

Resolution

Number 23-0033

Adopted Date January 10, 2023

REDUCE LOAD LIMIT ON BRIDGE #182-0.10, OVER THE LITTLE MIAMI RIVER, ON COUNTY ROAD 182, ALSO KNOWN AS OREGONIA ROAD, FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #182-0.10 on County Road 182, also known as Oregonia Road, over the Little Miami River is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #182-0.10 (Turtlecreek and Washington Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #182-0.10, the Warren County Engineer has determined that the posted load limit should be reduced from the current reduced load limit to 15 tons for 2 axle vehicles, 17 tons for 3 axle vehicles, 18 tons for 4 axle vehicles, 19 tons for 5 axle vehicles, and 19 tons for 6 axle or more vehicles, effective immediately; and


NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #182-0.10 on County Road 182, also known as Oregonia Road, in Turtlecreek and Washington Township.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Engineer (file)

Resolution

Number 23-0034

Adopted Date January 10, 2023

REDUCE LOAD LIMIT ON BRIDGE #147-0.47 OVER GROG RUN FROM THE CURRENT LOAD LIMIT

WHEREAS, Bridge #147-0.47 on Grog Run Road over Grog Run is inspected and maintained by the Warren County Engineer; and

WHEREAS, the Warren County Engineer has the duty and obligation to recommend weight limits for the bridges; and

WHEREAS, the Board of Warren County Commissioners and the Warren County Engineer pursuant to 5591.42 and 5577.071 of the Ohio Revised Code have determined that Bridge #147-0.47 (Hamilton Township) is inadequate to carry its current load limit; and

WHEREAS, upon observation of recent deterioration of Bridge #147-0.47, the Warren County Engineer has determined that the posted load limit should be reduced from the current reduced load limit to 15 tons for 2 axle vehicles, 19 tons for 3 axle vehicles, 20 tons for 4 axle vehicles, 22 tons for 5 axle vehicles, and 22 tons for 6 axle or more vehicles, effective immediately; and

NOW THEREFORE, BE IT RESOLVED, to reduce the load limit on Bridge #147-0.47 on Grog Run Road in Hamilton Township.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0035

Adopted Date January 10, 2023

APPROVE AGREEMENT AND ADDENDUM WITH STEP HIGHER-NELLA'S PLACE
RELATIVE TO HOME PLACEMENT AND RELATED SERVICES ON BEHALF OF
WARREN COUNTY CHILDREN SERVICES

BE IT RESOLVED, to approve and authorize the Warren County Board of Commissioners to enter into the agreement and addendum with Step Higher-Nella's Place relative to home placement and related services for calendar year 2022-2023, on behalf of Children Services as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a – Step Higher-Nella's Place
Children Services (file)

Ohio Department of Job and Family Services

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

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

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

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

and

Step Higher Inc.-Nella's Place, hereinafter "Provider", whose address is:

Step Higher Inc.-Nella's Place
3439 Knott St
Cincinnati, OH 45229

Collectively the "Parties".



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RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter 5153 for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter 5153.16 to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

Article II. TERM OF AGREEMENT

This Agreement is in effect from **12/01/2022** through **05/31/2023**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for 0 additional, 0 year terms not to exceed 0 years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code (OAC) 5101:2-1-01 and any related cross-references.
- E. Aftercare Support, as defined, in rule 5101:2-1-01 the Administrative Code, is case management activities performed with or on behalf of a child/family, by the Qualified Residential Treatment Program (QRTTP) as part of the required discharge plan developed by the permanency team for a minimum of six months from discharge.

Such activities are to include but are not limited to the following:

- 1. Minimum of monthly contact with child and family (Face-to-Face /Telephonic/Skype/etc.)
- 2. Linkage to community services.
- 3. Follow up with community service.
- 4. Documentation of the monthly contacts in the Residential Treatment Information System (RTIS).

When serving multiple children in the save family, the cost for non-Medicaid Aftercare Supports may be billed for only one child at the same time.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.

- C. Provider agrees to deliver aftercare support as described in Article IV.
- D. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- E. Provider agrees that all caregivers must be approved by the Agency.
- F. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.
 - 1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
 - 2. The Monthly Progress Report will include the following medical related information:
 - a. Service type (i.e. medical, dental, vision, etc.);
 - b. Date(s) of service;
 - c. Reason for visit (i.e. routine, injury, etc.);
 - d. Practitioner name, address and contact number;
 - e. Name of hospital, practice, urgent care, etc.;
 - f. Prescribed medications and dosages;
 - g. Date(s) medication(s) were prescribed or changed; and
 - h. Changes to medications.
- G. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- H. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- I. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the Incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs (ODJFS 5101:2-7-14, 5101:2-9-23 ODMHAS 5122-30-16, 5122-26-13, OAC 5123-17-02).

Emergency situations include but are not limited to the following:

- 1. Absent Without Leave (AWOL);
 - 2. Child Alleging Physical or Sexual Abuse / Neglect;
 - 3. Death of Child;
 - 4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
 - 5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
 - 6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
 - 7. School Expulsion / Suspension (formal action by school);
 - 8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
 - 9. Victim of assault, neglect, physical or sexual abuse; and
 - 10. The filing of any law enforcement report involving the child.
- J. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
 - 1. When physical restraint is used/applied; and
 - 2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- K. Documentation of the emergency and non-emergency incidents as identified in "I and J" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- L. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- M. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.
- N. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. (OAC 5101:2-5-17, OAC 5122-30-22, OAC 5122-30-04, OAC 5123:2-3-05).
- O. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of OAC 5101:2-42-67 as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- P. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-19 for all children age 14 and above.
- Q. When applicable, due to the Provider being part of a managed care agreement as defined in OAC 5101:2-1-01, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- R. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- S. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to OAC 5101:2-5-33, OAC 5101:2-9-02 or OAC 5101:2-9-03 has been completed.
- T. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- U. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- V. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- W. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- X. The Provider agrees to adhere to the following Medical/Medication guidelines:
1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
 2. To comply with the medical consent process as identified by Agency;
 3. Only the Agency can give permission for the administering or change (addition or elimination) of

- psychotropic medication and its ongoing management; and
4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- Y. To arrange for required health care/medical examinations within time frames required by OAC 5101:2-42-66.1 and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Z. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- AA. The Provider will immediately notify the Agency:
1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
 2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
 3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
 4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

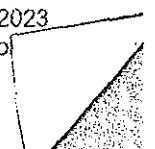
Article VI. AGENCY RESPONSIBILITIES

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. Agency agrees to participate in the development of the treatment plan of each child placed with the Provider. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule OAC 5101:2-42-65 of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).

- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
 - 1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
 - 2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3. It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with OAC 5101:2-42-90. Prior to a child's placement in alternative care or respite, OAC 5101:2-42-90 (D) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
 - 1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2. Billing date and the billing period.
 - 3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4. Admission date and discharge date, if available.
 - 5. Agreed upon per diem for maintenance and the agreed per diem administration; and
 - 6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
 - a. Case Management; allowable administration cost;
 - b. Transportation, allowable maintenance cost;
 - c. Transportation; allowable administration cost;
 - d. Other Direct Services; allowable maintenance cost;
 - e. Behavioral health care; non-reimbursable cost; and
 - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. If Provider is an enrolled provider of Medicaid, Provider shall seek reimbursement for aftercare support provided to children through Medicaid. If a child is an open client with the QRTP the following services or activities may be billed to Medicaid as medically necessary. Aftercare support provided that is not available for Medicaid reimbursement shall be billed to the Agency. If Provider is not enrolled on Medicaid, reimbursement for aftercare support provided shall be billed to the Agency. Aftercare support provided to children who are not enrolled on Medicaid shall be invoiced to the Agency less any private insurance / third-party payor reimbursement obtained by Provider. Rates for aftercare support billed to the Agency shall be consistent with the prevailing Medicaid rate for Community Psychiatric Supportive Treatment (CPST) at the most recent version of which may be found at: Manuals and Rates (ohio.gov). If the parties agree to not use the Medicaid rates, an "Agreement for Title IV-E Agencies for the Provision of Non-Placement Services" will need to be created, and the negotiated rates will be displayed on the Schedule B.
- C. Provider warrants and represents claims made for payment for services provided are for actual services rendered



and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$100,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
 - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
 - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
 - 1. Improper or inappropriate activities;
 - 2. Loss of required licenses;
 - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
 - 4. Unethical business practices or procedures; and
 - 5. Any other event that Agency deems harmful to the well-being of a child; or
 - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to,

financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:

1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:

1. Ensure the security and confidentiality of data;
2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
 - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
 - b. Firewall protection;
 - c. Encryption of electronic data while in transit from Provider networks to external networks;
 - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
 - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
 - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.
- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS
 ATTN: Licensing
 P.O. Box 183204
 Columbus, OH 43218-3204

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC 2151.86, ORC 5103.0328, ORC 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or

Activities Receiving Federal Assistance.

- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
 - 2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
 - 3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(A)(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered

In accordance with this Agreement.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with ORC 5103.0323.
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in OAC 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC 5101.11, ORC 5101.14, and OAC 5101:2-47-01.
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 1. OAC 5101:2-47-11: "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
 2. OAC 5101:2-47-26.1: "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
 3. OAC 5101:2-47-26.2: "Cost Report Agreed Upon Procedures Engagement".
 4. JFS 02911 Single Cost Report Instructions.
 5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
 6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
 7. 2 CFR part 200.501, Audit Requirements.

Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

Article XV. ATTACHMENTS/ADDENDA

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written

Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

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

if to Provider, to Step Higher Inc.-Nella's Place
 3439 Knott St
 Cincinnati, OH 45229

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with ORC 102.03, ORC 102.04, ORC 2921.42, ORC 2921.43.

- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:
1. Additional insured endorsement;
 2. Product liability;
 3. Blanket contractual liability;
 4. Broad form property damage;
 5. Severability of interests;
 6. Personal injury; and
 7. Joint venture as named insured (if applicable).
- Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.
- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
 2. Pay on behalf of wording;
 3. Concurrency of effective dates with primary;
 4. Blanket contractual liability;
 5. Punitive damages coverage (where not prohibited by law);
 6. Aggregates: apply where applicable in primary;
 7. Care, custody and control – follow form primary; and
 8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
 - 1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - 3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
 - 4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
 - 8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
 - 11. If any of the work or Services contemplated by this Agreement is subcontracted, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
 - 12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

Article XXI. INDEMNIFICATION & HOLD HARMLESS

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s) employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

Article XXII. SCREENING AND SELECTION

- A. Criminal Record Check
 - 1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
 - 2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
 - 3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and ORC 2151.86, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48.
 - 4. Provider agrees to be financially responsible for any of the following requirements in OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48 resulting in financial penalty due to lack of compliance with the criminal records checks.
- B. Transportation of Child
 - 1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
 - a. Maintenance of a current valid driver's license and vehicle insurance.
 - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in ORC 4511.81.
 - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
 - 2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. The individual has a condition which would affect safe operation of a motor vehicle;
 - b. The individual has six (6) or more points on his/her driver's license; or
 - c. The individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating

vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC 5101:2-07-02(I) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with OAC 5101:2-5-09 have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in OAC 5101:2-7-09, OAC 5101:2-9-21, and OAC 5101:2-9-22

Article XXIV. FINDINGS FOR RECOVERY

ORC 9.24 prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with ORC 5719.042. Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. SEVERABILITY

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

Article XXXII. COUNTERPARTS

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of


which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

Article XXXIII. APPLICABLE LAW AND VENUE

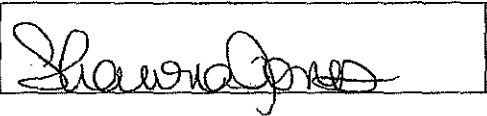
This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

SIGNATURES OF PARTIES:

Provider: Step Higher Inc.-Nella's Place

Print Name & Title	Signature	Date
Janette S Hocken		12/8/22

Agency: Warren County Children Services

Print Name & Title	Signature	Date
Shawna Jones, Director		12-22-22

Title IV-E Schedule A Rate Information

Title IV-E Schedule A Rate Information
 Agency: Warren County Children Services
 Provider / ID: Step Higher Inc.-Nella's Place / 13088985

Run Date: 12/05/2022
 Contract Period: 12/01/2022 - 05/31/2023

Service Description	Service ID	Person ID	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation Administration Per Diem	Transportation Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Knott Street Group Home (20960)	7645063			\$313.00	\$18.00						\$45.00	\$376.00	12/01/2022	05/31/2023
Meirose Avenue Group Home 2 (20959)	7645013			\$313.00	\$18.00							\$331.00	12/01/2022	05/31/2023

**ADDENDUM 1 TO AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS
FOR THE PROVISION OF CHILD PLACEMENT**

WHEREAS, the parties to the Agreement seek to amend certain terms and conditions of the Ohio Department of Job and Family Services standard Agreement for Title IV-E Agencies and Providers for the Provision of Child Placement;

NOW THEREFORE, the parties agree that the Agreement shall include the following Amendments, additional terms, and conditions that address Provider and Agency responsibilities.

AMENDMENT #1:

Wherever referenced herein and throughout the Agreement, the terms "Agency" or "Warren County Children Services" shall refer to the Warren County Board of County Commissioners, contracting authority for Warren County Children Services, entering into this Agreement on behalf of Warren County Children Services.

AMENDMENT #2:

Article V, subsection (I) shall be amended to add the following language:

3. When a strip search or cavity search is conducted.

AMENDMENT #3:

The following provisions shall be added to Article V of the Agreement:

AA. Any notification required pursuant to subsections (G), (H), or (I) of Article V shall require verbal contact with an Agency representative. Leaving a voicemail shall not constitute notification under these sections.

BB. Provider shall make available for immediate inspection upon request by the Agency any and all written policies and procedures for operation of the facility, including, but not limited to, policies relating to use of physical restraint; searches, including policies for strip searches, and cavity searches; and policies for medication administration.

AMENDMENT #4:

Article VI, subsection (H) of the Agreement shall be amended as follows:

The language that states "thirty (30) calendar days" shall be replaced with "twenty-four (24) hours, not to exceed thirty (30) calendar days."

ALL TERMS AND CONDITIONS OF THE STANDARD AGREEMENT NOT SPECIFICALLY AMENDED, MODIFIED, ADDED, OR DELETED HEREBY SHALL REMAIN IN FULL FORCE AND EFFECT


IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement by the President of the Warren County Board of Commissioners, pursuant to Resolution Number 23-0035, dated 1-10-23, and by the duly authorized _____ of _____ [Provider].

SIGNATURES OF PARTIES:



President
Warren County Board of Commissioners

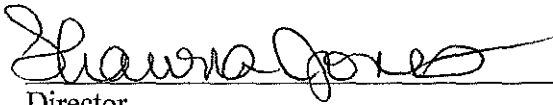
Date 1-10-23



Provider


Date 12/8/2022

Reviewed by:



Director
Warren County Children's Services

Approved as to Form:



~~Kathryn M. Horvath~~ Adam M. Nice
Assistant Prosecuting Attorney

AFFIDAVIT OF NON COLLUSION

STATE OF _____
COUNTY OF _____

I, Janelle S Hocken, holding the title and position of Executive Director at the firm Step Hogen Inc. Dallas Ohio 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.

Janelle S Hocken
AFFIRANT

Subscribed and sworn to before me this 14th day of December 20 22

Pamela Callaway
(Notary Public),

Hamilton County.

My commission expires 10/19 20 25



PAMELA CALLAWAY
Notary Public, State of Ohio
My Commission Expires:
10/19/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Interstate Insurance Services Agency, Inc a Division of Huesman Schmid 1012 Harrison Ave Suite 1 Harrison, OH 45030	CONTACT NAME: Vicki Oehler	
	PHONE (A/C, No, Ext): 513-367-0700	FAX (A/C, No): 513-367-0600
	E-MAIL ADDRESS: voehler@callinterstate.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Arlington Roe	NAIC # A1396
INSURED Step Higher Inc dba Nella's Place 2648 Melrose Ave Cincinnati, OH 45206	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC JECT OTHER:			H22SS20554-01	08/07/2022	08/07/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 2,500
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			H22SS20554-01	08/07/2022	08/07/2023	Claim/Aggregate	2,000,000/4,000,
A	Physical/Sexual Abuse			H22SS20554-01	08/07/2022	08/07/2023	Claim/Aggregate	300

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Warren County Children Services Board
416 S. East Street
Lebanon, OH 45036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Vicki Oehler

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**State of Ohio
Department of Job and Family Services**

**Mike DeWine
Governor**

This is to Certify that

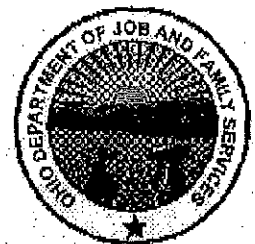
**Step Higher Inc.-Nella's Place
3439 Knott St
Cincinnati, Ohio 45229-3109
Recertification - S-0000000673**

Has been inspected pursuant to Chapter 5103, of the Ohio Revised Code and applicable Ohio Administrative Code rules.
The specific functions which the agency is certified to perform are listed below and explained in detail in the accompanying letter.

Functions:

To operate or provide Independent Living arrangements.
To operate a Group Home(s) (GH).

