultant shall be reimbursed for direct expenses, such as cost for travel, telephone toll charges, reproductions of documents and drawings, etc. incurred in connection with performing work under this Agreement.
4. Based on the requirements of the construction contract documents, specifications, and detail plans described herein, total compensation for all services performed under this Agreement, and all direct reimbursable expenses, shall not exceed the following amounts:

Task 1 – Project Management	\$ 27,723.00
Task 2 – Field Survey & Basemap	\$ 138,647.00
Task 3 – Prepare Detailed Construction Plans	\$ 178,720.00
Task 4 – Permitting	\$ 5,119.00
Task 5 – Bidding Services	\$ 1,982.00
Task 6 – Consultation During Construction	\$ 14,133.00
Base Contract	\$ 366,324.00
Optional Task – Environmental Permitting	\$ 35,180.00
Optional Task – Easements	\$ 2,101.00 each

Payment of compensation shall be made to the Consultant within thirty

(30) days after the receipt of an invoice from the Consultant.

IV. Documents and Contract Documents

County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.

Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.

Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

V. SCHEDULE FOR COMPLETION OF ENGINEERING TASKS

Time to complete each task from the Notice of Authorization to Proceed is as follows:

Task 1 – Project Management	760 calendar days
Task 2 – Field Survey & Basemap	120 calendar days
Task 3 – Prepare Detailed Construction Plans	305 calendar days
Task 4 – Permitting	30 calendar days
Task 5 – Bidding Services	60 calendar days
Task 6 – Consultation During Construction	180 calendar days

Project schedule may vary based upon review agency comments and schedule; easement acquisition; and other items out of the control of the engineer including:

1. Services resulting from significant changes in general scope of the project, such as revising previously approved studies, reports,

design documents, drawings or specifications when such revisions are due to causes beyond the control of the Consultant.

2. Furnishing the services of special consultants for other than normal civil, structural, mechanical, and electrical engineering and normal architectural design incidental thereto and not specifically included in the scope of work herein.
3. Special field investigations not specifically included in the scope of work herein, including, but not limited to, the taking of borings and laboratory testing of soil and rock samples.
4. Boundary surveys, legal descriptions, plats, and easement exhibits.
5. Services/increased fees resulting from changes in the schedule of the project beyond the control of the Consultant.

VI. SUPPLEMENTARY SERVICES

Supplementary services shall be furnished by the Consultant to the County if requested in writing by the County. The supplementary services shall commence when the Consultant receives a Certificate from the Fiscal Officer of the County providing for the specific item or supplementary service.

VII. INSURANCE

Prior to the commencement of any services, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability coverage with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, with no interruption of coverage during the entire term of this Contract. Consultant shall further carry Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the services under this Agreement, except for professional liability and workers compensation insurance, and providing that such insurance is primary to any liability insurance carried by

the County.

Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

VIII. INDEMNIFICATION

Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

IX. STANDARDS AND PRINCIPLES

Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

X. POLICY OF NON-DISCRIMINATION

Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex or handicap.

XI. PARTIES AND RELATIONSHIP OF PARTIES

Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii)

withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

XII. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

XIII. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

XIV. MODIFICATION OR AMENDMENT

No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

XV. CONSTRUCTION

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

XVI. WAIVER

No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either

party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

XVI. ASSIGNMENT

Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

XVII. NOTICES

All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: RA Consultants, LLC
Attn: Daniel Martin
10856 Kenwood Road
Cincinnati, Ohio 45242
(513) 469-6600

XVIII. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's

convenience, County shall pay Consultant for all services performed to date of termination.

XIX. AUTHORITY AND EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, RA Consultants, LLC, has caused this agreement to be executed by John Allen, its Member, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: *J.P. Allen*

PRINTED NAME: John P Allen

TITLE: President

DATE: 6/22/2020

COUNTY:

IN EXECUTION WHEREOF, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by David Young, its President, on the date stated below, pursuant to Resolution No. 20-0927 dated 6/30/20.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: *David Young*

PRINTED NAME: David Young

TITLE: President

DATE: 6/30/20

Approved as to form:

DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: *Kathryn M. Howarth*
Assistant Prosecutor

Attachment

I. CURRENT FEE SCHEDULE

County agrees to pay the Consultant for any work performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of 2.97. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for this work. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier. The following are the range of direct employee labor costs to be used for this project:

LABOR CLASSIFICATION	ESTIMATED RANGE OF DIRECT EMPLOYEE LABOR COSTS
Project Manager (P.E.)	\$40.00 – \$65.00/Hr
Principal	\$80.00 – \$110.00/Hr
Senior Project Engineer	\$60.00 – \$75.00/Hr
Project Engineer/Senior Designer	\$25.00 – \$45.00/Hr
Survey Manager (P.S.)	\$45.00 – \$65.00/Hr
Senior Survey Technician	\$30.00 – \$45.00/Hr
Survey Technician	\$16.00 – \$35.00/Hr
Administrative	\$20.00 – \$30.00/Hr
Easements	\$2,101/each

In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and work performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long-distance phone costs shall not be reimbursable expenses under this contract.

II. REIMBURSABLE EXPENSES SCHEDULE

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	cost + 10%

ATTACHMENT – SCHEDULE OF SERVICES

Exhibit 1

GENERAL

The Warren County Water & Sewer Department (The County) requires engineering services to include field surveying, base mapping, easement preparation, permitting assistance, detailed design, bidding support and construction services for approximately 20,500 feet of 24-inch ductile iron or concrete cylinder pipe (CCP) water main for the Socialville Transmission Main project.

It is assumed for the basis of this scope that the construction will occur in up to three individual construction contracts.

Task 1

PROJECT MANAGEMENT

Consultant will manage the project and tasks, control costs and resources, and complete the project work on schedule. Consultant shall assign a project manager who will act as the County's primary contact (including sub consultant work if applicable). Project management tasks include the following:

- A. **PROJECT ADMINISTRATION** – Provide invoices for the County which shall be formatted to suit the specific needs of the County.
- B. **KICK-OFF MEETING**- Consultant shall schedule and facilitate a project kickoff meeting within the first two (2) weeks of a notice to proceed to cover both technical and administrative project issues. The goal of the kickoff meeting is to establish the preliminary waterline corridor upon which field survey data will be collected. The corridor will be based on knowledge of existing utilities, right-of-way, field observations gained from site visits, and the County's discussions with local property owners including Cedar Fair and Kings Local School District.
- C. **CLIENT MEETINGS**
 - 1. Produce and distribute minutes of all meetings held with county staff and/or agents, contractors, OEPA, subcontractors and personnel of other organizations.
 - 2. Participate in project review meetings with the County staff after each milestone deliverable. The Consultant shall prepare an agenda for each meeting. Advise and discuss with the County staff important developments and decisions needed between meetings as needed.