This certificate is effective from April 28, 2021 to April 27, 2023



*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0036

Adopted Date January 10, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY REGIONAL PLANNING COMMISSION RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

WHEREAS, Warren County desires assistance with the development of the Assessment of Fair Housing as outlined by the U.S. Department of Housing & Urban Development as a requirement of the Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, the Warren County Regional Planning Commission has agreed to undertake the development of the aforementioned document; and

NOW THEREFORE BE IT RESOLVED, to authorize the President of the Board to enter into an Agreement with the Warren County Regional Planning Commission for consideration set forth for services of the development of the Affirmatively Furthering Fair Housing Assessment relative to Warren County's CDBG Entitlement Program, as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Warren County Regional Planning Commission
OGA (file)
RPC (file)

**AGREEMENT
BETWEEN WARREN COUNTY COMMISSIONERS
AND
WARREN COUNTY REGIONAL PLANNING COMMISSION**

This Agreement executed this 10 day of 1, 2023, by and between the Warren County Board of Commissioners (hereinafter referred to as "County"), and the Warren County Regional Planning Commission (hereinafter referred to as "RPC"), shall serve to set forth the general terms and conditions for the County and RPC in the undertaking of creating a five year Assessment of Fair Housing (AFH) for the Community Development Block Grant Program (CDBG) funded by the U.S. Department of Housing and Urban Development (HUD).

The following elements and itemized responsibilities for the County and the RPC set forth the basic guidelines and requirements for the respective parties to undertake the aforementioned project:

I. SERVICES

The RPC agrees to perform professional services as outlined in the Scope of Services; and the Client agrees to compensate the RPC for such services as outlined in Method of Payment for the AFH that ultimately, is to be approved by HUD.

II. COMPENSATION

RPC will be compensated by the County for the services listed in the "Scope of Services" for the creation of the Assessment of Fair Housing for the FY 2023 CDBG Program. The billable budget for the services listed in the "Scope of Services" includes the average of the salaries of the Executive Director, Senior Planner and Staff, and any other direct expenses at actual cost. The compensation will be for a "not to exceed" amount of Twelve Thousand Dollars (\$12,000). Invoicing will be no more often than 30 day intervals and will be detailed in compliance with the rate of \$70.00 per hour.

III. METHOD OF PAYMENT

The RPC shall submit written invoices to the Office of Grants Administration for the professional services performed in carrying out this Agreement. All costs eligible for reimbursement must be incurred pursuant to actual work performed on this Agreement. Such invoices shall be detailed, giving an hourly accounting of all charges for all services rendered, and recorded in a manner consistent with general accepted accounting principles. Invoices are due and payable by the County within thirty (30) days after receipt, provided the professional services have demonstrated sufficient progress and are accepted by the County.

IV. SCOPE OF SERVICES

The Warren County Regional Planning Commission (RPC) shall perform the following professional services for the Board of Warren County Commissioners (County):

Description: Completion of a five-year Assessment of Fair Housing (including an Action Plan) to be approved by HUD, which basically includes the analysis, goals, actions to be taken for implementation and a form of maintaining records. Said assessment would be utilized under the implementation of applicable HUD programs, including the CDBG Program. The AFH will be developed as per the AFFH Rule guidebook Version 1, as published by the U.S. Department of Housing and Urban Development.

Cost: The cost of this AFH preparation is not to exceed \$12,000.00. This cost may be renegotiated upon mutual agreement by both parties.

Time: Completion time is May 1, 2023.

RPC Project Manager: Stanley Williams, Executive Director, shall serve as the primary point of daily contact for the County. In Mr. Williams' absence, it is warranted that the remaining RPC staff shall be available to perform this function.

V. RESPONSIBILITIES OF THE COUNTY

The Grants Coordinators shall serve as the main point of contact between the County and the RPC on a daily basis, or in their absence, the County Administrator. If the services performed by the RPC are dependent upon the County furnishing data or other information to the RPC, all such data, information, reports, maps and other graphic material as are existing, available and necessary for the carrying out of the work shall be furnished to the RPC without charge by the County, and the County shall cooperate with the RPC in every way possible in carrying out the professional services program.

VI. PERSONNEL

The RPC represents that it currently employs all personnel required in performing the services under this agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with the County, but shall be subject to necessary supervision as defined in the Scope of Services.

VII. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the RPC arising out of or relating to this Agreement or the breach thereof will be decided by non-binding mediation, and if mediation is unsuccessful, in the Warren County Court of Common Pleas.

VIII. EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

During the performance of this Agreement, the RPC agrees as follows:

1. The RPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The RPC will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The RPC will, in all solicitations or advertisements for employees placed by or on behalf of the RPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The RPC will send to each Labor Union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County contracting officer, advising the Labor Union or Worker's representative of the Corporation's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The RPC will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor.
5. The RPC will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the RPC's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the RPC may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
7. The RPC will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the RPC becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the RPC may request the United States to enter into such litigation to protect the interest of the United States.

IX. SEGREGATED FACILITIES

RPC will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

X. CONFLICT OF INTEREST

RPC will abide by the provision that non-member, officer or employee of the County, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

XI. COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

RPC agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The RPC shall not induce, by any means; any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XII. INTEREST OF CERTAIN FEDERAL OFFICIALS

RPC agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XIII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

RPC certifies that remuneration under this Agreement shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act

of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

XIV. CIVIL RIGHTS ACT OF 1964, AS AMENDED

Under the Title I of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

XVI. "SECTION 504" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

1. RPC will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The RPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. RPC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the RPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of labor issued pursuant to the Act.

4. RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the RPC's obligation under the law to take

affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. RPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the RPC is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. RPC will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the Corporation which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

XVIII TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, RPC shall fail to fulfill in a timely and proper manner its obligations under this contract, or it RPC shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the RPC of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the RPC under this contract shall, at the option of the County, become its property and the RPC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the RPC shall not be relieved of liability to the County for damages sustained by the County, by virtue of any breach of the contract by the RPC, and the County may withhold any payments to the RPC for the purpose of set-off until such time as the exact amount of damages due the County from the RPC is determined.

XIX. SECTION 402 VETERANS OF THE VIETNAM ERA (CONTRACTS OVER \$10,000)

Affirmative Action for Disable Veterans and Veterans of the Vietnam Era

1. The RPC will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant or employment is qualified. The RPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The RPC agrees that all suitable employment openings of the RPC which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the RPC other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The RPC further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants and nothing herein is intended to relieve the RPC from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
4. The reports required by paragraph (b) of this clause will include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the RPC has more than one hiring location in a State, with the central office of the state employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of non-disabled Veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hire, and (4) the total number of disabled veterans of the Vietnam era hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The RPC shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The RPC shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the RPC becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the RPC is contractually bound to these provisions and has so advised the State system, there is need to advise the State system where it is no longer bound by this contract clause.
6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
7. The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the RPC proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
8. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full time employment, temporary employment of more than 3 days duration and part time employment. It does not include openings which the RPC proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for the listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of the listing would otherwise not be for the best interest of the Government.
 - a. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.
 - b. "Openings which the RPC proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the RPC's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the RPC proposes to fill from regularly established "recall" lists.
 - c. "Openings which the RPC proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the RPC proposes to fill from union halls, which is part of the customary and traditional

hiring relationship which exists between the RPC and representatives of his employees.

9. The RPC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.
10. In the event of the RPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the act.
11. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the RPC's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.
12. The RPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the RPC is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
13. The RPC will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulation, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

XX. DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension". This list contains the names of parties debarred, suspended or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

XXI WAIVERS OR REVISIONS

To be valid, any waiver or revision of any portion of this agreement shall be in writing and shall not take effect until signed by the below duly authorized representatives of the County and the RPC.

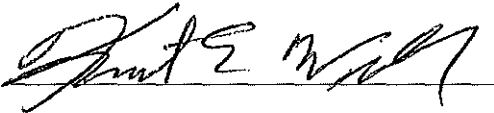
XXII AUTHORITY

The County and the RPC warrant that they have taken all necessary steps, in accordance with the Ohio Revised Code, to lawfully empower their representatives signed below, to execute this agreement and any revisions thereto.

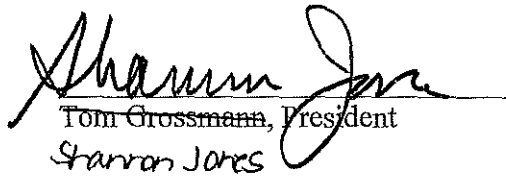
XXIII EXECUTION

IN WITNESS WHEREOF, the Warren County Board of Commissioners and the Warren County Regional Planning Commission have executed this Agreement as of the date included herein.

**WARREN COUNTY
REGIONAL PLANNING COMMISSION**




**WARREN COUNTY
BOARD OF COMMISSIONERS**



Tom Grossmann, President
Starron Jones

APPROVED AS TO FORM:



~~Kathryn Horvath~~, First Assistant Prosecutor
Adam M. Nice

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

Resolution

Number 23-0037

Adopted Date January 10, 2023

AUTHORIZE THE PRESIDENT OF THE BOARD TO ENTER INTO AN AGREEMENT WITH THE WARREN COUNTY REGIONAL PLANNING COMMISSION RELATIVE TO THE WARREN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT PROGRAM

WHEREAS, Warren County desires assistance with the development of a Consolidated Plan as outlined by the U.S. Department of Housing & Urban Development as a requirement of the Community Development Block Grant (CDBG) Entitlement Program; and

WHEREAS, the Warren County Regional Planning Commission has agreed to undertake the development of the aforementioned plan; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize the President of the Board to enter into an Agreement with the Warren County Regional Planning Commission for an amount not to exceed \$20,000, as set forth for services of the development of a Consolidated Plan relative to Warren County's CDBG Entitlement Program, as attached hereto and made a part hereof.

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

Mrs. Jones – yea

Mr. Young – yea

Mr. Grossmann – yea

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Warren County Regional Planning Commission
OGA (file)
RPC (file)

**AGREEMENT
BETWEEN WARREN COUNTY COMMISSIONERS
AND
WARREN COUNTY REGIONAL PLANNING COMMISSION**

This Agreement executed this 10 day of January, 2023, by and between the Warren County Board of Commissioners (hereinafter referred to as "County"), and the Warren County Regional Planning Commission (hereinafter referred to as "RPC"), shall serve to set forth the general terms and conditions for the County and RPC in the undertaking of creating a five year Consolidated Plan beginning with the FY2024 Community Development Block Grant Program funded by the U.S. Department of Housing and Urban Development.

The following elements and itemized responsibilities for the County and RPC, set forth the basic guidelines and requirements for the respective parties to undertake the aforementioned project:

I. SERVICES

The RPC agrees to perform professional services as outlined in the Scope of Services; and the Client agrees to compensate the RPC for such services as outlined in Method of Payment for a Consolidated Plan to be completed in accordance with the U.S. Department of Housing and Urban Development regulations 24 CFR Part 91.

II. COMPENSATION

RPC will be compensated by the County for the services listed in the "Scope of Services" for the creation of the Consolidated Plan for the FY2024 CDBG Program. The billable budget for the services listed in the "Scope of Services" include salaries of the Executive Director, Deputy Director and Staff, mileage and any other direct expenses at actual cost.. The compensation will be for a "not to exceed" amount of Twenty Thousand Dollars (\$20,000). Invoicing will be no more often than 30 day intervals and will be detailed in compliance with the following division and rates:

Executive Director	\$72 per hour
Senior Planner	\$50 per hour
Staff	\$25 per hour
Mileage	\$0.45 per mile

III. METHOD OF PAYMENT

The WCRPC shall submit written invoices to the Office of Grants Administration for the professional services performed in carrying out this Agreement. All costs eligible for reimbursement must be incurred pursuant to actual work performed on this Agreement. Such invoices shall be detailed, giving an hourly accounting of all charges for all services rendered, and recorded in a manner consistent with general accepted accounting principles. Invoices are due and payable by the County within thirty (30) days after receipt, provided the professional services have demonstrated sufficient progress and are accepted by the County.

IV SCOPE OF SERVICES

The Warren County Regional Planning Commission (RPC) shall perform the following professional services for the Board of Warren County Commissioners (County):

Description: Completion of a five-year Consolidated Plan (including a one year Action Plan) in accordance with 24 CFR Part 91, which describes community needs, resources, priorities and proposed activities to be undertaken under certain U.S. Department of Housing and Urban Development (HUD) programs, including the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), Emergency Shelter Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA). The Consolidated Plan will contain the following elements:

1. A housing and homeless needs assessment;
2. A housing market analysis;
3. A strategic plan (5 years in length); and
4. A one-year Action Plan

Cost: The cost of this Consolidated Plan preparation is estimated at \$20,000.00 This cost is a maximum/not to exceed amount and will be renegotiated if both parties voluntarily modify the Scope of Services after execution of the agreement.

Time: Estimated completion time is five (5) months, per a planning meeting with the Office of Grants Administration (OGA).

RPC Project Manager: Stan Williams, Director, shall serve as the primary point of daily contact for the County. In Mr. William's absence, it is warranted that the remaining RPC staff shall be available to perform this function.

V. RESPONSIBILITIES OF THE COUNTY

The Grants Coordinators shall serve as the main point of contact between the County and the RPC on a daily basis, or in their absence, the County Administrator. If the services performed by the RPC are dependent upon the County furnishing data or other information to the RPC, all such data, information, reports, maps and other graphic material as are existing, available and necessary for the carrying out of the work shall be furnished to the RPC without charge by the County, and the County shall cooperate with the RPC in every way possible in carrying out the professional services program.

VI. PERSONNEL

The RPC represents that it currently employs all personnel required in performing the services under this agreement. Such personnel shall not be deemed employees of, or have any personal contractual or agency relationship with the County, but shall be subject to necessary supervision as defined in the Scope of Services.

VII. REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the County and the RPC arising out of or relating to this Agreement or the breach thereof will be decided by non-binding mediation, and if mediation is unsuccessful, in the Warren County Court of Common Pleas.

VIII. EQUAL EMPLOYMENT OPPORTUNITY, E.O. 11246

During the performance of this Agreement, the RPC agrees as follows:

1. The RPC will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The RPC will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The RPC will, in all solicitations or advertisements for employees placed by or on behalf of the RPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The RPC will send to each Labor Union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County contracting officer, advising the Labor Union or Worker's representative of the Corporation's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The RPC will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor.

5. The RPC will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the RPC's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the RPC may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and

remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

7. The RPC will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The RPC will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the RPC becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the RPC may request the United States to enter into such litigation to protect the interest of the United States.

IX. SEGREGATED FACILITIES

RPC will not maintain any facility which is provided for their employees in a segregated manner or permit their employees to perform their services at any location under their control where segregated facilities are maintained except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

X. CONFLICT OF INTEREST

RPC will abide by the provision that non-member, officer or employee of the County, or its designees or agents, no member of the governing body of the locality or localities, who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any direct or indirect interest in any contractor, subcontractor or the proceeds thereof, financed in whole or in part with Title I grants.

XI. COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 874)

RPC agrees to comply with the Copeland "Anti-Kick Back Act" (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). The RPC shall not induce, by any means, any person employed in the construction, completion or in repair of public work, to give up any part of the compensation to which he is otherwise entitled.

XII. INTEREST OF CERTAIN FEDERAL OFFICIALS

RPC agrees that no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of Title I assistance provided under the Grant Agreement or to any benefit to arise from the same.

XIII. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

RPC certifies that remuneration under this Agreement shall not be requested for the payment of any bonus or commission for the purpose of obtaining HUD approval of

applications for additional assistance or any other approval or concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulation with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation are now hereby prohibited as remuneration for the professional and technical services described in this Contract are eligible as program costs.

XIV. CIVIL RIGHTS ACT OF 1964, AS AMENDED

Under the Title I of the Civil Rights Act of 1964, as amended, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

XV. "SECTION 109" OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

XVI. "SECTION 504" HANDICAPPED AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

1. RPC will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The RPC agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. RPC agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the RPC's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of labor issued pursuant to the Act.
4. RPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the RPC's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5. RPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the RPC is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. RPC will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

XVII. ACCESS TO BOOKS

All negotiated contracts awarded by grantees shall include a provision to the effect that the County, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper, and records of the Corporation which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions.

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2. The RPC agrees that all suitable employment openings of the RPC which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the RPC other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The RPC further agrees to provide such reports to such local office regarding employment openings and hires as may be required.
3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants and nothing herein is intended to relieve the RPC from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
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XXII AUTHORITY

The County and the RPC warrant that they have taken all necessary steps, in accordance with the Ohio Revised Code, to lawfully empower their representatives signed below, to execute this agreement and any revisions thereto.

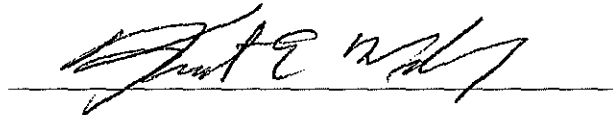
XXIII EXECUTION

IN WITNESS WHEREOF, the Warren County Board of Commissioners and the Warren County Regional Planning Commission have executed this Agreement as of the date included herein.