Task 2

FIELD SURVEY & BASEMAP

Field surveying will consist of a topographic and location survey of the proposed route (approximately 60' on the proposed water main centerline east of the Little Miami River and wider west of the Little Miami River) along with courthouse research. Horizontal and vertical control will be based on Ohio State Plan NAD 83. The field survey requirements are more specifically detailed as follows:

- A. **SURVEY NOTIFICATION** – The surveyor shall provide the County's Project Manager with a listing of the name(s) and address(es) of property owners along the proposed survey route and the tentative date for the survey work. Warren County will notify the property owners to gain right of entry (if required) for the surveyors.
- B. **BACKGROUND INFORMATION** – Obtain and review existing GIS mapping, aerial photography, property ownership data, water distribution information, and sewer system information from the County.
- C. **PHYSICAL FEATURES** – The surveyors shall locate and properly identify all physical features including, but not limited to, property pins, trees (6" and larger), ornamental trees, bushes, pavement, curbs, poles, manholes, valves, hydrants, catch basins, fences, walls, property comers, buildings, outbuildings, mailboxes, decks, pools, signs, etc. Physical features shall be properly labeled. (Examples are as follows: 4' chain link fence, telephone pole #6214, back of concrete curb and gutter, sanitary manhole.)
- D. **UTILITY NOTIFICATION** – Prior to beginning field surveying, the surveyor shall contact Ohio Underground Utilities Protection Services (OUPS) and non-subscriber utilities for field locations. The County will field locate its water and sanitary sewer upon request (48-hour notice required).

The utility field marks will be located by the surveyor. The surveyor shall coordinate with the utility companies to properly show the above and below ground utility locations on the base sheets. The size, location and invert elevation of each pipe shall be determined and shown on the base sheet for each storm sewer and sanitary sewer manhole and storm catch basin.

The County will supply the surveyor with as-built drawings of its existing sanitary sewers and water mains within the survey route.

- E. **AUTO CAD** – Base Mapping for this project will consist of developing plan and profile base sheets for design. Consultant will provide County with 50% and 100% design deliverables in electronic (PDF) format. Bidding Documents shall be provided to the County in electronic media (PDF and CD- Auto Cad- Version 2018) fully compatible with Warren County's computer system. A hard copy of reference file or field data along with one copy of base sheets shall also be supplied to the County.

F. PLAN SHEETS Warren County's standard format shall be used in creating the AutoCAD base sheets. The base sheets shall be drawn at 1"= 40'. Lettering size, standard abbreviations, line weight, etc., shall be in accordance with "Rules and Regulations" of the County.

Task 3

PREPARE DETAILED CONSTRUCTION PLANS

A. ALIGNMENT PLANNING

Corridor to be provided by the County. Before initiating 50% design but after survey has commenced, RA will refine the corridor to a detailed alignment and secure approval from the County. RA will prepare design deliverables including 50% and 100% for County review and incorporate all County comments into a final set of bidding documents.

B. PREPARE CONSTRUCTION DRAWINGS

Prepare detailed construction plans and drawings in accordance with design requirements established by the "Rules and Regulations" of the County which shall include, but not be limited to the following:

1. Identify all existing public utilities within the project area.
2. Coordinate the alignment and location of the water mains with the Water and Sewer Department to insure compatibility with County requirements.
3. Identify property owners by owner and parcel (sidwell) number.
4. Locate and identify, through field or aerial survey, all structures and surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees and appurtenances) within the construction limits.
5. Identify construction phasing including mainline valves and temporary flushing hydrants.
6. Prior to the completion of construction drawings, the County Engineer, Deerfield and Hamilton Townships, electric/gas/telecommunication/cable utilities, will be contacted and provided drawings showing the location of the proposed improvements, extent of work within the roadway, and the methods of restoration. Comments from these agencies will be provided to the County and incorporated into the bidding documents.

C. OPINION OF PROBABLE CONSTRUCTION COST

Prepare and submit engineer's opinion of probable construction cost based on approved plans.

Task 4

PERMITTING

Prepare and provide to the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio Environmental Protection Agency for the Permit to Install. Make all changes for alterations necessary to obtain Ohio EPA's permits and approvals. All other permit applications to be completed by Warren County.

Task 5

BIDDING SERVICES

The Consultant's fee includes 12 hours of support to answer Bidder questions and to assist with any required addenda.

Task 6

CONSULTATION DURING CONSTRUCTION

The Consultant's construction task shall include the following for each construction contract:

A. REVIEW REQUESTS FOR INFORMATION

Review and respond to written requests for information by the Contractor.

B. PREPARE "CONSTRUCTION RECORD" DRAWINGS

Prepare "construction record" drawings for the County from contractor's field data and inspectors notes provided by the County and as collected by post-construction survey. This information is to be shown on the as-built drawings and be presented in both electronic and mylar format.

Task 7 (Optional-Performed Under Authorization of County)

ENVIRONMENTAL PERMITTING

A. SURFACE WATER DELINEATION

The Clean Water Act requires that an entity who proposes to discharge dredge or fill in streams or other Waters of the U.S. obtain a Section 404 permit from the U.S. Army Corps of Engineers (USACE) and 401 Water Quality Certification (WQC) from Ohio EPA. In support of these authorizations, a delineation determining the presence, type, and quality of any jurisdictional surface waters outside of right-of-way areas must be performed. Consultant will conduct a site visit to perform a delineation of surface waters (streams, wetlands, etc.) for up to 1,000 feet of waterline corridor. The delineation will be conducted in accordance with the *1987 Wetland Delineation Manual* and *Midwest Regional Supplement*. The delineation will determine the type, location, and total area of surface waters within the corridor. The delineation will include a detailed assessment of plant communities, hydrology, and soils. Routine Wetland Determination forms will be completed at sample plot locations and sample plots will be photo-documented. If any wetlands are present, the physical condition and quality of any wetlands will be assessed using the Ohio Rapid Assessment Method (ORAM). The physical quality of streams will be assessed using Headwater Habitat Evaluation Index (HHEI) or Qualitative Habitat Evaluation Index (QHEI). The boundaries of surface waters will be delineated with sub-foot accurate global positioning system (GPS) equipment. It is assumed that the USACE will not require a site visit to confirm the delineation and/or to view the surface waters that would be affected by the project.