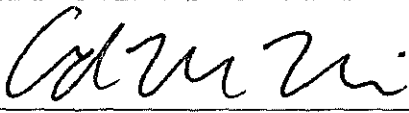
WARREN COUNTY BOARD OF COMMISSIONERS


~~Tom Grossmann, President~~
Shannon Jones

WARREN COUNTY REGIONAL PLANNING COMMISSION



APPROVED AS TO FORM:


~~Kathryn Horvath, Assistant Prosecutor~~
Adam M. Nice

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

Resolution

Number 23-0038

Adopted Date January 10, 2023

AUTHORIZE THE WARREN COUNTY ADMINISTRATOR TO SIGN THE IDIS ONLINE ACCESS REQUEST FORM RELATIVE TO THE CONSOLIDATED PLAN AND ASSESSMENT OF FAIR HOUSING

WHEREAS, the US Department of Housing and Urban Development requires communities participating in the Community Development Block Grant program to prepare a Consolidated Plan and an Assessment of Fair Housing; and

WHEREAS, Warren County has signed an agreement with the Warren County Regional Planning Commission to write and submit said plan and assessment; and

WHEREAS, the IDIS Online Access Request Form must be signed by the County Administrator in order for employees of the Warren County Regional Planning Commission to submit said plan and assessment; and

NOW THEREFORE BE IT RESOLVED, to authorize the County Administrator to sign the IDIS Online Access Request Form.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/sm

cc: C/A—US Dept. of Housing and Urban Development
OGA (file)

Resolution

Number 23-0039

Adopted Date January 10, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TODD B. FAIRCHILD, TRUSTEE FOR THE TODD B. FAIRCHILD FARM TRUST FOR THE BRIDGE REPLACEMENT PROJECT ON HARLAN-CARROLL ROAD

WHEREAS, in order to improve the safety of Harlan- Carroll Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #10-09-300-003 located at 2604 Harlan-Carroll Road, Waynesville, OH 45068 which is owned by Todd B. Fairchild, Trustee of the Todd B. Fairchild Farm Trust, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Todd B. Fairchild, Trustee for the Todd B. Fairchild Farm Trust for the Harlan-Carroll Road bridge replacement project, a copy of which is attached hereto and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Fairchild, Todd B.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

This Temporary Entrance and Word Agreement (the "Agreement") is entered into on the date stated below by i) Todd B. Fairchild, Trustee of the Todd B. Fairchild Farm Trust dated December 15, 2017, ii) TSS 2, LLC, an Ohio limited liability company, and iii) Earl E. Earnhart and Janette A. Earnhart, husband and wife (jointly the "Grantor"), that utilizes for the subject property the *tax mailing* address of 2703 Harlan-Carroll Road, Waynesville, Ohio 45068, and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Harlan-Carroll Road over Harlans Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 2604 Harlan-Carroll Road, Waynesville, Ohio 45068, identified as Parcel #10-09-300-003. Grantee requests permission from Grantor to enter onto the said real estate for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any tree and brush trimming, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents, and employees, to enter onto the aforesaid real estate as illustrated on Exhibit "A" attached hereto to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Harlan Carroll Bridge #221-0.84 Replacement Project or December 31, 2023, whichever comes first.

[continued on next page for signature(s) only]

IN EXECUTION WHEREOF, Todd B. Fairchild, Trustee of The Todd B. Fairchild Trust, UTA dated December 15, 2017, a Grantor herein, has hereunto set his hand on the date stated below.

Grantor:

Signature: Todd B Fairchild

Printed Name: Todd B. Fairchild

Title: Trustee of the Todd B. Fairchild Trust, UTA dated December 15, 2017

Date: 12/30/2022

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 30th day of DECEMBER, 20 22 before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Todd B. Fairchild, Trustee of The Todd B. Fairchild Trust, UTA dated December 15, 2017, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be his voluntary act and deed and as authorized by the said trust. This is not a jurat. This oath is in compliance with R.C. 147.542 (D)(1).

Notary Public: Dominic M. Brigano



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
02/06/2027
Recorded in
Warren County

[continued on next page for signatures]

IN EXECUTION WHEREOF, TSS 2, LLC, an Ohio limited liability company, a Grantor herein, has caused this agreement to be executed by Connie Earnhart authorized member in accordance with its operating agreement.

Signature: Connie Earnhart
Printed Name: CONNIE EARNHART
Title: _____
Date: 01/05/2023

STATE OF OHIO, COUNTY OF Warren, ss.

BE IT REMEMBERED, that on this 5th day of JANUARY, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be CONNIE EARNHART, an authorized member of TSS2, LLC, an Ohio limited liability company, a Grantor in the foregoing Agreement, and acknowledged the signing thereof to be his or her voluntary act and deed, and in accordance with its operating agreement. This is not a jurat. This oath is in compliance with R.C. 147.542 (D)(1).

Notary Public: Dominic M. Brigano



DOMINIC M. BRIGANO
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires 02/06/2023
Recorded in
Warren County

[continued on next page for signatures only]

IN EXECUTION WHEREOF, Earl E. Earnhart and Janette A. Earnhart, husband and wife, have hereunto set their hands on the date stated below.

Grantor:

Signature: N/A DMP
Printed Name: Earl E. Earnhart
Date: _____

Grantor:

Signature: N/A DAB
Printed Name: Janette A. Earnhart
Date: _____

STATE OF _____, COUNTY OF _____, ss.

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the subscriber, a Notary Public in and for said state, personally came individuals known or proven to me to be **Earl E. Earnhart** and **Janette A. Earnhart**, each being a **Grantor** in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. This is not a jurat. This oath is in compliance with R.C. 147.542 (D)(1).

Notary Public: _____

[SEAL]

[continued on the next page for signature only]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, its President on the date stated below, pursuant to Resolution Number 23-0039, dated 1-10-23.

Signature: [Handwritten Signature]
Printed Name: Shannon Jones
Title: President
Date: 1-10-23

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 10 day of January, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and acknowledged the signing thereof to be ___ voluntary act and deed, and pursuant to the Resolution authorization ___ to act. This is not a jurat. This oath is in compliance with R.C. 147.542 (D)(1).

Notary Public: Krystal Lynn Powell



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

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: [Handwritten Signature]

Bruce A. McGary, Assistant Prosecutor
520 Justice Drive, 2nd Floor
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



Warren County Water and Sewer Dept., Warren County GIS, Warren County GIS

Date: 8/31/2020

Corporate Line	County Line	Parcel Line	Hardware
Subdivision Line	Subdivision Lot Line	ROW Unknown Width Line	Subdivision Lot Line
Line Type	Farm Lot Line	Road ROW	Township and Range Line
Audiotracked Line	Crossing Line	School Line	Trail Line
City/Township Line	Subdivision Unit Line	Section Line	VMS Line
			Unlabeled Road Line

NTS

221-0.84

Exhibit A

The provider makes no warranty or representation with respect to this information, its quality or suitability for any purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Resolution

Number 23-0040

Adopted Date January 10, 2023

ENTER INTO A TEMPORARY ENTRANCE AND WORK AGREEMENT WITH TODD B. AND MICHELLE R. FAIRCHILD FOR THE BRIDGE REPLACEMENT PROJECT ON HARLAN-CARROLL ROAD

WHEREAS, in order to improve the safety of Harlan- Carroll Road a bridge replacement project is to be completed and in order to perform the work it is necessary to enter onto the property, parcel #10-08-100-005 located at 2703 Harlan-Carroll Road, Waynesville, OH 45068 which is owned by Todd B. and Michelle R. Fairchild, husband and wife, grantors; and

WHEREAS, in order to complete this work; Grantee requests permission from Grantors to enter onto the said real estate for the purpose of completing the following items of work; and

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

WHEREAS, in order to accomplish the foregoing, it is necessary to enter into a temporary entrance and work agreement with the property owner; and

NOW THEREFORE BE IT RESOLVED, to enter into a Temporary Entrance and Work Agreement with Todd B. and Michelle R. Fairchild, for the Harlan- Carroll Road bridge replacement project, a copy of which is attached hereto, and made a part hereof, for the sum of \$1.00 as consideration thereof.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Fairchild, Todd B. & Michelle R.
Engineer (file)

TEMPORARY ENTRANCE AND WORK AGREEMENT

ARTICLES OF AGREEMENT

This agreement is entered into on the date stated below by Todd B. Fairchild and Michelle R. Fairchild, husband and wife, whose tax mailing address is 2703 Harlan-Carroll Road, Waynesville, Ohio 45068 (hereinafter the "Grantors"), and the Warren County Board of County Commissioners, whose mailing address is 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter the "Grantee").

Witnesseth:

In order to improve the public safety and better serve the needs of the traveling public a bridge replacement project on Harlan-Carroll Road over Harlans Run is to be completed. In order to perform the work it is necessary to enter onto property, which is owned by Grantor. The subject real estate is located at 2703 Harlan-Carroll Road, Waynesville, Ohio 45068, identified as Parcel #10-08-100-005. Grantee requests permission from Grantors to enter onto the part of the said real estate as illustrated on Exhibit "A" for the purpose of completing the following items of work:

1. Remove any tree, and/or brush as necessary for construction of the project.
2. Trim any tree, and/or brush as necessary for construction of the project.
3. Construct new bridge with wingwalls.
4. Place rock channel protection outside the existing right-of-way.
5. Complete final grading of embankment and stream outside of the existing right-of-way.
6. Seed and straw any disturbed area upon completion of the project.

Upon completion of the above mentioned items of work, the Grantee agrees to restore any disturbed property, with the exception of any trees, tree limbs, and brush that are removed, to its original condition, but not better than any pre-existing condition.

Now, therefore, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby stipulated, Grantors do hereby grant a *license* to Grantee, its agents and employees, to enter onto the aforesaid real estate to complete the aforementioned items of work.

This Temporary Entrance and Work Agreement shall bind and inure to the benefit of each party hereto and their respective heirs, successors and assigns and shall terminate upon the completion of the Harlan-Carroll Road Bridge #221-0.84 Replacement Project or until December 31, 2023, whichever comes first.

[the remainder of this page is blank]

IN EXECUTION WHEREOF, Todd B. Fairchild and Michelle R. Fairchild, husband and wife, the Grantors herein, have hereunto set their hands on the date stated below.

Grantors:

Signature: Todd B Fairchild

Printed Name: Todd B. Fairchild

Date: 12/30/2022

Signature: Michelle R Fairchild

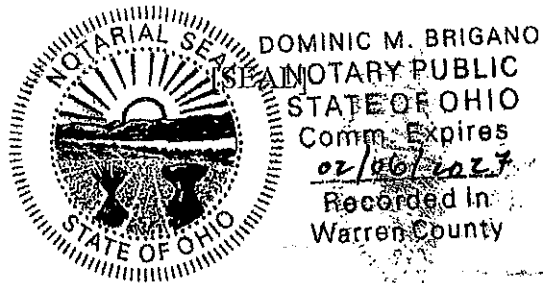
Printed Name: Michelle R. Fairchild

Date: 12/30/2022

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on this 30th day of December, 2022, before me, the subscriber, a Notary Public in and for said state, personally came an individual or individuals known or proven to me to be Todd B. Fairchild and Michelle R. Fairchild, being the Grantors in the foregoing Agreement, and acknowledged the signing thereof to be their voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Dominic M. Brigano
Notary Public



[the remainder of this page is blank]

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners, the Grantee herein, have caused this agreement to be executed by Shannon Jones, whose title is President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0040, dated 1-10-23.

Grantee: _____
Signature: Shannon Jones
Printed Name: Shannon Jones
Title: _____
Date: _____

STATE OF OHIO, WARREN COUNTY, ss.

BE IT REMEMBERED, that on this 10 day of January, 2023 before me, the subscriber, a Notary Public in and for said state, personally came a certain individual known or proven to me to be Shannon Jones, President (or Vice-President) of the Warren County Board of County Commissioners, being the Grantee in the foregoing Agreement, and pursuant to the Resolution authorizing such act, did acknowledge the signing thereof to be his or her voluntary act and deed. In compliance with R.C. 147.542 (D)(1), no oath was administered to the signer by this notary in regard to the notarial act.

Krystal Lynn Powell
Notary Public



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834388
My Commission Expires July 15, 2026

Prepared by:

DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: Bruce A. McGary

Bruce A. McGary, Assistant Prosecutor
520 Justice Drive, 2nd Fl
Lebanon, OH 45036
Ph. (513) 695-1399
Fx. (513) 695-2962
Email: bruce.mcgary@warrencountyprosecutor.com



Warren County Water and Sewer Dept, Warren County GIS, Warren County GIS

Date: 8/31/2020

<p>Cadastral Lines</p> <ul style="list-style-type: none"> --- all other water --- Audubon Trail Line --- City/Township Line --- Corridor Line --- County Line --- Farm Lot Line --- Crevice Line --- Subdivision Link Line --- Parcel Line --- ROW Unknown Width Line --- Road ROW --- School Line --- Section Line --- Hardware --- Subdivision Lot Line --- Township and Range Line --- Tax Line --- VMS Line --- Weeded Road Line 	<p>NTS</p>	<p>221-0.84</p>	<p>Exhibit A</p>
<p>The provider makes no warranty or representation with respect to this information, its quality or suitability for any purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, Programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.</p>			

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0041

Adopted Date January 10, 2023

AUTHORIZE THE WARREN COUNTY SHERIFF TO APPROVE ADDENDUM FOR POLICE PROTECTION WITH THE BOARD OF TOWNSHIP TRUSTEES OF DEERFIELD TOWNSHIP, ON BEHALF OF THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to authorize the Warren County Sheriff to approve the 2023 Addendum for Police Protection with the Board of Township Trustees of Deerfield Township, on behalf of the Warren County Sheriff's Office as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a—Deerfield Township
Sheriff (file)

ATTACHMENT A
2023 PAYROLL ADDENDUM

Police protection contract between the Sheriff of Warren County, Ohio and the Deerfield Township, Warren County, Ohio.

In conjunction with the terms and conditions of the above referenced contract relative to the number of and the compensation for the services of Deputy Sheriff, and the following schedule of payments, shall be implemented commencing as of January 1, 2023 and continuing through midnight on December 31, 2023.

2023 Deerfield Contract Enforcement

Updated: 11/9/2022


Salaries				\$2,725,963.00
Overtime				\$312,000.00
PERS	18.10%	\$3,037,962.68		\$549,871.00
Benefits				\$388,178.00
Single / Base	8	\$547.49	\$52,559.04	
Family / Base	19	\$1,429.32	\$325,884.96	
Couple / Base	1	\$719.91	\$8,638.92	
Kings Single	1	\$547.49	\$1,094.98	
Kings Family	0	\$1,429.32	\$0.00	
Waive	5	\$0.00	\$0.00	
Worker's Comp	2%	\$3,037,962.68		\$60,759.00
Medicare	1.45%	\$3,037,962.68		\$44,050.00
Total				\$4,080,821.00

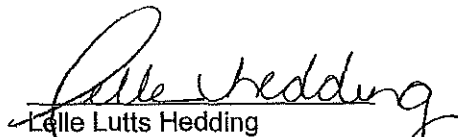
These totals may fluctuate with changes of personnel and be documented in the biweekly payroll record.

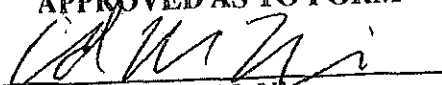
FIRST QUARTER INVOICE: \$1,020,205.25
 FIRST QUARTER INVOICE: \$1,020,205.25
 FIRST QUARTER INVOICE: \$1,020,205.25
 FIRST QUARTER INVOICE: \$1,020,205.25

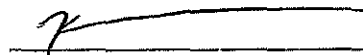
All other conditions and terms shall remain in effect.

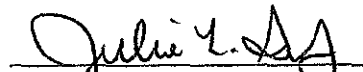
In witness where of, the parties have hereunto set their hands on this 6TH day of DECEMBER, 2022, at DEERFIELD TOWNSHIP, Ohio


 Larry L. Sims, Acting Sheriff


 Lelle Lutts Hedding

APPROVED AS TO FORM

 Adam M. Nice
 Asst. Prosecuting Attorney


 Kristin Malhotra


 Julie Seitz

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0042

Adopted Date January 10, 2023

APPROVE ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION REPORT WITH THE US DEPARTMENT OF JUSTICE FOR THE WARREN COUNTY SHERIFF'S OFFICE

BE IT RESOLVED, to approve and authorize the President of the Board to execute the Equitable Sharing Agreement and Certification Report with the US Department of Justice for participation in the Federal Equitable Sharing Program for the Warren County Sheriff's Office; said Equitable Sharing Agreement and Certification Report attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: c/a – US Department of Justice
Auditor
Sheriff (file)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: OH0830000
Agency Name: Warren County Sheriff's Office
Mailing Address: 822 Memorial Drive
Lebanon, OH 45036

Type: Sheriff's Office

Agency Finance Contact

Name: Dickerson, Lisa
Phone: 5136952327 **Email:** lisa.dickerson@wcsooh.org

Jurisdiction Finance Contact

Name: Nolan, Matt
Phone: 5136951101 **Email:** Matthew.Nolan@co.warren.oh.us

ESAC Preparer

Name: Dickerson, Lisa
Phone: 5136952327 **Email:** lisa.dickerson@wcsooh.org

FY End Date: 12/31/2022

Agency FY 2023 Budget: \$23,635,842.00

Annual Certification Report

	Justice Funds ¹	Treasury Funds ²
1 Beginning Equitable Sharing Fund Balance	\$56,986.36	\$0.00
2 Equitable Sharing Funds Received	\$234,270.39	\$2,882.11
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$0.00	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 2-5)	\$234,270.39	\$2,882.11
7 Equitable Sharing Funds Spent (total of lines a - n)	\$25,656.65	\$2,882.11
8 Ending Equitable Sharing Funds Balance <small>(difference between line 7 and the sum of lines 1 and 6)</small>	\$265,600.10	\$0.00

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$2,825.00	\$0.00
b Training and Education	\$0.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$22,831.65	\$2,882.11
d Law Enforcement Equipment	\$0.00	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
Total	\$25,656.65	\$2,882.11

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Jones, Cristal**Company:** Auditor of State of Ohio**Phone:** 1-800-368-7419**Email:** CRJones@ohioauditor.gov

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES NO THRESHOLD NOT MET

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 941268

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

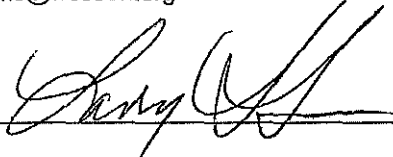
During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Sims, Larry L.
Title: Sheriff
Email: larry.sims@wcsooh.org

Signature: _____



Date: _____

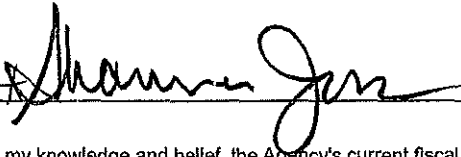
1-6-2023

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Jones, Shannon
Title: President, Warren County Commissioners
Email: shannon.jones@co.warren.oh.us

Signature: _____



Date: _____

1-10-23

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Resolution

Number 23-0043

Adopted Date January 10, 2023

APPROVE AND ENTER INTO AN EASEMENT AGREEMENT WITH DA HOP, LLC FOR WATERLINE AND APPURTENANCES FOR THE STATE ROUTE 48 AND US 22 WATER IMPROVEMENT PROJECT; WAIVE SUBORDINATION OF LIENS, AND APPROVE AND AUTHORIZE PAYMENT OF JUST COMPENSATION

WHEREAS, on June 7, 2022 the Board of County Commissioners of Warren County, Ohio adopted Resolution 22-0817 determining the necessity for the appropriation of property for the construction, operation, and maintenance of approximately 6,940 feet of water line extending northward along State Route 48 from Willow Pond Boulevard to a location 440 feet north of Ridgeview Lane and for the construction, operation, and maintenance of approximately 1,600 feet of water line extending eastward along US 22 from Start Route 48 to the west property line of the 5.2 acre Parcel No. 17-35-101-004.; and

WHEREAS, this Board has deemed it necessary to obtain permanent easements and temporary work agreements for the construction, operation and maintenance of water line improvements along said route, and authorize compensation specifically for the following properties which have been appraised for easement acquisition and negotiations conducted with the following results:

Parcel #	Owner	Type	Compensation
17-35-101-001	DA HOP, LLC	Easement	\$4,865.00

WHEREAS, the easement area is part of a parcel or property encumbered with substantial liens and the amount of just compensation being less than \$5,000, the Board waives the requirement of obtaining a subordination of liens in accordance with Board Resolution No. 10-1190; and

NOW THEREFORE BE IT RESOLVED, that the Board does hereby:

- i) Approve and authorize the President or Vice-President of the Board to enter into the Easement Agreement, a copy of which is attached hereto and made a part hereof.
- ii) Waive the requirement of a Subordination of Liens.
- iii) Approve and authorize the payment of the aforementioned monetary consideration and providing in-kind consideration as just compensation for the Easement.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS


Krystal Powell, Deputy Clerk

cc: c/a – DA HOP, LLC
Water/Sewer (file)

Easement file
Recorder (certified)

Grantor: DA HOP, LLC, an Ohio limited liability company
Property Address: 172 Route 22 & 3
Parcel Number: 71-U
Auditor's Account Number: _____

**EASEMENT & AGREEMENT FOR
WATERLINE & APPURTENANCES**

THIS EASEMENT & AGREEMENT is entered into on the dates stated below by DA HOP, LLC, an Ohio limited liability company, whose tax mailing address is 3945 Timberwoods, Loveland, OH 45140 (hereinafter "Grantor"), and the **Warren County Board of County Commissioners**, whose address is 406 Justice Drive, Lebanon, OH 45036 (hereinafter "Grantee").

The Purpose of this Easement & Agreement is Installation of a
waterline, or other public utility purposes as may be deemed necessary hereafter by future resolution of Grantee.

WITNESSETH, that Grantor for and in consideration of **Four Thousand Eight Hundred Sixty Five (\$4,865.00)** and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby stipulated, does hereby grant, bargain, sell and convey to the said Grantee, its successors and assigns forever, certain rights, privileges and easements in, on, over, under, through, across and above certain real estate owned by Grantor as described in Exhibit "A" and as illustrated in Exhibit "B" attached hereto and made a part hereof.

The following additional in-kind consideration shall be provided by Grantee to or for the benefit of Grantor:

- 1) Restoration upon completion of construction, to a condition as good as reasonably possible but not better than existed prior to Grantee entering onto the property;
and,
- 2) none.

The permanent easement being granted herein is part of a parcel located in the Hamilton Township, Warren County, Ohio, consisting of 0.037 acres, and being the same premises described in a deed recorded in D.N. 201-018750 of the Official Records of the Warren County, Ohio Recorder's Office, but the permanent easement is located on and effects only that part of the above referenced real estate as particularly described in Exhibit "A" and illustrated in Exhibit "B".

The said permanent easement shall be subject to the following rights, restrictions, covenants, and conditions:

1. The right of the Grantee, its employees or agents, to survey, construct, use, operate, inspect, maintain, keep in repair thereon, replace and remove, a waterline and all necessary related above and below ground appurtenances thereto necessary to the operation thereof, together with the right to cut, trim and remove any trees, including but not limited to overhanging branches, or other obstructions within the limits of the above described permanent easement which, in the sole opinion of the Grantee may endanger the safety of, or interfere with the construction, use, operation, inspection, maintenance or repairs of said waterline and all necessary related above and below ground appurtenances for the purpose of exercising the rights herein.

2. The right of the Grantee, its employees or agents, to store earth and materials, and to move and operate construction equipment in, on, over, under, through, across and above the said permanent easement as may be necessary for such construction and during any periods of use, operation, inspection, necessary maintenance and repairs, replacement and removal thereafter. In event it is necessary for the Grantee to re-enter upon the permanent easement area for inspection and to make necessary maintenance and repairs, replacement or removal, Grantee agrees to restore the property and improvements thereon not otherwise prohibited herein, to the condition as good as reasonably possible but not better than existed prior to Grantee re-entering onto the property, that may be damaged by Grantee and its employees or agents, or their equipment in exercising the rights herein granted.

3. The Grantee shall have a permanent right of entry in, on, over, under, through, across and above the permanent easement area by its employees or agents, and equipment necessary for the use, maintenance, repair, replacement or restoration of said waterline and all necessary related above and below ground appurtenances, and such route of access shall be

the minimum width necessary and to be located so as to cause minimum inconvenience or damage to Grantors.

4. Grantor shall not erect or cause to be erected any building or other structures (including but not limited to retaining walls), or impound any water, or plant any trees or shrubs within the limits of the above described permanent easement. However, Grantor shall have the right to use the land within the limits of said permanent easement in a manner not inconsistent with the rights conveyed to the Grantee.

The permanent easement granted herein shall bind and inure to the benefit of each party hereto and their respective successors and assigns, and shall run with the land in perpetuity, unless otherwise provided herein.

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

Grantor acknowledges its right to an appraisal of the real estate in compliance with Ohio Rev. Code § 163.04, but waives its right to said appraisal.

Grantor covenants with Grantee, its successors and assigns, that it is the lawful owner of said premises, and lawfully seized of the same in fee simple, and it has good right and full power to grant the easements rights provided for herein, and will defend the same against all others in favor of Grantee.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, agreements, written or otherwise, not herein contained shall be of any force or effect. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument executed by all parties. 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. The Parties further stipulate that the venue for any disputes hereunder shall exclusively be the Warren County Court of Common Pleas, and the parties waive the right to initiate or remove any litigation arising out of this Agreement in any other state or federal court.

GRANTOR:

IN EXECUTION WHEREOF, Diane Albrecht, member the duly authorized representative of DA HOP, LLC, an Ohio limited liability company, have set their hands to this instrument on the date stated below, in accordance with a corporate resolution, consent action, vote of its directors or officers, or as otherwise authorized by Grantor's articles of incorporation, constitution or by-laws.

GRANTOR:

SIGNATURE: Diane Albrecht, member
PRINTED NAME: Diane Albrecht
TITLE: Sole member
DATE: 11/7/2022

GRANTOR:

SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

STATE OF Ohio, COUNTY OF Warren, ss:

BE IT REMEMBERED, that on the 7th day of November, 2022, 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 Diane M Albrecht, whose title is GRANTOR Sole member of DA HOP LLC, whose name is subscribed hereto and he (she) executed the forgoing instrument, and acknowledged the signing and execution of said instrument is his (her) free and voluntary act and deed as its authorized representative for the uses and purposes stated in this instrument.

Notary Public: Leslie A Chambers
My Commission Expires: 7-5-2027



LESLIE CHAMBERS
Notary Public, State of Ohio
My Comm. Expires 07-05-2027

GRANTEE:

IN EXECUTION WHEREOF, the Warren County Board of County Commissioners has caused this instrument to be executed by Sharon Jones, its President or Vice-President, on the date stated below, pursuant to Resolution Number 23-0043, dated 1-10-23.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Signature: Sharon Jones

Printed Name: Sharon Jones

Title: President

Date: 1-10-23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, on this 10 day of January, 2023, before me, the subscriber, a Notary Public in and for said state, personally came an individual known or proven to be _____, whose title is **President or Vice-President of the Warren County Board of County Commissioners**, and pursuant to the authority granted to him or her to act on its behalf, and while acting in such official capacity, did acknowledge the signing thereof to be his or her voluntary act and deed.



KRYSTAL LYNN POWELL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-834386
My Commission Expires July 15, 2028

Approved to form by:

Notary Public: Krystal Lynn Powell
My Commission Expires: July 15, 2028

DAVID FORNSHELL
PROSECUTING ATTORNEY,
WARREN COUNTY, OHIO

David A. Fornshell
By: Assistant Prosecutor

Date: 1/3/2023

EXHIBIT A

Page 1 of 3

Ver. Date 05/31/2022

PID 112909

**PARCEL 71-U
WAR-48-7.01
PERPETUAL EASEMENT FOR UTILITY PURPOSES
IN THE NAME OF
THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS
FOR THE USE OF THE WARREN COUNTY WATER & SEWER DEPARTMENT**

A perpetual easement for the construction and maintenance of a water line. Grantor/Owner herein retains the right to use said real estate for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter.)

[Surveyor's description of the premises follows]

Situate in Virginia Military Survey No. 2956, in the Township of Hamilton, County of Warren, State of Ohio, and being part of a 3.922 acre tract of land as conveyed to Da Hop, LLC by deed recorded in Document Number 2021-018750 (all references to deeds, microfiche, plats, surveys, etc. refer to the records of the Warren County Recorder's Office, unless noted otherwise) and being more particularly bounded and described as follows:

Being a parcel of land lying on the left side of the centerline of right of way of US Route 22 as determined for the WAR-48-7.01 project made by Warren County and recorded in Plat Book 105, page 62, of the Warren County, Ohio Recorder's Office and being located in the following described boundary being more particularly described as follows:

Commencing for reference at the southeast corner of said 3.922 acre tract and the southwest corner of a 3.626 acre tract of land as conveyed to Kristin K. Hofmann by deed recorded in Official Record Volume 2348, page 800 and on the existing centerline of right of way of US Route 22, 0.00 feet right of centerline Station 299+20.79;

thence along the east line of said 3.922 acre tract and the west line of said 3.626 acre tract, North three degrees nine minutes twelve seconds West (N03°09'12"W), for thirty-eight and 59/100 feet (38.59') to a point on the existing north right of way line of said US Route 22 and the TRUE POINT OF BEGINNING, 33.00 feet left of centerline Station 299+40.82;

EXHIBIT A

Page 2 of 3

thence along the existing north right of way line of said US Route 22 on a curve to the right with a radius of eleven thousand four hundred twenty-six and 19/100 feet (11,426.19') for an arc distance of one hundred forty-six and 52/100 feet (146.52') {chord bearing South fifty-five degrees fifty-six minutes forty-one seconds West (S55°56'41"W) for one hundred forty-six and 52/100 feet (146.52'), delta angle of said curve being zero degrees forty-four minutes five seconds (00°44'05")} to a point 33.00 feet left of centerline Station 297+93.87;

thence continuing along said line, South-fifty six degrees eighteen minutes forty-four seconds West (S56°18'44"W), for eight and 45/100 feet (8.45') to a point on the west line of said 3.922 acre tract and the east line of a 7.8935 acre tract of land as conveyed to Crossroads Christian Church by deed recorded in Document Number 2016-009809, 33.00 feet left of centerline Station 297+85.42;

thence along said lines, North thirty-four degrees sixteen minutes three seconds West (N34°16'03"W), for ten and 00/100 feet (10.00') to a point 43.00 feet left of centerline Station 297+85.32;

thence leaving said lines and across said 3.922 acre tract, North fifty-six degrees eighteen minutes forty-four seconds East (N56°18'44"E), for eight and 55/100 feet (8.55') to a point 43.00 feet left of centerline Station 297+93.87;

thence continuing across said 3.922 acre tract, North fifty-five degrees fifty-five minutes forty-six seconds East (N55°55'46"E), for one hundred fifty-two and 47/100 feet (152.47') to a point on the east line of said 3.922 acre tract and the west line of said 3.626 acre tract, 43.00 feet left of centerline Station 299+46.91;

thence along said lines, South three degrees nine minutes twelve seconds East (S03°09'12"E), for eleven and 70/100 feet (11.70') to the TRUE POINT OF BEGINNING.

The above described area contains 0.037 acres, more or less, of which the present road occupies 0.000 acres, more or less and which is part of Warren County Auditor's Parcel Number currently identified as 17-35-101-001. The stations and offsets of the above description are measured from the existing centerline of right of way for US Route 22. The survey plat of which is filed in Vol. ___ Plat ___ in the Warren County Engineer's record of land surveys.

The bearings shown hereon are based on the centerline of State Route 48 from Station 150+06.40 to Station 160+27.40 as being North 03° 55' 09" East, from an adjusted field survey using multiple

EXHIBIT A

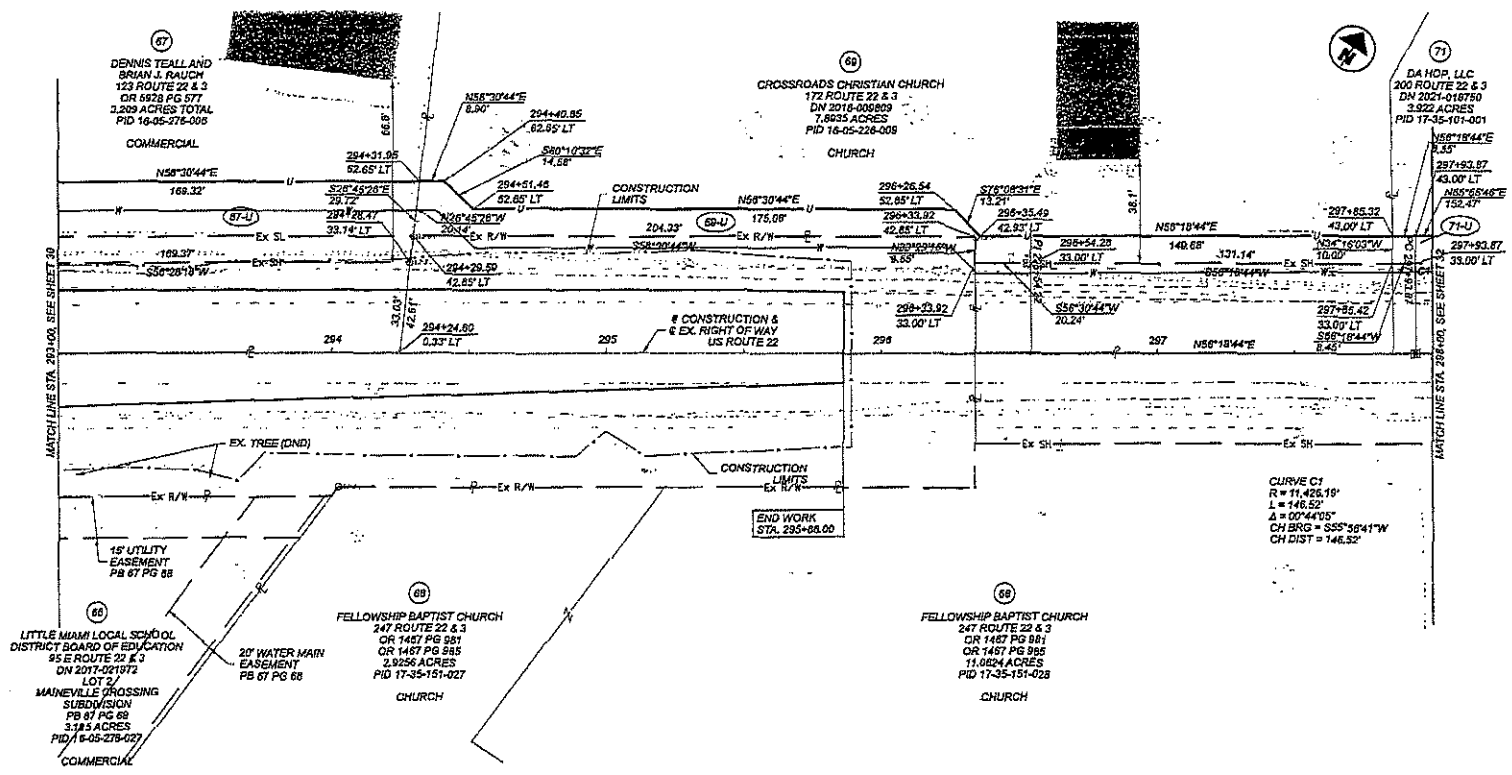
VRS observations to Continually Operating Reference Station (CORS) LEBA, based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) scaled to ground by 1.00009808 about the projection origin (0,0).