B. SURFACE WATER DELINEATION REPORT

Delineation information can be used to site construction access/staging, as well as access points

for stream crossings, outside of wetlands and any other waters to avoid a discharge of dredge or fill material. Consultant will prepare a delineation report to describe the results of the field work. The delineation report will include written descriptions of any surface waters, photographs, mapping, wetland determination dataforms, and, if applicable, HHEI, QHEI, and ORAM forms. Consultant will prepare a cover letter that summarizes findings and opinions on whether surface waters present, including wetlands, are jurisdictional. The determination of jurisdiction must be made by the USACE; the delineation report will provide appropriate supporting documentation for use in permit coordination with the USACE, if permitting is necessary.

C. THREATENED & ENDANGERED SPECIES COORDINATION

The permitting process requires consideration of any project impacts on threatened, endangered, and proposed species to ensure compliance with Section 7 of the Endangered Species Act. According to the most recent U.S. Fish and Wildlife Service (USFWS) list of federally-listed species in Ohio (dated April 2018), Warren County lies within the range of five federally-listed species offered protection under the Endangered Species Act of 1973 (16 U.S.C. 1531): the Indiana bat (endangered), northern long-eared bat (threatened), eastern massasauga (threatened), rayed bean (endangered), and running buffalo clover (endangered).

Consultant will perform habitat assessments during the delineation site visit to determine if potential habitat is present within the project corridor for the above listed species. Consultant will provide the results of the habitat assessment in a letter report. In the unforeseen event that any additional detailed surveys for listed species are required (e.g., bat mist net surveys), Consultant can provide a scope and cost estimate for additional detailed surveys in a separate proposal.

D. CULTURAL RESOURCES

The permitting process requires consideration of impacts to historic properties to ensure compliance with Section 106 of the National Historic Preservation Act. If a PCN is required, the PCN must provide information concerning whether the project would affect any archaeological or historic properties listed, determined to be eligible, or which may be eligible for listing on the National Register of Historic Places. To meet this end, if a PCN is required Consultant will retain a qualified cultural resources firm to perform a literature review for a study area encompassing a two-mile buffer along the project corridor, to identify any potential cultural resources (i.e., archaeological, historic properties) that may be affected by the project. The literature review will be included in the PCN to the USACE. Based on previous disturbance to the area, it is not anticipated that additional survey work would be required. In the unforeseen event that detailed cultural resource investigations are required (e.g., Phase 1, 2 or 3 archaeological surveys), Consultant can provide a scope and cost estimate for detailed surveys in a separate proposal.

E. SECTION 404 PERMITTING

The Clean Water Act requires that an entity who proposes to discharge dredge or fill in streams or other Waters of the U.S. obtain a Section 404 permit from the U.S. Army Corps of Engineers (USACE) and 401 Water Quality Certification (WQC) from Ohio EPA. This includes Hoff Run, Union Run, and its tributary. Projects that do not involve a discharge of dredge or fill material into waters of the U.S. would not require authorization under Section 404.

The USACE has two levels of permits: Nationwide Permits (NWPs) and Individual Permits. Based on our experience, we have assumed that any crossings that cannot be accomplished by trenchless construction can be authorized by a Nationwide Permit (NWP) 12 - Utility Line Activities with Pre-Construction Notification (PCN) to the USACE. If needed, Consultant will prepare the PCN, which must include a detailed description of the project, a delineation of jurisdictional surface waters present within the waterline corridor (Task B), an evaluation of unavoidable impacts to jurisdictional waters, consideration of impacts to threatened and endangered species and historic properties (Tasks C and E), and design drawings/details. Consultant assumes that any impacts to jurisdictional surface waters will be considered temporary and/or minor and should not require mitigation.

F. SECTION 401 DIRECTOR'S AUTHORIZATION ASSISTANCE

If the project requires any open cut stream crossings and authorization may be obtained under a NWP, a stream eligibility determination is required to determine if the project complies with Ohio EPA's Water Quality Certification (WQC). The project is located in two eligibility zones for stream impacts under the issued WQC: ineligible and possibly eligible. An individual WQC or Director's Authorization may be required for any open trench crossings of tributaries to the Little Miami River, including Hoff Run, Union Run, and its tributary. It is anticipated that any unavoidable temporary and minor impacts associated with the project may be authorized by Director's Authorization. The Director's Authorization must include a copy of the PCN and the USACE provisional NWP verification. If needed, Consultant will prepare the Director's Authorization application and additional supporting documentation for submittal following completion of the NWP coordination. It should be noted that Ohio EPA requires a one-time review fee of \$2,000 submitted with the application.

Task 8 (Optional-Performed Per Individual Easement and Under Authorization of County)

EASEMENTS

A. PREPARE DETAILED EASEMENT DOCUMENTS

1. Perform land boundary surveys in accordance with easement acquisition needs along the selected alignment.
2. Prepare detailed easement description documents that can be used in negotiating easements with the appropriate property owners. Such documents shall include the complete listing of all names and addresses of the owners of the properties involved and an 8 1/2" x 11" drawing of each easement, to be attached to the easement deeds and recorded.
3. Prepare final and revised easement documents, after negotiations have been concluded, that can be recorded appropriately.
4. Documents shall be on standard County forms or in a form acceptable to the Prosecutor.
5. Modify the legal descriptions metes and bounds and supporting sketches/maps/drawings for each property as required by the County in the negotiation of the easements.

END OF "EXHIBIT 1"

AFFIDAVIT OF NON COLLUSION

STATE OF Ohio
COUNTY OF Hamilton

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

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

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

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

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

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

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

[Signature]
AFFIANT

Subscribed and sworn to before me this 26th day of June 20 20

[Signature]
(Notary Public),

Hamilton County.

My commission expires 10 / 29 20 24



ERIN SCHNEIDER
Notary Public, State of Ohio
My Comm. Expires 10/29/2024
Recorded in Butler County

EXHIBIT B

[attached August 19, 2024 Letter from John Allen President of RA Consultants LLC]



August 19, 2024

Warren County
406 Justice Drive
Lebanon, Ohio 45036
Attn: David Young

Re: Consent to Assignment of Contracts with RA Consultants, LLC

Dear David Young,

This letter refers to the various open contracts between Warren County ("you" or "Warren") and RA Consultants, LLC ("RA Consultants"), including, but not limited to the contracts listed on Schedule I (collectively, the "Agreements"). We are pleased to inform you that RA Consultants entered into a confidential asset purchase agreement with Gonzalez Companies, L.L.C. ("Gonzalez Companies"), a subsidiary of Trilon Group, LLC, whereby Gonzalez Companies has purchased substantially all of RA Consultants' assets (the "Transaction"). In connection with the closing of the Transaction (the "Closing"), which occurred on August 1, 2024, RA Consultants desires to assign and transfer the Agreements to Gonzalez Companies (the "Assignment") so that Gonzalez Companies may continue business relations with Warren. Gonzalez Companies will also assume RA Consultants' rights and obligations under the Agreements relating to performance after the Closing. Except as provided herein, the Agreements will remain unmodified and in full force and effect.