This description was prepared under the direction of Michael Jay Wilson, Ohio Registered Surveyor No. 8281, of Woolpert, Inc., based upon a field survey performed during June, 2020.



Michael Jay Wilson 5/31/2022
Michael Jay Wilson Date
Ohio Registered Surveyor #8281

WARREN COUNTY
HAMILTON TOWNSHIP
V.M.S. 2956



RIGHT OF WAY DETAIL SHEET
STA. 293+00 TO STA. 298+00



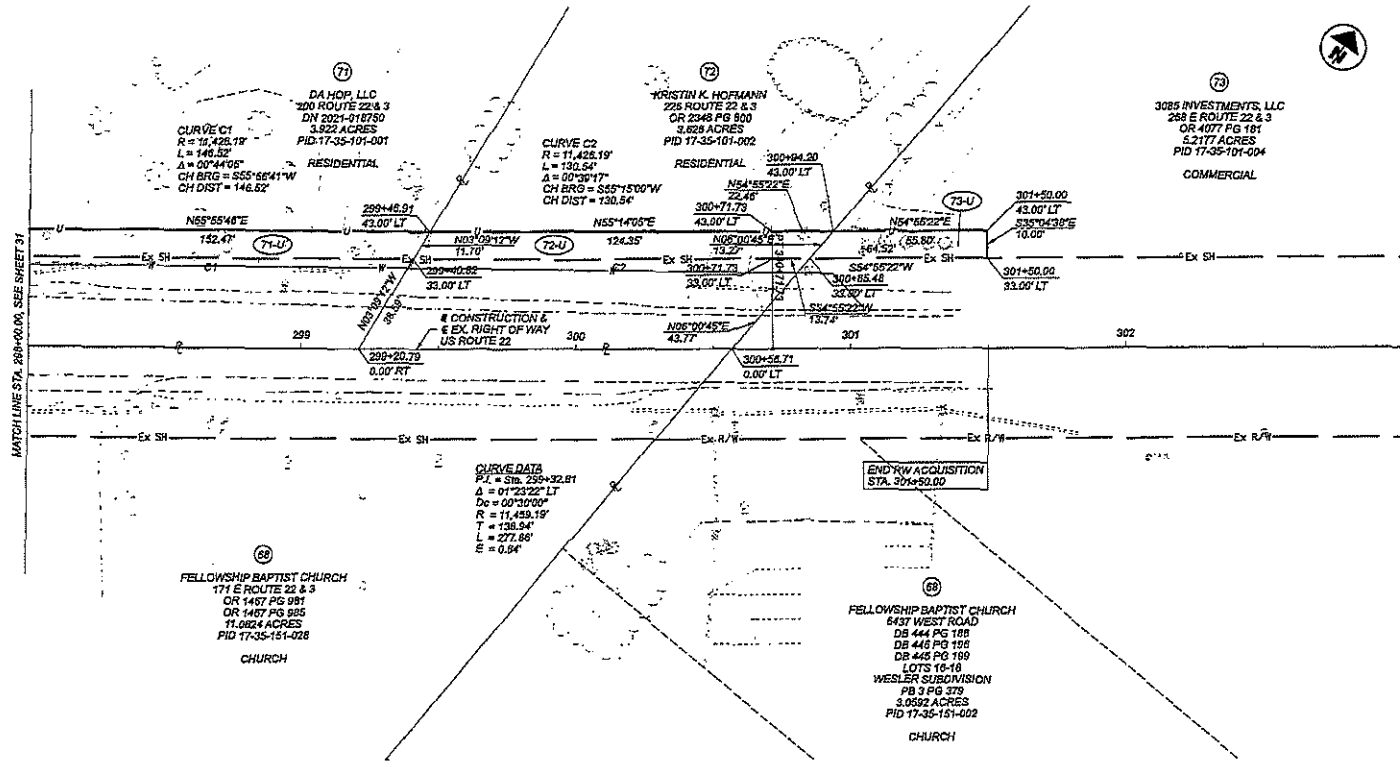
DESIGNER	TMC
REVIEWER	ALJW 03-18-22
PROJECT #	112000
SHEET TOTAL	31 32
DATE COMPLETED	26B 269

WAR-48-7.01

WARREN COUNTY, OHIO
HAMILTON TOWNSHIP
V.M.S. 2956
PROJECT # 112000
SHEET 31 OF 32
DATE 03-18-22

EXHIBIT B

WARREN COUNTY
HAMILTON TOWNSHIP
V.M.S. 2956



RIGHT OF WAY DETAIL SHEET
STA. 298+00 TO STA. 303+00

WAR-48-7.01
MABELL 8/29/24 8:02A P489052 34:22 80d DATE 1/16/2025 TIME 5:20:05 PM USER: C:\Program Files\AutoCAD\bin\acad.exe L:\CAD\2025\SR156-25\17-35-151-028.dwg

DESIGNED BY	TMC	
DRAWN BY	MJM	
CHECKED BY		
DATE	05-16-22	
PROJECT NO.	112908	
DATE COMPLETED		
REV. BY	DATE	DESCRIPTION
32	32	
269	309	

EXHIBIT B

Resolution

Number 23-0044

Adopted Date January 10, 2023

APPROVE CHANGE ORDER NO. 5 TO THE CONTRACT WITH BUILDING CRAFTS INC. FOR THE RAR WATER TREATMENT PLANT MEMBRANE SOFTENING UPGRADES PROJECT, PURCHASE ORDER NO. 21001689

WHEREAS, this Board on August 18, 2020 entered into a Contract with Building Crafts, Inc. for softening upgrades to the RAR Water Treatment Plant; and

WHEREAS, Warren County Water and Sewer Department is requesting Building Crafts, Inc. to perform additional work items not contained within the Contract but necessary from the continued consistent operation of existing high service pumps; and

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

NOW THEREFORE IT IS RESOLVED:

1. Approve Change Order No. 5 to the Contract with Building Crafts, Inc., increasing Purchase Order No. 21001689 by \$379,984.73 and creating a new Contract price in the amount of \$22,936,029.49.
2. By said Change Order, attached thereof and made part thereof, all costs and work associated with the change shall be incorporated into the Contract.
3. That the Board execute and sign Change Order No. 5 of the Contract with Building Crafts, Inc. for the construction of the RAR Water Treatment Plant Membrane Softening Upgrades Project.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
C/A—Building Crafts, Inc.

Water/Sewer (file)
Project File



Warren County
Water & Sewer Dept.

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

CHANGE ORDER

DATE: January 3, 2023

Change Order Number 5

Project Name: RAR Water Treatment Plant Softening Upgrades

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
1	VFDs Replace existing failed VFDs on High Service pumps #2 & #3	\$379,984.73	
Sums of the ADDITIONS and DELETIONS		\$379,984.73	
TOTALS FOR THIS CHANGE ORDER		\$379,984.73	

Original contract price \$22,063,000

Current contract price adjusted by previous change orders \$ 22,556,044.76

The Contract price due to this change order will be increased by \$379,984.73

The New contract price including this change order will be \$ 22,936,029.49

The contract time will be increased by 0 calendar days for substantial completion and 105 days for final completion.

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

Aaron LaFollette 1/3/23
Contractor's Signature Date
[Signature] 1/3/23
W.C. Deputy Sanitary Engineer Date

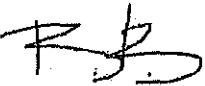
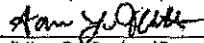
[Signature] 1-10-23
Warren County Commissioner Date
[Signature] 1-10-23
Warren County Commissioner Date
[Signature] 1-10-23
Warren County Commissioner Date

State of Ohio
WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

CONTRACT CHANGE ORDER

RECIPIENT <u>Warren County</u>	CHANGE ORDER NBR <u>005</u>
LOAN NUMBER <u>FS390084-0002</u>	CONTRACT <u>Building Crafts, Inc</u>
OWDA PROJECT No. <u>9027</u>	DATE <u>09/02/22</u>
Description of Change:	

ITEM	DESCRIPTION	COST
1	Replace VFD's on High Service Pumps	\$379,984.73
	TOTAL	\$379,984.73

RECOMMENDED BY:		DATE: <u>09/02/22</u>
	AECOM (Engineer)	
APPROVED BY:		DATE: <u> </u>
	Warren County (Recipient)	
ACCEPTED BY:		DATE: <u> </u>
	(Contractor)  Building Crafts, Inc. (Company)	

OWDA APPROVAL													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Original Contract Amt</td> <td style="width: 20%; text-align: right;">\$22,063,000.00</td> <td style="width: 50%;"></td> </tr> <tr> <td>Previous Changes (+ / -)</td> <td style="text-align: right;">\$ 493,044.76</td> <td></td> </tr> <tr> <td>This Change (+ / -)</td> <td style="text-align: right;">\$379,984.73</td> <td></td> </tr> <tr> <td>Adjusted Contract Amt</td> <td style="text-align: right;">\$22,936,029.49</td> <td></td> </tr> </table>	Original Contract Amt	\$22,063,000.00		Previous Changes (+ / -)	\$ 493,044.76		This Change (+ / -)	\$379,984.73		Adjusted Contract Amt	\$22,936,029.49		<p>The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.</p>
Original Contract Amt	\$22,063,000.00												
Previous Changes (+ / -)	\$ 493,044.76												
This Change (+ / -)	\$379,984.73												
Adjusted Contract Amt	\$22,936,029.49												
Ohio EPA Acceptance	Chief Engineer												
Date	Date												



277 West Nationwide Boulevard
Columbus, OH 43215-2566
Telephone: (614) 464-4500
Facsimile: (614) 464-0588
Architectural & Engineering Services

REQUEST FOR PROPOSAL

TO: Building Crafts, Inc
2 Rosewood Drive
Wilder, KY 41076

RFP NO. : 013

DATE: July 27, 2022

ATTN: Mr. Aaron LaFollette

PROJECT: Renneker Water Treatment Plant
Softening Addition

ISSUED BY: Brian Benedict

PROJECT NO.: 60551697

COPIES: Chris Wojnicz, Ed Turner, Don
Brewer – Warren County, Dan Horlander- Arcadis,
John Krinks, Miranda Scheitlin – AECOM
AECOM Central File

RE: Provide and install new VFD's for existing
HSP's

Please submit an itemized proposal for changes in work items described below and/or time associated with the proposed modifications to the Contract Documents described herein. THIS IS NOT A CHANGE ORDER NOR AUTHORIZATION TO PROCEED WITH THE WORK DESCRIBED OR AFFECTED BY THESE MODIFICATIONS.

Description:

Purchase VFD's as quoted on attached proposal and install them in the HSP Building

Attachments:

Supplier quote for equipment purchase



5500 RIDGE AVENUE
CINCINNATI, OH 45213-2516
Phone: 513-621-9050
Fax: 513-621-0549

Quote UX214460

6/3/2022

James Whitacre
jwhitacre@cbtcompany.com
Expires 7/3/2022

WARREN COUNTY WATER - SEWER

Customer ID: 205022

Ship To

WARREN COUNTY WATER - SEWER
406 JUSTICE DRIVE
LEBANON, OH 45036

Requested By: Donald Brewer

Phone: +1 (513) 925-1377

Email: Donald.brewerjr@co.warren.oh.us

Finish Water Pumps 1, 2, & 3 - 300HP VFD(s) Replacement

Order Note:

Item Description	Qty	Unit Price	Ext. Price
EW_FT2205200706PJ Rev 1 Item A AB Electronic Submittal Package - Included No Charge NOTE: Printed binders is also available and will be provide on request at additional charges	1	.0000	\$.0000
EW_FT2205200706PJ Rev 1 Item B AB Electronic Operator & Maintenance Manuals - Included No Charge NOTE: Printed binders is also available and will be provide on request at additional charges	1	.0000	\$.0000
EW_FT2205200706PJ Rev 1 Item C AB Freight to 1st US destination (Contiguous United States only) - Included	1	.0000	\$.0000
EW_FT2205200706PJ Rev 1 Item D AB PF755TL 350HP ND AFE in N12 Enclosure Finish Water Pump-1	1	66,680.0000	\$66,680.0000
<i>Approval Drawings/Submittals - up to 8 weeks ARO. Lead time - up to 20 Weeks after Rockwell Automation receipt of approved drawings.</i>			
EW_FT2205200706PJ Rev 1 Item E AB PF755TL 350HP ND AFE in N12 Enclosure Finish Water Pump-2	1	66,680.0000	\$66,680.0000
<i>Approval Drawings/Submittals - up to 8 weeks ARO. Lead time - up to 20 Weeks after Rockwell Automation receipt of approved drawings.</i>			
EW_FT2205200706PJ Rev 1 Item F AB PF755TL 350HP ND AFE in N12 Enclosure Finish Water Pump-3	1	66,680.0000	\$66,680.0000
<i>Approval Drawings/Submittals - up to 8 weeks ARO. Lead time - up to 20 Weeks after Rockwell Automation receipt of approved drawings.</i>			
EW_FT2205200706PJ Rev 1 Item G AB VFD Power Module Roll - Out Cart - Optional but Very Highly Recommended	1	3,260.0000	\$3,260.0000
EW_FT2205200706PJ Rev 1 Item H AB Start Up (6 days x 8 hours)	1	14,730.0000	\$14,730.0000

2 days for each drive. If only purchasing (1) VFD then start up cost would be \$4910.00

EW_FT2205200706PJ Rev 1 Item I AB	1	2,455.0000	\$2,455.0000
Training (1 day x 8 hours)			

Total: \$220,485.0000

Payment: 1% 10 days net 30

Freight: IN/OUT

CBT Terms and Conditions Apply

General Terms and Conditions: <https://cbtcompany.com/cbt-co-terms-and-conditions>

Service Terms and Conditions: <https://cbtcompany.com/cbt-co-services-terms-conditions>

Taxes and Freight charges not included. Please contact your sales representative for details.

CONFIGURED SOLUTIONS BUSINESS

Date: May 27, 2022

CSB Water Quotation #: EW_FT2205200706PJ Rev 1

CBT Warren County OH Finish Water Pumps

COVID-19. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

We are pleased to submit the following proposal to CBT for resale. All prices are in US Dollars. Pricing for this quotation:

Our proposal is for the following equipment:

TAG: Finish Water Pump-1

Qty	Type	Bridge*	Drive HP	Drive Amps	Rating **	Input Voltage	Preliminary Dimensions (H x W x D)	Cable Entry	Cable Exit
1	PF755TL	AFE	350	430	ND	480VAC	91" x 55.5" x 24"	BOTTOM	BOTTOM

TAG: Finish Water Pump-2

Qty	Type	Bridge*	Drive HP	Drive Amps	Rating **	Input Voltage	Preliminary Dimensions (H x W x D)	Cable Entry	Cable Exit
1	PF755TL	AFE	350	430	ND	480VAC	91" x 55.5" x 24"	BOTTOM	BOTTOM

TAG: Finish Water Pump-3

Qty	Type	Bridge*	Drive HP	Drive Amps	Rating **	Input Voltage	Preliminary Dimensions (H x W x D)	Cable Entry	Cable Exit
1	PF755TL	AFE	350	430	ND	480VAC	91" x 55.5" x 24"	BOTTOM	BOTTOM

**LD – (110% overload capability for up to 1 min out of 10 mins)

**ND – (110% Overload Capability for up to 60 seconds out of 10 minutes, 150% Overload Capability for up to 3 seconds out of 60 Seconds)

**HD – (150% Overload Capability for up to 60 seconds out of 10 minutes, 180% Overload Capability for up to 3 seconds out of 60 Seconds)



ITEM	QTY	DESCRIPTION	PRICE
A	1	Electronic Submittal Package NOTE: Printed binders is also available and will be provide on request at additional charges	Included
B	1	Electronic Operator & Maintenance Manuals NOTE: Printed binders is also available and will be provide on request at additional charges	Included
C	1	Freight to 1st US destination (Contiguous United States only) DAP 1st Domestic US Location (Contiguous United States only) Incoterms® 2020; Contingent upon use of Rockwell Automation contracted carrier. Terms: Prepaid and Absorb	Included
D	1	PF755TL 350HP ND AFE in N12 Enclosure Finish Water Pump One NEMA 12 Enclosure, approximately 91"H x 55.5"W x 24"D (Bottom Cable Entry/Bottom Cable Exit), with the following features: <ul style="list-style-type: none"> • Qty. 1- PowerFlex 755TL Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Type 12/IP54, Floor Mount, ND - 350HP (430A), 480 VAC, 3 PH, Frame 7, Standard EMI Protection, TotalFORCE Control • Qty. 1- Door Mounted Full Function HIM • Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO • Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC • Qty. 1- Control Power Transformer, Fused Primary/Secondary • Qty. 1- Door Mounted Hand/Off/Auto Selector Switch • Qty. 1- Door Mounted Speed Ref (Pot/PLC) Selector Switch • Qty. 3- Door Mounted Start Push Button (Start, Stop, Reset) • Qty. 3- Door-Mounted Pilot Light, (PTT Type) • Qty. 1- Door Mounted Speed Pot • Qty. 1- Door-Mounted Elapsed Time Meter • Qty. 5- Control Relay • Qty. 1- Thermostat • Qty. 1- Control Fuse (1A, 250V, Glass) • Qty. 1- Control Fuse (4A, 250V, Glass) • Qty. 1- Power Supply w/ UPS, 22.5-30V DC, 360 W • Enclosure Nameplate • Enclosure Fan and Filter Kit 	\$66,680.00
		NOTE: VFD's will have analog speed control/feedback	



E 1 PF755TL 350HP ND AFE in N12 Enclosure \$66,680.00
Finish Water Pump-2

One NEMA 12 Enclosure, approximately 91"H x 55.5"W x 24"D (Bottom Cable Entry/Bottom Cable Exit), with the following features:

- Qty. 1- PowerFlex 755TL Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Type 12/IP54, Floor Mount, ND - 350HP (430A), 480 VAC, 3 PH, Frame 7, Standard EMI Protection, TotalFORCE Control
- Qty. 1- Door Mounted Full Function HIM
- Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO
- Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC
- Qty. 1- Control Power Transformer, Fused Primary/Secondary
- Qty. 1- Door Mounted Hand/Off/Auto Selector Switch
- Qty. 1- Door Mounted Speed Ref (Pot/PLC) Selector Switch
- Qty. 3- Door Mounted Start Push Button (Start, Stop, Reset)
- Qty. 3- Door-Mounted Pilot Light, (PTT Type)
- Qty. 1- Door Mounted Speed Pot
- Qty. 1- Door-Mounted Elapsed Time Meter
- Qty. 5- Control Relay
- Qty. 1- Thermostat
- Qty. 1- Control Fuse (1A, 250V, Glass)
- Qty. 1- Control Fuse (4A, 250V, Glass)
- Qty. 1- Power Supply w/ UPS, 22.5-30V DC, 360 W
- Enclosure Nameplate
- Enclosure Fan and Filter Kit.