Please also note that I, John Allen, will be employed by Gonzalez Companies after the Closing and will continue to be involved in the day-to-day operations. In addition, Gonzalez is hiring / engaging the vast majority of RA Consultants' employees and independent contractors to assure that there is a smooth transition of the business and of the services provided to you.

We kindly request your consent to the Assignment to be effective as of the Closing, along with an acknowledgement that: (i) this letter satisfies any and all notice or other obligations which may be owed to the Company in light of the Transaction and/or the Assignment, and (ii) neither the Transaction nor the Assignment give rise to an acceleration, termination, or default under the Agreements. You can provide this consent by executing a copy of this letter in the space provided below and returning the signed PDF copy by email to me at jalLEN@raconsultantsllc.com with a copy to Barry Grant at bgrant@gocos.net. Your prompt reply would be greatly appreciated. Following the Assignment, and until we provide notice of an updated notice address, all notices provided pursuant to the terms of the Agreements should be directed to the email addresses listed above and/or the physical addresses shown below: Gonzalez Companies, L.L.C., 10856 Kenwood Rd, Blue Ash, OH 45242, Attn: John Allen.

We would also appreciate it if you can please keep this letter, as well as the Transaction, confidential.

Thank you for your assistance. Should you have any questions in connection with this request, please feel free to contact me at (513) 509-6837 or by email at the addresses listed above.

Sincerely,


RA CONSULTANTS, LLC



John Allen, President

Acknowledged and agreed as of the date first written above:

WARREN COUNTY

By: * _____ 
Name:
Title:

Schedule I
The Agreements

1. 20-030.001 Socialville Water Transmission Main

Resolution

Number 24-1203

Adopted Date September 17, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO SIGN A SATISFACTION OF MORTGAGE FOR COMMUNITY HOUSING ASSISTANCE PROGRAM CORPORATION

WHEREAS, Community Housing Assistance Program Corporation, received a Deferred Loan for repairs through the Emergency Home Repair Division of the Community Housing Improvement Program grant; and

WHEREAS, the Deferred Loan for said Emergency Home Repair has been satisfied.

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to sign a Satisfaction of Mortgage for Community Housing Assistance Program Corporation, on the real estate known as 5787 Columbia Road Mason, Ohio 45040.

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/sh

cc OGA (file)
c/a –Community Housing Assistance Program (CHAP)
Title 1st LLC

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT the Warren County Board of Commissioners does hereby certify, that a certain Mortgage Deed, dated the 5th day of August, 2003, recorded on the 25th day of September, 2003, Record of Mortgages, Book 3286 Page 241-244 in the Office of the Recorder of Warren County, Ohio, executed by **Community Housing Assistance Program, Corporation for MRDD clients**, to the Warren County Board of Commissioners on the following real estate, known as 5787 Columbia Road Mason Ohio 45040, and legally described in **Exhibit "A"**, attached hereto and made a part hereof, has been **fully paid and satisfied**, and the Recorder is authorized to **discharge** the same of record.

In Testimony Whereof, the said Warren County Board of Commissioners by David Young, President, acting in his official capacity, has hereunto set his hand this 17th day of September 2024, A.D.

Signed and Acknowledged
In the Presence of

Warren County Board of Commissioners

Krystal Powell
Signature of Witness #1

* *[Signature]*
David Young, President

Krystal Powell
Printed Name of Witness #1

State of Ohio

County of Warren, ss:

Be It Remembered, That on this 17th day of September, 2024, A.D. before me, the subscriber, a Notary Public in and for said County, personally came the above named David Young, President of the Warren County Board of Commissioners, who acknowledged the signing of the foregoing instrument, while acting in his official capacity, to be his voluntary act and deed, for uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Krystal Lynn Powell

Notary Public

This instrument prepared by Warren County, Ohio.



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2026

ATTACHMENT "A"

Parcel# 16-18-454-008-1

Situated in the Township of Deerfield, County of Warren, State of Ohio, and being Lot Nos. 83 and 84, Maple Park Subdivision made by Wilford C. Hudson, as the same is recorded in Plat Record Volume 2 page 164 of the Warren County, Ohio Plat Records.
Prior Instrument Reference: Vol. 2317, Page 123 of the Official Records of Warren County, Ohio

L:\Grants\Satisfaction of Mortgage

Resolution

Number 24-1204

Adopted Date September 17, 2024

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

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

Hobart Institute of Welding Technology
400 Trade Square E
Troy, Ohio 45373

AAAA International Driving School of Mason
7577 Central Parke Blvd.
Suite 134
Mason, Ohio 45040

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and **Hobart Institute of Welding Technology, 400 Trade Square E, Troy OH 45373**, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the Contractor may provide occupational trainings such as computer software and hardware technologies, networking technologies, business and office technologies, diversified medical occupations, electrical and electronic technologies, building and machine trades, fire and police technologies, heating and air conditioning, industrial maintenance technologies and similar programs.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2025. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

passage of the test. Testing fees should be broken out from tuition costs and listed separately on invoices.

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

OMJWC, except for cases of trainee misconduct which are severe enough to require immediate dismissal as per Contractor written policies in the course catalog.

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

Responsibilities of OMJWC:

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

General Provisions:

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

Assurances and Certifications:

1. ~~Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.~~
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect

Signature Page

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

Warren County Board of Commissioners

*

David G. Young, President

9/17/24

Date

Contractor

Authorized Contractor Signature

8/22/24

Date

Sally Church

Typed Name of Authorized Contractor

8/22/24

Date

Approved as to form:

Asst. Prosecuting Attorney

8/28/24

Date

Classroom Training Agreement

This Agreement is entered into and made between the Warren County Board of Commissioners, hereinafter Commissioners, on behalf of OhioMeansJobs Warren County, hereinafter OMJWC, and AAAA International Driving School of Mason, 7577 Central Parke Blvd, Ste 134, Mason, Ohio 45040, hereinafter referred to as "Contractor".

Purpose:

This Agreement is entered into in order that the contractor may provide occupational skills trainings.

Terms of the Agreement:

This Agreement shall be effective upon execution by the Commissioners through June 30, 2024. The Contractor understands that this Agreement is contingent upon the OMJWC's receipt of Workforce Innovation and Opportunity Act (WIOA), National Emergency Grant (NEG) or any supplemental funding through the State of Ohio or the U.S Department of Labor. The Contractor understands that if said funding is not provided, that this Agreement will be null and void as of the date the OMJWC notifies the Contractor in writing that said funding is not available.

Responsibilities of the Contractor:

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

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

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

Responsibilities of OMJWC:

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

General Provisions:

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


Assurances and Certifications:

1. Any patent rights, copyrights and/or rights in data resulting from this Agreement shall be the sole property of OMJWC.
2. The Contractor shall not assign any part of the Agreement without the written consent of OMJWC.
3. Attempts shall be made to resolve all disputes through an informal process among the trainee, the Contractor and OMJWC. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Contractor to resolve disputes with trainees. If the Contractor has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from OMJWC's grievance, complaint and disallowed cost resolution procedure.
4. During the performance of this Agreement, the Contractor will not discriminate against any trainee because of religion, race, political affiliation, color, sex, sexual orientation, national origin, ancestry, physical handicap, age or creed and shall not engage in any sectarian training activity.
5. The Contractor shall abide by appropriate standards for OSHA health and safety standards in training situations.
6. The Contractor assures that it is an accredited training institution which employs qualified instructors and which will comply with the local, state, federal, license and insurance requirements.
7. Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
8. This Agreement contains the entire Agreement between the parties with respect to the subject matter thereof, and supersedes all prior written or oral Agreements between the parties. No representations, promises, understandings or Agreements, or otherwise, not herein contained shall be of any force or effect.

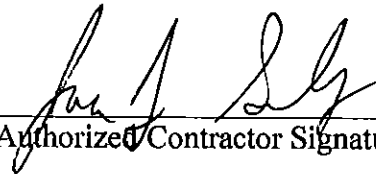
Signature Page

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

Warren County Board of Commissioners

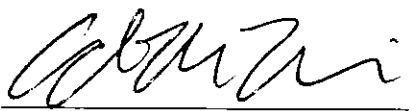
* _____  _____
David Young, President Date 9/17/24

Contractor

_____  _____
Authorized Contractor Signature Date 9-9-24

AAAA International Driving School of
Mason _____
Typed Name of Authorized Contractor Date

Approved as to form:

_____  _____
Adam Nice, Asst. Prosecutor Date 9/9/24

Resolution

Number 24-1205

Adopted Date September 17, 2024

APPROVING A CHANGE ORDER WITH SECURE CYBER DEFENSE FOR THE SECURITY INFORMATION AND EVENT MANAGEMENT (SIEM) ON BEHALF OF WARREN COUNTY TELECOMMUNICATIONS

WHEREAS, pursuant to Resolution 22-1834, adopted December 6, 2022, an agreement was entered into with Secure Cyber Defense, for monitoring and maintenance services of security information and event management on behalf of Warren County Telecommunications; and

WHEREAS, due to increased growth it is necessary to provide additional capacity to the SIEM Cybersecurity tool in above referenced agreement.


NOW THEREFORE BE IT RESOLVED, to approve a change order with Secure Cyber Defense for additional SIEM capacities in the amount of \$66,827.00 resulting in a new contract price of \$707,324.00. Copy of change order is attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Secure Cyber Defense
Telecom (file)



SECURECYBER™

Proven. Proactive. Personalized.

Warren County Board of Commissioners c/o Telecommunications | SIEM Change Order

Warren County Board of Commissioners
c/o Telecommunications
500 Justice Drive
Lebanon, OH 45036
United States

Secure Cyber
201 Tyler Way
Moraine, OH 45439
United States
+19373884405

Reference: 20240820-154301758
Quote created: August 20, 2024
Quote expires: September 19, 2024

Prepared by:
Chris Randall
Sales Manager
crandall@secdef.com
+19376231011

Customer Location
500 Justice Drive
Lebanon, OH 45036
United States

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
Managed Detection and Response (SIEM) 2024 - Change order increase - Additional 200 EPS - New total EPS quantity - 800 - 2024 prorated rate increase 8/1/2024 thru 12/31/2024 - To be invoiced upon approval	200	\$40.675	\$8,135.00

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
Managed Detection and Response (SIEM) 2025 - Change order increase - Additional 200 EPS - New total EPS quantity - 800 - 2024 prorated rate increase 1/1/2025 thru 12/31/2025 - To be invoiced 1/1/2025	200	\$97.72	\$19,544.00
Managed Detection and Response (SIEM) 2026 - Change order increase - Additional 200 EPS - New total EPS quantity - 800 - 2024 prorated rate increase 1/1/2026 thru 12/31/2026 - To be invoiced 1/1/2026	200	\$97.82	\$19,564.00
Managed Detection and Response (SIEM) 2027 - Change order increase - Additional 200 EPS - New total EPS quantity - 800 - 2024 prorated rate increase 1/1/2027 thru 12/31/2027 - To be invoiced 1/1/2027	200	\$97.92	\$19,584.00
SUMMARY			
One-time subtotal			\$66,827.00

Total	\$66,827.00
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We appreciate your business. If you have any questions or need assistance, please don't hesitate to reach out.

Upon approval of this quote, the Customer's Total Annual Recurring invoicing will be updated to add the changes referenced herein and an invoice will be sent for the initial prorated period, through 12/31/2024. The customer's annual invoicing thereafter will be updated with the annual addition. Payments are due within thirty (30) days of the invoice date.

The parties agree that this purchase/addition is governed by the terms and conditions of the Security Information and Event Management (SIEM) RFP dated 7/25/2022 and approved 12/22/2022 and the Master Service Agreement entered into by the parties on 5/25/2021, these documents are incorporated by reference as if fully re-written in this Quote/Change Order. If there is any conflict with the RFP, this Quote/Change Order, or the Master Services Agreement, then the terms and conditions of the Master Service Agreement shall control.