NOTE: VFD's will have analog speed control/feedback.

F 1 PF755TL 350HP ND AFE in N12 Enclosure \$66,680.00
Finish Water Pump-3

One NEMA 12 Enclosure, approximately 91"H x 55.5"W x 24"D (Bottom Cable Entry/Bottom Cable Exit), with the following features:

- Qty. 1- PowerFlex 755TL Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Type 12/IP54, Floor Mount, ND - 350HP (430A), 480 VAC, 3 PH, Frame 7, Standard EMI Protection, TotalFORCE Control
- Qty. 1- Door Mounted Full Function HIM
- Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO
- Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC
- Qty. 1- Control Power Transformer, Fused Primary/Secondary
- Qty. 1- Door Mounted Hand/Off/Auto Selector Switch
- Qty. 1- Door Mounted Speed Ref (Pot/PLC) Selector Switch
- Qty. 3- Door Mounted Start Push Button (Start, Stop, Reset)
- Qty. 3- Door-Mounted Pilot Light, (PTT Type)
- Qty. 1- Door Mounted Speed Pot
- Qty. 1- Door-Mounted Elapsed Time Meter
- Qty. 5- Control Relay
- Qty. 1- Thermostat
- Qty. 1- Control Fuse (1A, 250V, Glass)
- Qty. 1- Control Fuse (4A, 250V, Glass)
- Qty. 1- Power Supply w/ UPS, 22.5-30V DC, 360 W
- Enclosure Nameplate
- Enclosure Fan and Filter Kit

NOTE: VFD's will have analog speed control/feedback.

G 1 Power Module Roll - out Cart \$3,260.00
 • Qty. 1- PowerFlex 750 Kit, Power Module Roll-in Installation Cart



H 1 Start Up (6 days x 8 hours) **\$14,730.00**

The Drive Start-Up Service ("Start-Up") will include the following work elements:

- Physical inspection and verification of proper drive and motor installation practices prior to the application of power.
- Verification of external control wiring.
- Confirmation of drive cabling to Motor, Line Feed, and Isolation Transformer (if applicable).
- Incoming line and drive output grounding checks.
- Voltage Application, Checkout, Calibration and Testing of the drive as appropriate for the application.
- Tune-up of drive internal regulating loops as appropriate for the application.
- Adjustment of operation parameters, within drive and motor design limitations, to values as appropriate for the application.
- Operation of drive through speed range to verify proper performance.
- Documentation of drive and motor nameplate information, application information, drive settings and operating parameters.

-----See below description for more details on following page-----

I 1 Training (1 days x 8 hours) **\$2,455.00**

If informal training is included in this proposal, unless otherwise agreed to in advance, this training will be provided on site by the Rockwell Automation engineer performing the start-up work. No training manuals will be supplied. No formal classroom training involving printed materials, overhead projectors, or training demo hardware is included. The training may refer to the O&M manuals supplied for the project, but they are not required for training. The training will be informal training and consist of reviewing how to troubleshoot and navigate the new equipment. This is not considered to be formal product training. Demos are not included. The installed equipment would be used for demonstrations. Training may not be recorded. Rockwell Automation advises, and Customer acknowledges, that all training classes are designed by Rockwell Automation with the intent that they will be delivered by a knowledgeable Rockwell Automation employee trained on Rockwell Automation products. Much of the training class is designed for learning by the student through hands-on demonstration and training during the class. Accordingly, Rockwell Automation does not permit the use of video recording unless otherwise agreed upon between Rockwell Automation and Customer and written consent is obtained by both parties.

Engineering Services **Included**

Standard Rockwell Automation as shipped documentation, including:

- Schematics (paper copy, supplied in cabinet (PDF format upon request))
- Panel Layout (paper copy, supplied in cabinet (PDF format upon request))
- Additional documentation options available. See table below for additional information.

TOTAL PRICE **\$220,485.00**

This proposal is based upon the following:

- ELEC PLANS.pdf

REVISION HISTORY			
Date:	Description of change:	Edited by:	Revision:
May 26, 2022	None, Original Document	SB/PPJ	EW_FT2205200706PJ
May 27, 2022	<ul style="list-style-type: none"> • Roll out cart added • Entry/Exit changed to Bottom/Bottom • Note added of VFD's will have analog speed control / feedback. 	SB/PPJ	EW_FT2205200706PJ Rev 1



CSB Quotation #: EW_FT2205200706PJ Rev 1

Purchase Order Instructions: Send to James Whitacre - jwhitacre@cibtcompany.com

Delivery: Approval Drawings/Submittals – up to 8 weeks ARO.
Lead time – up to 20 Weeks after Rockwell Automation receipt of approved drawings.
(This does not include time required for special/witness testing and/or dyne testing)

(Delivery based on Stocked Availability at time of purchase, subject to change)

Statement on COVID-19 Pandemic

Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable, in the exercise of reasonable commercial efforts, to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.

[Redacted signature area]

Standard System Documentation

Rockwell Automation will provide the following Electronic documentation:

- Approval Drawings
- O&M Manuals
- Submittals (Optional)

Operator & Maintenance Manuals

Rockwell Automation will supply electronic versions.

Submittals (Optional)

Rockwell Automation standard submittal procedure includes electronic documentation.

Note: The price quoted for Electronic only. Hard Copy submittal can be optionally purchased for additional cost.

Services

Factory Acceptance Testing

- Rockwell Automation standard test process and procedure are included in this proposal
- NO Factory Acceptance Test included



CSB Quotation #: EW_FT2205200706PJ Rev 1

Start-Up Services

Rockwell Automation will provide start-up assistance for initial commissioning of the following drives:

Qty	Item	Description
1	Item - D	PF755TL 350HP ND AFE in N12 Enclosure
1	Item - E	PF755TL 350HP ND AFE in N12 Enclosure
1	Item - F	PF755TL 350HP ND AFE in N12 Enclosure

The Drive Start-Up Service ("Start-Up") will include the following work elements:

- Physical inspection and verification of proper drive and motor installation practices prior to the application of power.
- Verification of external control wiring.
- Confirmation of drive cabling to Motor, Line Feed, and Isolation Transformer (if applicable).
- Incoming line and drive output grounding checks.
- Voltage Application, Checkout, Calibration and Testing of the drive as appropriate for the application.
- Tune-up of drive internal regulating loops as appropriate for the application.
- Adjustment of operation parameters, within drive and motor design limitations, to values as appropriate for the application.
- Operation of drive through speed range to verify proper performance.
- Documentation of drive and motor nameplate information, application information, drive settings and operating parameters.

To maximize the benefits of this program and minimize any additional charges, the below list of items must be completed prior to the scheduled date of service. If the items listed below are not completed prior to the arrival of a Rockwell Automation representative, any resulting standby time or out of scope services will be billed on an hourly basis at the start-up service rate in effect at the time the service is provided.

- The Drive(s) listed above is (are) mounted and wired per the instruction manual and/or wiring diagram.
- AC primary line voltage is the proper voltage.
- The motor nameplate HP, voltage, and current properly correspond with the controller output ratings.
- All controlling devices (i.e. pressure, flow or temperature transducer, motor thermal, process interface, speed pot, tachometer, etc.) are pre-wired according to the instruction manual or wiring diagrams.
- The signal wiring for any controlling devices is run in separate conduit and consists of shielded and twisted conductors per instruction manual and wiring diagrams.
- All controlling devices for drives are functional for testing at time of Start-Up.
- Customer Personnel are available to assist the Rockwell Automation representative with the operation of the equipment and the facility layout. They will remain on site as necessary for safety reasons.
- The motor is aligned and ready to run. The motor is presently uncoupled from load. Equipment and personnel are available to couple the motor for system operation.
- If applicable, the drive is ready for testing under load. The material is ready for load test immediately following preliminary Start-Up, unless an additional trip is included in this agreement.

Hours: Services are to be provided during normal working hours (defined as 8:00 AM to 5:00 PM, Monday through Friday), exclusive of holidays observed by Rockwell Automation. Any work required outside of these hours will be billed at the labor rate in effect at the time the service is provided.

Scheduling: 14 days advance scheduling notice is required to guarantee pricing. If the request for service is not received by Rockwell Automation 14 days in advance of the scheduled service date, Rockwell Automation will attempt to schedule local resources. If local resources are not available, Rockwell Automation will offer the customer the option of 1) scheduling services for an alternate date when a local resource is available or 2) scheduling an alternative out-of-region resource, which may result in additional travel charges that will be billed at the travel rate in effect at the time the service is provided.

Travel & Expenses: Local travel time & expenses ("Local Travel") are included in the price of the Start-Up included in this proposal. Local Travel applies when there is a Rockwell Automation sales office within 150 miles roundtrip of the Customer site. If Customer site is located outside of 150 miles roundtrip from the nearest Rockwell Automation sales office, the first 3 hours of the Rockwell Automation representative's travel time per day are provided free of charge but all applicable travel expenses (e.g. airfare, car rental, meals, tolls, hotel, etc.) and additional travel time will be billed to Customer at the travel rate in effect at the time the service is provided. If applicable, overnight expenses (e.g. hotel, meals) will be billed as a flat



CSB Quotation #: EW_FT2205200706PJ Rev 1

rate overnight charge per Rockwell Automation published overnight rates. Additional expenses may apply, including, but not limited to, air travel, permits, tolls, customs fees and other incidentals. Such expenses will be billed at cost. All drives are to be available for a contiguous start-up. If multiple trips are required, additional travel charges will apply.

Cancellation and Rescheduling: Customer shall notify Rockwell Automation of any cancellation or intent to reschedule by contacting their project manager. In the event Customer notifies Rockwell Automation of its intent to cancel or reschedule scheduled service less than one (1) business day prior to the date the Rockwell Automation representative is scheduled to begin travel to site, Customer shall reimburse Rockwell Automation for all travel time and expenses incurred with such travel per the above Travel & Expenses guidelines. Rockwell Automation will attempt to reschedule the date of service as requested by the customer, however, Local Travel will not be guaranteed unless an additional 14 days advance notice is provided or local resources are available. If local resources are not available, Rockwell Automation will offer the customer the option of (1) scheduling services for an alternate date when a local resource is available or (2) scheduling an alternative out-of-region resource, which may result in additional travel charges.

Out of Scope and Standby Time: An additional purchase order will be required for any out of scope work or standby time.

Out of scope work includes but is not limited to the following:

- All external wiring and troubleshooting outside of the drive.
- External wiring and troubleshooting related to electrical or mechanical equipment outside of the drive or problems caused by external sources such as networks, electrical transients, corrosion, surface contaminants, excessive ambient air temperatures, abusive operations, etc.
- Network troubleshooting and configuration
- Integration drive and control devices
- Drives that are part of a drive system
- Preventative maintenance services

Standby time includes non-working time spent waiting at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. It will be invoiced per the rate schedule that is applicable for the time of day and day of the service.

Training Services

If informal training is included in this proposal, unless otherwise agreed to in advance, this training will be provided on site by the Rockwell Automation engineer performing the start-up work. No training manuals will be supplied. No formal classroom training involving printed materials, overhead projectors, or training demo hardware is included. The training may refer to the O&M manuals supplied for the project, but they are not required for training. The training will be informal training and consist of reviewing how to troubleshoot and navigate the new equipment. This is not considered to be formal product training. Demos are not included. The installed equipment would be used for demonstrations. Training may not be recorded.

Rockwell Automation advises, and Customer acknowledges, that all training classes are designed by Rockwell Automation with the intent that they will be delivered by a knowledgeable Rockwell Automation employee trained on Rockwell Automation products. Much of the training class is designed for learning by the student through hands-on demonstration and training during the class. Accordingly, Rockwell Automation does not permit the use of video recording unless otherwise agreed upon between Rockwell Automation and Customer and written consent is obtained by both parties.

Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Installation Engineering
- Installation work of any kind
- Full time site assistance during installation
- Structural, civil, piping, or mechanical designs and installation

Other Special Requirements

If the resultant contract contains other special requirements prior to performance of on-site activities, Customer must advise Rockwell Automation at the time of award so that we may make every effort to comply within the timeframe required by



CSB Quotation #: EW_FT2205200706PJ Rev 1

Customer. This includes Customer or site specific safety training, background checks, international work visas, and copies of expense receipts.

It is also understood that any associated time and expenses incurred while complying with these requests will be the responsibility of the Customer.

Customer Responsibilities

Single Point of Contact

Customer will designate a representative authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation and control system supplied to assist Rockwell Automation personnel.

Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this proposal.

Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Description	Clarification/Exception
General	Scope/BOM	Clarification: Proposal is made as per available plans received only. No spec available at RFQ. Direction is copy duplicate plans for R1US002949 but utilizing 755TL's. Nothing else included in scope but what is listed. Any changes/modifications will require a change or requote.
Assumptions		
A1	JOB SITE SAFETY: If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service. The following activities may occur: <ul style="list-style-type: none"> Review customer plant safety policies and procedures Survey work environment for personnel safety Validate clearances for serviceability Verify customer locked-out/tagged-out breaker feeding the equipment Obtain safety equipment from customer (if applicable) 	
A2	All aspects of mechanical, electrical and process safety are requirements of Customer.	
Clarifications		
C1	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Buyer and Rockwell Automation will comply with the following standards and practices: <ol style="list-style-type: none"> Data Transmission Buyer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place via secure means (e.g., Rockwell Automation's SharePoint system; password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; Secure File Transfer Protocol (SFTP); physical media such as paper/DVD sent securely; or another equally secure means of 	

	<p>transport). If Buyer requires Rockwell Automation to use a Buyer-specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Buyer's sole responsibility.</p> <p>2. Customer-Provided Hard Disk</p> <p>If Rockwell Automation personnel are required to use Buyer-provided hard disks, Buyer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry 'best of breed' open source encryption solutions. The Buyer must use commercially reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation's systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities.</p> <p>3. Remote Access</p> <p>Remote access by Rockwell Automation's personnel into Buyer's control system(s) must be accomplished in accordance with either Buyer or Rockwell Automation procedures, whichever is more stringent. If Buyer requires Rockwell Automation personnel to use Buyer-specified procedures, the security of the connection/session is Buyer's sole responsibility, and Buyer is solely responsible for logging activities of all users accessing the Buyer's system.</p>
C2	Labor, equipment, and materials required for installation are not included in this Statement of Work.
C3	Customer is responsible for compliance with all local codes and ordinances.
C4	Motor Full Load Amps (FLA) is required in order to properly size the drives. If FLA is not available at the time of the proposal, VFDs are sized based on HP requested using NEC 2014 Table 430.250 data. If motor data is received at a later date which increases the size of the VFDs, Rockwell Automation reserves the right to increase pricing accordingly.
C5	Motor design, cable lead length and type are required in order to determine if DV/DT filters are required in the design. If information is received post proposal, and it is determined filters are required, Rockwell Automation reserves the right to increase the price accordingly.
C6	When sizing drive/motor combinations, Rockwell Automation assumes that inverter duty motors have a service factor of 1.0 when run on VFD power, in accordance with NEMA MG1 Section 31.3.7.
C7	<p>VFD Technical Details</p> <ul style="list-style-type: none"> • The drives have adjustable carrier frequency of 2-10 KHz. The drive ratings are based on 4 KHz setting. • Rockwell Automation packaged drives are rated for 1000m, at 0-40 deg C. • Rockwell Automation drives have a +/- 10% voltage tolerance. • Rockwell Automation VFD PCB connections are not all gold plated. • See Publication 750-TD001 -EN-P for full details.
C8	Power factor correction caps should not be used with Rockwell Automation drives.
C9	The door mounted HIM is not available with a keypad key switch. Also, the HIM backlight and DC bus parameter can provide indication that the bus is charged.
C10	Power and motor cable termination lugs are the responsibility of the purchaser, not Rockwell Automation.
C11	Wire markers, if required per Customer specification, are sleeve-type and applied to Customer wiring points only.
C12	Non-current-carrying parts will be painted with a Rockwell Automation standard paint color.
C13	Each VFD goes through Rockwell Automation standard testing procedures (including run-in testing) before shipped. Rockwell Automation can also customize a test procedure to meet your specific project needs. Extended tests are not included unless specifically listed in this proposal. Contact your Rockwell Automation sales office for further details and pricing
C14	Field testing and the equipment to perform the required field testing is not included in this Statement of Work.
C15	RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C16	Any Customer supplied equipment shipped to a Rockwell Automation facility will be subject to a mounting and handling fee.