**WARREN COUNTY BOARD OF COMMISSIONERS
C/O TELECOMMUNICATIONS**

*

Signature



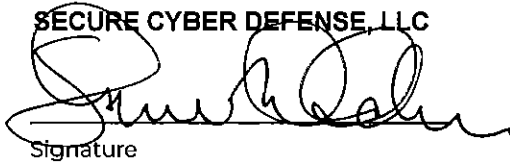
9/17/24

Date

David G. Yang

Printed name

SECURE CYBER DEFENSE, LLC


Signature

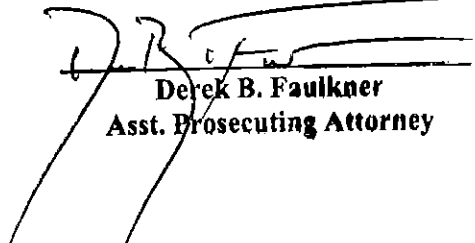
8/20/2024

Date

Shawn Waldman, CEO

Printed name

APPROVED AS TO FORM



Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-1206

Adopted Date September 17, 2024

AUTHORIZING THE PRESIDENT OF THE BOARD TO ACCEPT A QUOTE FROM
SECURE CYBER DEFENSE ON BEHALF OF WARREN COUNTY
TELECOMMUNICATIONS

WHEREAS, Secure Cyber Defense will provide Fortinet Support Renewals for Warren County
Telecommunications as proposed in the attached Quote 132452353 dated August 13, 20240

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an
agreement with Secure Cyber Defense for Warren County Telecommunications Support
Renewal Proposal, as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: c/a—Secure Cyber Defense
Telecom (file)



SECURECYBER

Proven. Proactive. Personalized.

Warren County Board of Commissioners c/o Telecommunications Fortinet Support Renewals

Warren County Board of Commissioners

c/o Telecommunications

500 Justice Drive

Lebanon, OH 45036

United States

Secure Cyber

201 Tyler Way

Moraine, OH 45439

United States

+19373884405

Reference: 20240813-132452353

Quote created: August 13, 2024

Quote expires: September 12, 2024

Prepared by:

Chris Randall

Account Manager

crandall@secdef.com

+19376231011

Customer Location

500 Justice Drive

Lebanon, OH 45036

United States

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
Fortinet Product Support	4	\$18,448.00	\$73,792.00
- Devices: 1200D-0747			
1200D-0771			
1200D-0745			
1200D-0742			
- Support Type: UTM			
- Co-term Expiration:			
10/31/2025			
(Renewal Term Cost)			


PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	TOTAL PRICE
Fortinet Product Support - Devices: 40F-4600 40F-CGF4 40F-CGFQ 40F-9WF7 40F-A2JD 40F-C9S3 - Support Type: UTM - Co-term Expiration Date: 10/31/2025 (Renewal Term Cost)	6	\$305.00	\$1,830.00
Fortinet Product Support - Devices: 60F-1401 60F-CRF9 - Support Type: UTM - Co-term Expiration Date: 10/31/2025 (Renewal Term Cost)	2	\$428.00	\$856.00
Fortinet Product Support - Device: FS424E-0111 - Support Type: Comprehensive - Co-Term Expiration Date: 10/31/2025 (Renewal Term Cost)	1	\$220.00	\$220.00
SUMMARY			
One-time subtotal			\$76,698.00

Total	\$76,698.00
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<p>Comprehensive Support Detail:</p> <ul style="list-style-type: none"> • 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates <p>UTM Support Detail:</p> <ul style="list-style-type: none"> • UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services) AV, FortiGuard IPS Service, FortiGuard URL, DNS & Video Filtering Service, AS, 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates

Upon approval of this Quote, Customer will be invoiced for the Total One-Time Cost(s). Payment is due within thirty (30) days of the invoice date.

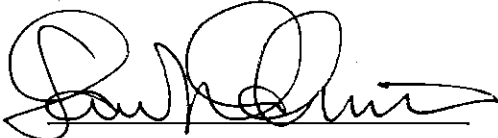
**WARREN COUNTY BOARD OF COMMISSIONERS
C/O TELECOMMUNICATIONS**

* 
Signature

9/17/24
Date

David G. Yang
Printed name

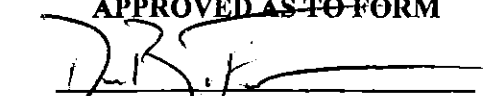
SECURE CYBER DEFENSE, LLC


Signature

8/19/2024
Date

Shawn Waldman, CEO
Printed name

APPROVED AS TO FORM


Derek B. Faulkner
Asst. Prosecuting Attorney

Resolution

Number 24-1207

Adopted Date September 17, 2024

AUTHORIZING THE TRANSFER OF A KNOX BOX VAULT KEY CORE NO LONGER BEING UTILIZED BY THE WARREN COUNTY TELECOMMUNICATIONS DEPARTMENT TO THE CITY OF FRANKLIN FIRE DEPARTMENT

WHEREAS, Warren County Telecommunications is in possession of Knox Box Vault Key Core MDL 3200 Series Serial Number 32-1115673; and

WHEREAS, the Knox Box vault sustained damage and will no longer close and is not repairable and no longer of use to Warren County Telecommunications; and

WHEREAS, the Knox Box Rapid Entry Key System is a high security and proprietary sole source manufactured system that is used by individual local Fire Departments to have non-destructive key access to buildings & gates as needed; and

WHEREAS, this Knox Box Vault Key Core is located at Manchester Tower Site which is within the City of Franklin Fire Department's response jurisdiction.


NOW THEREFORE BE IT RESOLVED, to transfer Knox Box Vault Key Core MDL 3200 Series Serial Number 32-1115673 from the Warren County Telecommunications Department to the City of Franklin Fire Department

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: B. Quillen – Auditor's Office
Telecom (file)
Transfer file

Resolution

Number 24-1208

Adopted Date September 17, 2024

ACKNOWLEDGING PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 9/10/24 and 9/12/24 as attached hereto and made a part hereof.

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc: Auditor

Resolution

Number 24-1209

Adopted Date September 17, 2024

ACCEPTING AN AMENDED CERTIFICATE FOR THE TOWNSHIP LINE RD BRIDGE #134-3.76 REHABILITATION PROJECT FUND AND APPROVE A SUPPLEMENTAL APPROPRIATION AND A CASH ADVANCE INTO FUND #4461

WHEREAS, in order for the Warren County Engineer's Office to be able to encumber funds for the Township Line Rd Bridge #134-3.76 Rehabilitation Project, an amended certificate, a supplemental appropriation, and a cash advance are necessary.