CSB Quotation #: EW_FT2205200706PJ Rev 1

C17	Provisions must be made by the receiving party for storage in a clean, dry, temperature controlled facility immediately after conducting a thorough receiving inspection. In the event purchaser is unable to accept shipment upon notification of Rockwell Automation's readiness to ship, goods shall be placed in suitable storage by Rockwell Automation. Storage charges, escalation charges (if applicable) and any charges for drayage, re-inspection by quality assurance, etc. will be accrued to the account of the purchaser.
C18	Seismic classification and environmental requirements are not included in the scope of this proposal; however, Rockwell Automation can provide a quote for "seismic anchoring calculations" stamped by a certified PE that will provide anchorage requirements based on seismic mounting requirements at the project site.

Table 1: Assumptions, Clarifications, and Exceptions



BUILDING CRAFTS, INC.
Contractors | Engineers

2 Rosewood Drive
P.O. Box 286
Wilder, KY 41076

Phone: (859) 781-9500
Fax: (859) 781-9505

www.buildingcrafts.com

Warren County
RARWTP Membrane Softening Upgrades

Project # 60552719
August 17, 2022

Dear Mr. Brian Benedict

This is formal proposal based on associated documents attached to RFP#013 as directed by Warren County representatives for providing and installing (3) VFD Drives for the existing High Service Building.

RFP#013 New High Service VFD's:

\$ 379,985

Please see the attached breakout of the above referenced charges. Due to cost escalation from CBT, this proposal is good through 8-31-22.

Regards,

Aaron LaFollette

Project Manager.



PROJECT: Warren County RARWTP Membrane Softening Upgrades
 DIVISION: N/A

RFP#013- New High Service VFDs

CODE	DESCRIPTION	LMES	CRFT	QTY	UNIT	UNIT HOURS	HOURS	COST/ UNIT	COST	LABOR \$	EQUIP \$	MAT'L \$	SUB \$	OTHER \$	TOTAL \$
	Project Manager		L	PM	10	HR	10	\$115.00	\$1,150.00	\$1,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
	Glenwood Purchase VFD and Install Proposal		S		1	LS		\$356,141.00	\$356,141.00	\$0.00	\$0.00	\$0.00	\$356,141.00	\$0.00	\$356,141.00
							0	\$41.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							0	\$55.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL						10.0		\$357,291.00	\$1,150.00	\$0.00	\$0.00	\$356,141.00	\$0.00	\$357,291.00
GC-1858	Taxes & Insurance on Labor							38.00% of	\$1,150.00	\$437.00					
GC-1856	Small Tools/Consumables							5.00% of	\$1,150.00	\$57.50					
										\$0.00					
	SUBTOTAL - DIRECT BCI COST									\$1,644.50					
	SUBTOTAL - SUBCONTRACT COST									\$356,141.00					
	Overhead on BCI Work							10.00% of	\$1,644.50	\$164.45					
	Profit on BCI Work							5.00% of	\$1,644.50	\$82.23					
	Overhead & Profit on Subcontract							5.00% of	356,141	\$17,807.05					
	TOTAL INCLUDING O & P									\$375,839.23					
GC-1800	Bond							0.60%		\$2,256.04					
	TOTAL INCLUDING BCI BOND									\$378,094.26					
GC-1803	CAT Tax							0.50%		\$1,890.47					
	TOTAL INCLUDING BCI BOND									\$379,984.73					

Rennaker High Service Drives

Job Number: 1000021320

Bid Summary: Default

Extension By Phase

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 02 Wire & Cable ---						
2789	#14 THHN CU Stranded Wire	2,000	140.00 M	280.00	4.50 M	9.00
2828	#350MCM XHHW CU Stranded Wire	540	14,850.15 M	8,019.08	36.00 M	19.44
	--- 02 Wire & Cable Total ---			8,299.08		28.44
--- 07 Misc ---						
999999641	Belden 8719	700	1,624.00 M	1,136.80	12.00 M	8.40
	--- 07 Misc Total ---			1,136.80		8.40
--- 18 Phase #18 ---						
T0001	Truck Driver	1	125.00 E	125.00	12.00 E	12.00
T0002	Rigging / Fork lift	1	3,500.00 E	3,500.00	24.00 E	24.00
T0003	puller/rope/baskets	1	850.00 E	850.00	4.00 E	4.00
T0004	Lugs, terms	6	135.00 E	810.00	4.00 E	24.00
T0005	350 MCM VFD Cable	420	72.00 E	30,240.00	90.00 M	37.80
T0006	Drive Removal	3	50.00 E	150.00	24.00 E	72.00
T0007	3 New Drives	1	223,395.0 E	223,395.00	72.00 E	72.00
T0008	4 incs Sealtight termination	3	920.00 E	2,760.00	2.00 E	6.00
T0009	Stainless JB For Motors	3	1,230.00 E	3,690.00	4.00 E	12.00
	--- 18 Phase #18 Total ---			265,520.00		263.80
	Job Total			274,955.88		300.64

* Target, Labor column 2



5500 RIDGE AVENUE
CINCINNATI, OH 45213-2516
Phone: 513-621-9050
Fax: 513-621-0549

Quote UX219957

8/8/2022

James Whitacre
jwhitacre@cbtcompany.com
Expires 9/5/2022

GLENWOOD ELECTRIC - WARREN COUNTY WATER

Customer ID: 329455

Ship To

GLENWOOD ELECTRIC - WARREN COUNTY WATER
6194 STRIKER RD
MAINEVILLE, OH 45037

Requested By: Steve Thaman

Phone: +1 (513) 631-2707
Email: smt@glenwoodelectric.com

RARWTP RFP 013-HSP VFD(s)

Finish Water Pumps 1, 2, & 3

Order Note:

Item Description	Qty	Unit Price	Ext. Price
EW_FT2205200706PJ Rev 2 Item A AB Electronic Submittal Package - Included No Charge NOTE: Printed binders is also available and will be provide on request at additional charges	1	.0000	\$.0000
EW_FT2205200706PJ Rev 2 Item B AB Electronic Operator & Maintenance Manuals - Included No Charge NOTE: Printed binders is also available and will be provide on request at additional charges	1	.0000	\$.0000
EW_FT2205200706PJ Rev 2 Item C AB Freight to 1st US destination (Contiguous United States only) - Included	1	.0000	\$.0000
EW_FT2205200706PJ Rev 2 Item D AB PF755TL 350HP ND AFE in N12 Enclosure Finish Water Pump-1	1	67,650.0000	\$67,650.0000
<i>Approval Drawings/Submittals - up to 8 weeks ARO. Lead time - up to 25 Weeks after Rockwell Automation receipt of approved drawings.</i>			
EW_FT2205200706PJ Rev 2 Item E AB PF755TL 350HP ND AFE in N12 Enclosure Finish Water Pump-2	1	67,650.0000	\$67,650.0000
<i>Approval Drawings/Submittals - up to 8 weeks ARO. Lead time - up to 25 Weeks after Rockywell Automation receipt of approved drawings.</i>			
EW_FT2205200706PJ Rev 2 Item F AB PF755TL 350HP ND AFE in N12 Enclosure Finish Water Pump-3	1	67,650.0000	\$67,650.0000
<i>Approval Drawings/Submittals - up to 8 weeks ARO. Lead time - up to 25 Weeks after Rockwell Automation receipt of approved drawings.</i>			
EW_FT2205200706PJ Rev 2 Item G AB VFD Power Module Roll - Out Cart	1	3,260.0000	\$3,260.0000
EW_FT2205200706PJ Rev 2 Item H AB Start Up (6 days x 8 hours)	1	14,730.0000	\$14,730.0000

2 days for each drive.

EW_FT2205200706PJ Rev 2 Item I AB	1	2,455.0000	\$2,455.0000
Training (1 day x 8 hours)			

Total: **\$223,395.0000**

Payment: Net 30. No Retainage

CBT Terms and Conditions Apply

General Terms and Conditions: <https://cbtcompany.com/cbt-co-terms-and-conditions>

Service Terms and Conditions: <https://cbtcompany.com/cbt-co-services-terms-conditions>

Taxes not included. Please contact your sales representative for details.



CSB Quotation #: EW_FT2205200706PJ Rev 2

CONFIGURED SOLUTIONS BUSINESS

Date: August 04, 2022

CSB Water Quotation #: EW_FT2205200706PJ Rev 2

CBT Warren County OH Finish Water Pumps

COVID-19. Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.

We are pleased to submit the following proposal to CBT for resale. All prices are in US Dollars. Pricing for this quotation:

Our proposal is for the following equipment:

TAG: Finish Water Pump-1

Qty	Type	Bridge*	Drive HP	Drive Amps	Rating **	Input Voltage	Preliminary Dimensions (H x W x D)	Cable Entry	Cable Exit
1	PF755TL	AFE	350	430	ND	480VAC	91" x 55.5" x 24"	BOTTOM	BOTTOM

TAG: Finish Water Pump-2

Qty	Type	Bridge*	Drive HP	Drive Amps	Rating **	Input Voltage	Preliminary Dimensions (H x W x D)	Cable Entry	Cable Exit
1	PF755TL	AFE	350	430	ND	480VAC	91" x 55.5" x 24"	BOTTOM	BOTTOM

TAG: Finish Water Pump-3

Qty	Type	Bridge*	Drive HP	Drive Amps	Rating **	Input Voltage	Preliminary Dimensions (H x W x D)	Cable Entry	Cable Exit
1	PF755TL	AFE	350	430	ND	480VAC	91" x 55.5" x 24"	BOTTOM	BOTTOM

**LD – (110% overload capability for up to 1 min out of 10 mins)

**ND – (110% Overload Capability for up to 60 seconds out of 10 minutes, 150% Overload Capability for up to 3 seconds out of 60 Seconds)

**HD – (150% Overload Capability for up to 60 seconds out of 10 minutes, 180% Overload Capability for up to 3 seconds out of 60 Seconds)



ITEM	QTY	DESCRIPTION	PRICE
A	1	Electronic Submittal Package	Included
		NOTE: Printed binders is also available and will be provide on request at additional charges	
B	1	Electronic Operator & Maintenance Manuals	Included
		NOTE: Printed binders is also available and will be provide on request at additional charges	
C	1	Freight to 1st US destination (Contiguous United States only) DAP 1st Domestic US Location (Contiguous United States only) Incoterms® 2020; Contingent upon use of Rockwell Automation contracted carrier. Terms: Prepaid and Absorb	Included
D	1	PF755TL 350HP ND AFE in N12 Enclosure Finish Water Pump:1 One NEMA 12 Enclosure, approximately 91"H x 55.5"W x 24"D (Bottom Cable Entry/Bottom Cable Exit), with the following features: <ul style="list-style-type: none"> • Qty. 1- PowerFlex 755TL Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Type 12/IP54, Floor Mount, ND - 350HP (430A), 480 VAC, 3 PH, Frame 7, Standard EMI Protection, TotalFORCE Control • Qty. 1- Door Mounted Full Function HIM • Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO • Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC • Qty. 1- Control Power Transformer, Fused Primary/Secondary • Qty. 1- Door Mounted Hand/Off/Auto Selector Switch • Qty. 1- Door Mounted Speed Ref (Pot/PLC) Selector Switch • Qty. 3- Door Mounted Start Push Button (Start, Stop, Reset) • Qty. 3- Door-Mounted Pilot Light, (PTT Type) • Qty. 1- Door Mounted Speed Pot • Qty. 1- Door-Mounted Elapsed Time Meter • Qty. 5- Control Relay • Qty. 1- Thermostat • Qty. 1- Control Fuse (1A, 250V, Glass) • Qty. 1- Control Fuse (4A, 250V, Glass) • Qty. 1- Power Supply w/ UPS, 22.5-30V DC, 360 W • Enclosure Nameplate • Enclosure Fan and Filter Kit 	\$67,650
		NOTE: VFD's will have analog speed control/feedback	

E 1 PF755TL 350HP ND AFE in N12 Enclosure
\$67,650
Finish Water Pump 2

One NEMA 12 Enclosure, approximately 91"H x 55.5"W x 24"D (Bottom Cable Entry/Bottom Cable Exit), with the following features:

- Qty. 1- PowerFlex 755TL Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Type 12/IP54, Floor Mount, ND - 350HP (430A), 480 VAC, 3 PH, Frame 7, Standard EMI Protection, TotalFORCE Control
- Qty. 1- Door Mounted Full Function HIM
- Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO
- Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC
- Qty. 1- Control Power Transformer, Fused Primary/Secondary
- Qty. 1- Door Mounted Hand/Off/Auto Selector Switch
- Qty. 1- Door Mounted Speed Ref (Pot/PLC) Selector Switch
- Qty. 3- Door Mounted Start Push Button (Start, Stop, Reset)
- Qty. 3- Door-Mounted Pilot Light, (PTT Type)
- Qty. 1- Door Mounted Speed Pot
- Qty. 1- Door-Mounted Elapsed Time Meter
- Qty. 5- Control Relay
- Qty. 1- Thermostat
- Qty. 1- Control Fuse (1A, 250V, Glass)
- Qty. 1- Control Fuse (4A, 250V, Glass)
- Qty. 1- Power Supply w/ UPS, 22.5-30V DC, 360 W
- Enclosure Nameplate
- Enclosure Fan and Filter Kit

NOTE: VFD's will have analog speed control/feedback
F 1 PF755TL 350HP ND AFE in N12 Enclosure
\$67,650
Finish Water Pump 3

One NEMA 12 Enclosure, approximately 91"H x 55.5"W x 24"D (Bottom Cable Entry/Bottom Cable Exit), with the following features:

- Qty. 1- PowerFlex 755TL Drives, Corrosive Gas Protection (XT), Forced Air, Low Harmonic, AFE Drive (PowerFlex 755TL), Type 12/IP54, Floor Mount, ND - 350HP (430A), 480 VAC, 3 PH, Frame 7, Standard EMI Protection, TotalFORCE Control
- Qty. 1- Door Mounted Full Function HIM
- Qty. 1- PF750-115V I/O Module-2AI,2AO,6DI,2RO
- Qty. 1- Input Circuit Breaker Disconnect w/ Padlockable Handle, 65KAIC
- Qty. 1- Control Power Transformer, Fused Primary/Secondary
- Qty. 1- Door Mounted Hand/Off/Auto Selector Switch
- Qty. 1- Door Mounted Speed Ref (Pot/PLC) Selector Switch
- Qty. 3- Door Mounted Start Push Button (Start, Stop, Reset)
- Qty. 3- Door-Mounted Pilot Light, (PTT Type)
- Qty. 1- Door Mounted Speed Pot
- Qty. 1- Door-Mounted Elapsed Time Meter
- Qty. 5- Control Relay
- Qty. 1- Thermostat
- Qty. 1- Control Fuse (1A, 250V, Glass)
- Qty. 1- Control Fuse (4A, 250V, Glass)
- Qty. 1- Power Supply w/ UPS, 22.5-30V DC, 360 W
- Enclosure Nameplate
- Enclosure Fan and Filter Kit

NOTE: VFD's will have analog speed control/feedback



G 1 Power Module Roll - out Cart **\$3,260**
 • Qty. 1- PowerFlex 750 Kit, Power Module Roll-In Installation Cart

H 1 Start Up (6 days x 8 hours) **\$14,730**
 The Drive Start-Up Service ("Start-Up") will include the following work elements:
 •Physical inspection and verification of proper drive and motor installation practices prior to the application of power.
 •Verification of external control wiring.
 •Confirmation of drive cabling to Motor, Line Feed, and Isolation Transformer (if applicable).
 •Incoming line and drive output grounding checks.
 •Voltage Application, Checkout, Calibration and Testing of the drive as appropriate for the application.
 •Tune-up of drive internal regulating loops as appropriate for the application.
 •Adjustment of operation parameters, within drive and motor design limitations, to values as appropriate for the application.
 •Operation of drive through speed range to verify proper performance.
 •Documentation of drive and motor nameplate information, application information, drive settings and operating parameters.
 -----See below description for more details on following page-----

I 1 Training (1 days x 8 hours) **\$2,455**
 If informal training is included in this proposal, unless otherwise agreed to in advance, this training will be provided on site by the Rockwell Automation engineer performing the start-up work. No training manuals will be supplied. No formal classroom training involving printed materials, overhead projectors, or training demo hardware is included. The training may refer to the O&M manuals supplied for the project, but they are not required for training. The training will be informal training and consist of reviewing how to troubleshoot and navigate the new equipment. This is not considered to be formal product training. Demos are not included. The installed equipment would be used for demonstrations. Training may not be recorded.
 Rockwell Automation advises, and Customer acknowledges, that all training classes are designed by Rockwell Automation with the intent that they will be delivered by a knowledgeable Rockwell Automation employee trained on Rockwell Automation products. Much of the training class is designed for learning by the student through hands-on demonstration and training during the class. Accordingly, Rockwell Automation does not permit the use of video recording unless otherwise agreed upon between Rockwell Automation and Customer and written consent is obtained by both parties.