NOW THEREFORE BE IT RESOLVED, to accept an amended certificate from the Budget Commission in the amount of \$81,239.00 for the Township Line Rd Bridge #134-3.76 Rehabilitation Project; and

BE IT FURTHER RESOLVED, to approve the following cash advance and supplemental appropriation into Engineer's Fund #4461 Township Line Rd Bridge #134-3.76 Rehabilitation Project:

Cash Advance

\$81,239.00	from	2202-45556	(Advances of Cash Out)
	into	4461-45555	(Cash Advance In)

Supplemental Appropriation

\$81,239.00	into	44613130-5320	(Capital Purchases)
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Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

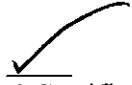
Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor 
Amended Certificate file
Cash Advance file

Supplemental App. file
Engineer (file)

Resolution

Number 24-1210

Adopted Date September 17, 2024

APPROVING AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112 INTO CHILD SUPPORT ENFORCEMENT AGENCY FUND #2263

WHEREAS, the Child Support Enforcement Agency has submitted a request to this Board to transfer the third quarter of their 2024 local share to their Fund #2263.

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer from Commissioners Fund #11011112 to the Child Support Enforcement Agency Fund #2263:

\$68,133.00	from	#11011112-5748	(Commissioners Transfers - CSEA)
	into	#2263 49000	(CSEA - County Share)

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor ✓
Operational Transfer file
CSEA (file)
OMB

Resolution

Number 24-1211

Adopted Date September 17, 2024

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

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

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

\$ 56,960.10	from #11011112 5997	(Operational Transfers)
	into #5510 44100 55103200 AAREVENUE	(Water Revenue - Interest Earnings)
\$ 7,782.35	from #11011112 5997	(Operating Transfers)
	into #5575 44100 55753300 AAREVENUE	(Sewer Construction Project - Interest Earnings)
\$ 66,206.19	from #11011112 5997	(Operational Transfers)
	into #5580 44100 55803300 AAREVENUE	(Sewer Revenue - Interest Earnings)
\$ 5,642.91	from #11011112 5997	(Operational Transfers)
	into #5583 44100 55833200 AAREVENUE	Water Construction Projects - Interest Earnings)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

JS/

cc: Auditor
Water/Sewer (file)

OMB
Operational Transfer file

2024

Month	Weighted Average	Account	Balance	Income Credit
January	2.233803269	5510	\$ 24,067,170.85	\$ 39,787.11
		5575	\$ 5,832,495.99	\$ 9,642.10
		5580	\$ 26,070,604.46	\$ 43,099.13
		5583	\$ 3,052,689.07	\$ 5,046.61
February	2.969056651	5510	\$ 24,447,303.56	\$ 55,394.67
		5575	\$ 5,679,334.38	\$ 12,868.69
		5580	\$ 26,594,117.21	\$ 60,259.09
		5583	\$ 2,525,849.96	\$ 5,723.27
March	2.990026773	5510	\$ 24,392,136.03	\$ 55,695.92
		5575	\$ 5,229,763.18	\$ 11,941.41
		5580	\$ 26,247,743.29	\$ 59,932.93
		5583	\$ 1,143,126.04	\$ 2,610.16
April	2.473741972	5510	\$ 24,866,902.40	\$ 46,081.31
		5575	\$ 4,777,761.60	\$ 8,853.76
		5580	\$ 26,828,211.21	\$ 49,715.85
		5583	\$ 894,225.79	\$ 1,657.11
May	2.477795375	5510	\$ 23,278,288.31	\$ 43,216.05
		5575	\$ 4,193,697.57	\$ 7,785.58
		5580	\$ 26,916,085.19	\$ 49,969.61
		5583	\$ 1,322,308.37	\$ 2,454.86
June	2.644058687	5510	\$ 22,789,509.15	\$ 45,466.19
		5575	\$ 3,856,595.34	\$ 7,694.10
		5580	\$ 27,181,930.63	\$ 54,229.28
		5583	\$ 1,214,300.63	\$ 2,422.59
July	3.185538668	5510	\$ 23,123,217.87	\$ 56,565.92
		5575	\$ 3,397,400.76	\$ 8,311.00
		5580	\$ 27,282,603.07	\$ 66,740.95
		5583	\$ 1,004,008.61	\$ 2,456.09
August	3.092195525	5510	\$ 24,049,055.32	\$ 56,960.10
		5575	\$ 3,285,778.01	\$ 7,782.35
		5580	\$ 27,952,838.65	\$ 66,206.19
		5583	\$ 2,382,486.61	\$ 5,642.91

Resolution

Number 24-1212

Adopted Date September 17, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS FUND
#11011110

BE IT RESOLVED, to approve the following supplemental appropriation in order to process
vacation leave payouts:

\$30,000.00 into #11011110-5882 (Genl BOCC Vacation Leave Payout)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
OMB (file)

Resolution

Number 24-1213

Adopted Date September 17, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO FACILITIES MANAGEMENT
FUND #11011600

BE IT RESOLVED, to approve the following supplemental appropriation for Fund #11011600:

\$300,000.00 into #11011600-5430 (Utilities)

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Facilities Management (file)

Resolution

Number 24-1214

Adopted Date September 17, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMISSIONERS'
GENERAL FUND #11011990

BE IT RESOLVED, to approve the following supplemental appropriation into General Fund Tax
Settlement Fee for Tax Settlement Fee Share:

\$ 87,000.00 into #11011990-5910 (Other Expense)

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1215

Adopted Date September 17, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO THE CLERK OF COURTS
COMPUTERIZATION FUND #2282

BE IT RESOLVED, to approve the following supplemental appropriation:

\$4,067.44 into #22821410-5370 (Software Non Data Board)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental App. file
Clerk of Courts (file)

Resolution

Number 24-1216

Adopted Date September 17, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS DONATION FUND #2288

BE IT RESOLVED, to approve the following supplemental appropriation:

\$4,000.00 into BUDGET-BUDGET 22881226-5910 (Other Expense)

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Supplemental Appropriation file
Common Pleas (file)

Resolution

Number 24-1217

Adopted Date September 17, 2024

APPROVING A SUPPLEMENTAL APPROPRIATION INTO HEALTH INSURANCE FUND
#6632

BE IT RESOLVED, to approve the following supplemental appropriation:


\$750,000.00 into #66320100-5932 (Health Ins – Medical/Rx Claims)

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/js

cc: Auditor
Supplemental App. File
OMB (file)

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

Resolution

Number 24-1218

Adopted Date September 17, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #6630

BE IT RESOLVED, to approve the following appropriation adjustment within Warren County Sheriff's Office Fund #6630 in order to process a vacation payout for Brandon Smith, former employee of the Sheriff's Office-Deerfield Township Post:

\$3,208.68	from	#66302251 5830	(Workers Compensation)
	into	#66302251 5882	(Vacation Leave Payout)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
Sheriff's Office (file)
OMB

Resolution

Number 24-1219

Adopted Date September 17, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$1,500.00	from	11011223-5400	(Purchased Services)
	into	11011223-5317	(Non-Capital Purchase)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

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

Resolution

Number 24-1220

Adopted Date September 17, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN COMMON PLEAS COURT
FUND #11011223

BE IT RESOLVED, to approve the following appropriation adjustment:

\$3,000.00	from	11011223-5820	(Health/Life Insurance)
	into	11011223-5910	(Other Expenses)

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1221

Adopted Date September 17, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #11011240:

\$ 2,000.00	from	11011240-5102	(Regular Salaries)
	into	11011240-5910	(Other Expense)

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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 24-1222

Adopted Date September 17, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#1011240

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
fund #1101240:

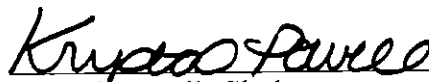
\$ 500.00	from	1101240-5102	(Regular Salaries)
	into	1101240-5940	(Travel)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 24-1223

Adopted Date September 17, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 3,650.00	from #11012810-5310	(Vehicles Capital Outlay)
	into #11012810-5370	(Software Non-Data Board)
\$ 8,000.00	from #11012810-5318	(Data Board App Non-Cap)
	into #11012810-5370	(Software Non-Data Board)
\$ 11,500.00	from #11012810-5371	(Software – Data Board Approved)
	into #11012810-5370	(Software Non-Data Board)
\$ 50,000.00	from #11012810-5317	(Non-Capital Purchases)
	into #11012810-5370	(Software Non-Data Board)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

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

Resolution

Number 24-1224

Adopted Date September 17, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #11012810

BE IT RESOLVED, to approve the following appropriation adjustment:

\$6,500.00 from #11012810-5102 (Regular Salaries)
 into #11012810-5820 (Health & Life Insurance)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 24-1225

Adopted Date September 17, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#2247

BE IT RESOLVED, to approve the following appropriation adjustment within Juvenile Court
RECLAIM Fund #2247:

\$300.00	from	22471242-5400	(Purchased Services)
	into	22471242-5940	(Travel)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

Resolution

Number 24-1226

Adopted Date September 17, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE OHIOMEANSJOBS
WARREN COUNTY FUND #2254

BE IT RESOLVED, to approve the following appropriation adjustments within the
OhioMeansJobs Warren County Fund #2254:

\$ 5,000.00	from	#22545800-5114	(Overtime Pay)
\$ 8,000.00	from	#22545800-5210	(Material & Supplies)
\$ 5,000.00	from	#22545800-5317	(Non-Capital Purchases)
\$30,000.00	from	#22545800-5663	(Classroom Training-Adult)
\$ 8,000.00	from	#22545800-5881	(Sick Leave Payout)
\$ 6,000.00	from	#22545800-5910	(Other Expense)
\$48,000.00	into	#22545800-5102	(Regular Salaries)
\$ 6,000.00	into	#22545800-5811	(PERS)
\$ 8,000.00	into	#22545800-5820	(Health & Life Insurance)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adjustment file
OhioMeansJobs (file)

Resolution

Number 24-1228

Adopted Date September 17, 2024

APPROVING AN APPROPRIATION ADJUSTMENT WITHIN FACILITIES
MANAGEMENT PROJECT FUND #4467

BE IT RESOLVED, to approve the following appropriation adjustment:

\$50,000.00 from #44673713-5317 (Non-Capital Purchases)
into #44673712-5320 (Capital Purchases)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

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

Resolution

Number 24-1229

Adopted Date September 17, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN TELECOMMUNICATIONS
DEPARTMENT FUND #4492

BE IT RESOLVED, to approve the following appropriation adjustments:

\$210,000.00	from	#44923819-5320	(Capital Purchases)
\$120,000.00	into	#44923819-5370	(Software Non-Data Board)
\$ 90,000.00	into	#44923819-5400	(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 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

cc: Auditor
Appropriation Adj. file
Telecom (file)

Resolution

Number 24-1230

Adopted Date September 17, 2024

APPROVING APPROPRIATION ADJUSTMENTS WITHIN THE SEWER REVENUE FUND
#5580

WHEREAS, the Water and Sewer Department incurs personnel and capital equipment costs;
and;

WHEREAS, appropriation adjustments are necessary to accommodate said costs.

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

\$20,000.00 from 55803300 - 5102 (Regular Salaries)
into 55803300 - 5114 (Overtime Pay)

\$50,000.00 from 55803300 - 5998 (Reserve/Contingency)
into 55803300 - 5320 (Capital Purchases)

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

mbz

cc: Auditor
Appropriation Adj. file
Water/Sewer (file)

Resolution

Number 24-1231

Adopted Date September 17, 2024

APPROVING REQUISITIONS AND AUTHORIZING THE COUNTY ADMINISTRATOR
TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 17th day of September 2024.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Clerk

/kp

cc:
Commissioners' file


REQUISITONS

Department	Vendor Name	Description	Amount
WAT	CINCYAUTOS INC	SEW 2024 FORD F550 CREW CAB XL	\$ 72,524.00 *vehicles/ 3 quotes obtained
TEL	CINCYAUTOS INC	TEL- 2024 FORD TRANSIT 250 CAR	\$ 51,350.00 *vehicle/ 3 quotes obtained
WAT	ELECTRIC MOTOR TECHNOLOGIES LLC	WAT REPLACEMENT AND INSTALLATI	\$ 12,885.00 *capital purchase/ obtained 3 quotes
WAT	XYLEM WATER SOLUTIONS USA INC	SEW PUMP REPLACEMENT FOR VILLA	\$ 41,684.00 *capital purchase/ sole source
TEL	SECURE CYBER DEFENSE LLC	TEL SECURE CYBER DEFENSE MANAG	\$ 66,827.00 *contract in packet
TEL	SECURE CYBER DEFENSE LLC	TEL RENEWAL FORTINET SUPPORT R	\$ 76,698.00 *contract in packet

PO CHANGE ORDERS

ENG	DDK CONSTRUCTION INC	ENG MCCLURE RD BRDG REHAB PROJ	\$ 267,484.38 *decrease/ due to ODOT payment
FAC	GARBER ELECTRICAL CONTRACTORS	FAC ELECTRICAL REPAIR	\$ 15,300.00 *increase/ capital purchase

9/17/24 APPROVED BY:



Martin Russell, County Administrator