Engineering Services **Included**
 Standard Rockwell Automation as shipped documentation, including:
 • Schematics (paper copy, supplied in cabinet (PDF format upon request))
 • Panel Layout (paper copy, supplied in cabinet (PDF format upon request))
 • Additional documentation options available. See table below for additional information.

TOTAL PRICE **\$220,895**

This proposal is based upon the following:
 • ELEC PLANS.pdf



REVISION HISTORY			
Date:	Description of change:	Edited by:	Revision:
May 26, 2022	None, Original Document	SB/PPJ	EW_FT2205200706PJ
May 27, 2022	<ul style="list-style-type: none"> • Roll out cart added • Entry/Exit changed to Bottom/Bottom • Note added of VFD's will have analog speed control / feedback. 	SB/PPJ	EW_FT2205200706PJ Rev 1
August 04, 2022	Quote Validity updated	SB/PPJ	EW_FT2205200706PJ Rev 2



CSB Quotation #: EW_FT2205200706PJ Rev 2

Purchase Order Instructions: ~~Send Purchase Order to James Whitacre - jwhitacre@cibtcompany.com~~

Delivery: Approval Drawings/Submittals – up to 8 weeks ARO.
Lead time – up to 25 Weeks after Rockwell Automation receipt of approved drawings.
(This does not include time required for special/witness testing and/or dyne testing)

(Delivery based on Stocked Availability at time of purchase, subject to change)

Statement on COVID-19 Pandemic

~~Rockwell Automation is committed to health, safety, and doing all we can to maintain a high level of service for our customers. Together, we will navigate this tough situation with a focus on safety while supporting each other. We are committed to communicating with you about the impact that the ongoing COVID-19 pandemic or its related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding in advance.~~

~~In submitting any purchase order, you acknowledge and agree that Rockwell Automation will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that Rockwell Automation is unable, in the exercise of reasonable commercial efforts, to perform such obligations due to the effects of the COVID-19 pandemic on Rockwell Automation and/or third parties, including, without limitation, logistics and materials suppliers.~~

~~_____~~
~~_____~~

Standard System Documentation

Rockwell Automation will provide the following Electronic documentation:

- Approval Drawings
- O&M Manuals
- Submittals (Optional)

Operator & Maintenance Manuals

Rockwell Automation will supply electronic versions.

Submittals (Optional)

Rockwell Automation standard submittal procedure includes electronic documentation.

~~Note: The price quoted for Electronic only. Hard Copy submittal can be optionally purchased for additional cost.~~

Services

Factory Acceptance Testing

- Rockwell Automation standard test process and procedure are included in this proposal
- NO Factory Acceptance Test included



CSB Quotation #: EW_FT2205200706PJ Rev 2

Start-Up Services

Rockwell Automation will provide start-up assistance for initial commissioning of the following drives:

Qty	Item	Description
1	Item - D	PF755TL 350HP ND AFE in N12 Enclosure
1	Item - E	PF755TL 350HP ND AFE in N12 Enclosure
1	Item - F	PF755TL 350HP ND AFE in N12 Enclosure

The Drive Start-Up Service ("Start-Up") will include the following work elements:

- Physical inspection and verification of proper drive and motor installation practices prior to the application of power.
- Verification of external control wiring.
- Confirmation of drive cabling to Motor, Line Feed, and Isolation Transformer (if applicable).
- Incoming line and drive output grounding checks.
- Voltage Application, Checkout, Calibration and Testing of the drive as appropriate for the application.
- Tune-up of drive internal regulating loops as appropriate for the application.
- Adjustment of operation parameters, within drive and motor design limitations, to values as appropriate for the application.
- Operation of drive through speed range to verify proper performance.
- Documentation of drive and motor nameplate information, application information, drive settings and operating parameters.

To maximize the benefits of this program and minimize any additional charges, the below list of items must be completed prior to the scheduled date of service. If the items listed below are not completed prior to the arrival of a Rockwell Automation representative, any resulting standby time or out of scope services will be billed on an hourly basis at the start-up service rate in effect at the time the service is provided.

- The Drive(s) listed above is (are) mounted and wired per the instruction manual and/or wiring diagram.
- AC primary line voltage is the proper voltage.
- The motor nameplate HP, voltage, and current properly correspond with the controller output ratings.
- All controlling devices (i.e. pressure, flow or temperature transducer, motor thermal, process interface, speed pot, tachometer, etc.) are pre-wired according to the instruction manual or wiring diagrams.
- The signal wiring for any controlling devices is run in separate conduit and consists of shielded and twisted conductors per instruction manual and wiring diagrams.
- All controlling devices for drives are functional for testing at time of Start-Up.
- Customer Personnel are available to assist the Rockwell Automation representative with the operation of the equipment and the facility layout. They will remain on site as necessary for safety reasons.
- The motor is aligned and ready to run. The motor is presently uncoupled from load. Equipment and personnel are available to couple the motor for system operation.
- If applicable, the drive is ready for testing under load. The material is ready for load test immediately following preliminary Start-Up, unless an additional trip is included in this agreement.

Hours: Services are to be provided during normal working hours (defined as 8:00 AM to 5:00 PM, Monday through Friday), exclusive of holidays observed by Rockwell Automation. Any work required outside of these hours will be billed at the labor rate in effect at the time the service is provided.

Scheduling: 14 days advance scheduling notice is required to guarantee pricing. If the request for service is not received by Rockwell Automation 14 days in advance of the scheduled service date, Rockwell Automation will attempt to schedule local resources. If local resources are not available, Rockwell Automation will offer the customer the option of 1) scheduling services for an alternate date when a local resource is available or 2) scheduling an alternative out-of-region resource, which may result in additional travel charges that will be billed at the travel rate in effect at the time the service is provided.

Travel & Expenses: Local travel time & expenses ("Local Travel") are included in the price of the Start-Up included in this proposal. Local Travel applies when there is a Rockwell Automation sales office within 150 miles roundtrip of the Customer site. If Customer site is located outside of 150 miles roundtrip from the nearest Rockwell Automation sales office, the first 3 hours of the Rockwell Automation representative's travel time per day are provided free of charge but all applicable travel expenses (e.g. airfare, car rental, meals, tolls, hotel, etc.) and additional travel time will be billed to Customer at the travel rate in effect at the time the service is provided. If applicable, overnight expenses (e.g. hotel, meals) will be billed as a flat



CSB Quotation #: EW_FT2205200706PJ Rev 2

rate overnight charge per Rockwell Automation published overnight rates. Additional expenses may apply, including, but not limited to, air travel, permits, tolls, customs fees and other incidentals. Such expenses will be billed at cost. All drives are to be available for a contiguous start-up. If multiple trips are required, additional travel charges will apply.

Cancellation and Rescheduling: Customer shall notify Rockwell Automation of any cancellation or intent to reschedule by contacting their project manager. In the event Customer notifies Rockwell Automation of its intent to cancel or reschedule scheduled service less than one (1) business day prior to the date the Rockwell Automation representative is scheduled to begin travel to site, Customer shall reimburse Rockwell Automation for all travel time and expenses incurred with such travel per the above Travel & Expenses guidelines. Rockwell Automation will attempt to reschedule the date of service as requested by the customer, however, Local Travel will not be guaranteed unless an additional 14 days advance notice is provided or local resources are available. If local resources are not available, Rockwell Automation will offer the customer the option of (1) scheduling services for an alternate date when a local resource is available or (2) scheduling an alternative out-of-region resource, which may result in additional travel charges.

Out of Scope and Standby Time: An additional purchase order will be required for any out of scope work or standby time.

Out of scope work includes but is not limited to the following:

- All external wiring and troubleshooting outside of the drive.
- External wiring and troubleshooting related to electrical or mechanical equipment outside of the drive or problems caused by external sources such as networks, electrical transients, corrosion, surface contaminants, excessive ambient air temperatures, abusive operations, etc.
- Network troubleshooting and configuration
- Integration drive and control devices
- Drives that are part of a drive system
- Preventative maintenance services

Standby time includes non-working time spent waiting at the customer's request or due to circumstances beyond Rockwell Automation's control due to job site conditions. It will be invoiced per the rate schedule that is applicable for the time of day and day of the service.

Training Services

If informal training is included in this proposal, unless otherwise agreed to in advance, this training will be provided on site by the Rockwell Automation engineer performing the start-up work. No training manuals will be supplied. No formal classroom training involving printed materials, overhead projectors, or training demo hardware is included. The training may refer to the O&M manuals supplied for the project, but they are not required for training. The training will be informal training and consist of reviewing how to troubleshoot and navigate the new equipment. This is not considered to be formal product training. Demos are not included. The installed equipment would be used for demonstrations. Training may not be recorded.

Rockwell Automation advises, and Customer acknowledges, that all training classes are designed by Rockwell Automation with the intent that they will be delivered by a knowledgeable Rockwell Automation employee trained on Rockwell Automation products. Much of the training class is designed for learning by the student through hands-on demonstration and training during the class. Accordingly, Rockwell Automation does not permit the use of video recording unless otherwise agreed upon between Rockwell Automation and Customer and written consent is obtained by both parties.

Services Not Covered

The following items are **NOT** included in this Statement of Work.

- Installation Engineering
- Installation work of any kind
- Full time site assistance during installation
- Structural, civil, piping, or mechanical designs and installation

Other Special Requirements

If the resultant contract contains other special requirements prior to performance of on-site activities, Customer must advise Rockwell Automation at the time of award so that we may make every effort to comply within the timeframe required by



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Customer. This includes Customer or site specific safety training, background checks, international work visas, and copies of expense receipts.

It is also understood that any associated time and expenses incurred while complying with these requests will be the responsibility of the Customer.

Customer Responsibilities

Single Point of Contact

Customer will designate a representative authorized to act on the plant's behalf with respect to this project. This representative should have a working knowledge of the machinery and process and be available to Rockwell Automation personnel during working hours.

Maintenance, Electrical, and Operations Staff

Customer will provide appropriate personnel knowledgeable in the process, operation and control system supplied to assist Rockwell Automation personnel.

Access to the System

Customer will make the process available to Rockwell Automation personnel during the mutually agreed upon schedule for the purpose of implementing the services and equipment described in this proposal.

Assumptions, Clarifications, and Exceptions

The following assumptions, clarifications and exceptions have been made by Rockwell Automation in the development of this Statement of Work:

Reference	Description	Clarification/Exception
General	Scope/BOM	Clarification: Proposal is made as per available plans received only. No spec available at RFQ. Direction is copy duplicate plans for R1US002949 but utilizing 755TL's. Nothing else included in scope but what is listed. Any changes/modifications will require a change or requote.
Assumptions		
A1	JOB SITE SAFETY: If the Rockwell Automation Field Service Professional deems any situation to be unsafe, Rockwell Automation may choose to refuse service. The following activities may occur: <ul style="list-style-type: none"> Review customer plant safety policies and procedures Survey work environment for personnel safety Validate clearances for serviceability Verify customer locked-out/tagged-out breaker feeding the equipment Obtain safety equipment from customer (if applicable) 	
A2	All aspects of mechanical, electrical and process safety are requirements of Customer.	
Clarifications		
C1	Information Security Standards In the performance of all Work pursuant to this Agreement and Statement of Work, Buyer and Rockwell Automation will comply with the following standards and practices: <ol style="list-style-type: none"> Data Transmission Buyer agrees that all transmission or exchange of sensitive data with Rockwell Automation shall take place via secure means (e.g., Rockwell Automation's SharePoint system; password-protected, using a complex password; encrypted WinZip sent via e-mail, or, for large files, Hightail File Transfer Service; Secure File Transfer Protocol (SFTP); physical media such as paper/DVD sent securely; or another equally secure means of 	

	<p>transport). If Buyer requires Rockwell Automation to use a Buyer-specified system, the security of the data in transit and at rest once sent from Rockwell Automation is Buyer's sole responsibility.</p> <p>2. Customer-Provided Hard Disk</p> <p>If Rockwell Automation personnel are required to use Buyer-provided hard disks, Buyer agrees to provide the hard disk with designated backup and recovery processes and in encrypted form, using commercially supported or industry 'best of breed' open source encryption solutions. The Buyer must use commercially reasonable efforts to ensure against introduction of any malicious software into Rockwell Automation's systems. These efforts include the implementation of security patches and antivirus or anti-malware solutions to remediate any vulnerabilities.</p> <p>3. Remote Access</p> <p>Remote access by Rockwell Automation's personnel into Buyer's control system(s) must be accomplished in accordance with either Buyer or Rockwell Automation procedures, whichever is more stringent. If Buyer requires Rockwell Automation personnel to use Buyer-specified procedures, the security of the connection/session is Buyer's sole responsibility, and Buyer is solely responsible for logging activities of all users accessing the Buyer's system.</p>
C2	Labor, equipment, and materials required for installation are not included in this Statement of Work.
C3	Customer is responsible for compliance with all local codes and ordinances.
C4	Motor Full Load Amps (FLA) is required in order to properly size the drives. If FLA is not available at the time of the proposal, VFDs are sized based on HP requested using NEC 2014 Table 430.250 data. If motor data is received at a later date which increases the size of the VFDs, Rockwell Automation reserves the right to increase pricing accordingly.
C5	Motor design, cable lead length and type are required in order to determine if DV/DT filters are required in the design. If information is received post proposal, and it is determined filters are required, Rockwell Automation reserves the right to increase the price accordingly.
C6	When sizing drive/motor combinations, Rockwell Automation assumes that inverter duty motors have a service factor of 1.0 when run on VFD power, in accordance with NEMA MG1 Section 31.3.7.
C7	<p>VFD Technical Details</p> <ul style="list-style-type: none"> • The drives have adjustable carrier frequency of 2-10 KHz. The drive ratings are based on 4 KHz setting. • Rockwell Automation packaged drives are rated for 1000m, at 0-40 deg C. • Rockwell Automation drives have a +/- 10% voltage tolerance. • Rockwell Automation VFD PCB connections are not all gold plated. • See Publication 750-TD001 -EN-P for full details.
C8	Power factor correction caps should not be used with Rockwell Automation drives.
C9	The door mounted HIM is not available with a keypad key switch. Also, the HIM backlight and DC bus parameter can provide indication that the bus is charged.
C10	Power and motor cable termination lugs are the responsibility of the purchaser, not Rockwell Automation.
C11	Wire markers, if required per Customer specification, are sleeve-type and applied to Customer wiring points only.
C12	Non-current-carrying parts will be painted with a Rockwell Automation standard paint color.
C13	Each VFD goes through Rockwell Automation standard testing procedures (including run-in testing) before shipped. Rockwell Automation can also customize a test procedure to meet your specific project needs. Extended tests are not included unless specifically listed in this proposal. Contact your Rockwell Automation sales office for further details and pricing
C14	Field testing and the equipment to perform the required field testing is not included in this Statement of Work.
C15	RoHS: Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.
C16	Any Customer supplied equipment shipped to a Rockwell Automation facility will be subject to a mounting and handling fee.

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C17	Provisions must be made by the receiving party for storage in a clean, dry, temperature controlled facility immediately after conducting a thorough receiving inspection. In the event purchaser is unable to accept shipment upon notification of Rockwell Automation's readiness to ship, goods shall be placed in suitable storage by Rockwell Automation. Storage charges, escalation charges (if applicable) and any charges for drayage, re-inspection by quality assurance, etc. will be accrued to the account of the purchaser.
C18	Seismic classification and environmental requirements are not included in the scope of this proposal; however, Rockwell Automation can provide a quote for "seismic anchoring calculations" stamped by a certified PE that will provide anchorage requirements based on seismic mounting requirements at the project site.

Table 1: Assumptions, Clarifications, and Exceptions

Rockwell Automation proposals from FasTrac- The Customer is solely responsible for determining if the Products requirements specified are acceptable for their intended use. Rockwell Automation disclaims all liabilities relative to Customer's specifications for the Product and its intended use. Any Product requirements or other deliverables beyond what was specified in the FasTrac proposal shall not be included as part of the Product deliverable and if acceptable by Rockwell Automation shall be subject to an equitable adjustment to price, scheduling and other affected terms and conditions.

Unless otherwise stated in this Statement of Work, the following is not included: Municipality Specification Review, Drive Selection, Project Spec Generation, O & M Manuals, Submittal Drawings, Custom Control Circuit, Testing, Harmonic Analysis and Training. Any of these deliverables, or other deliverables required outside of the Statement of Work could result in monetary change orders or order cancellation.

Commitment for System Sales through Distribution

General. This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, and/or software (individually a "Product" and collectively "Products"), and/or services ("Services") and/or Products and Services described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "Work") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement of Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer that are intended to apply to the sale through distribution of Products, Services, and/or Work covered by this Commitment supersede these terms.

Warranty. (a) Warranty for the Work: Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the Work will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Work are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Work have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) Products Warranty: Rockwell Automation warrants to Customer for the period of 18 months from shipment, that the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the Product are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the Product have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (d) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(c) Services Warranty: Rockwell Automation warrants to Customer for a period of 30 days from the date services are provided that service shall be performed in a workmanlike manner conforming to standard industry practice.

(d) Remedies: Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products and/or Services involved, but only after Rockwell Automation's receipt of Customer's written notification of non-conforming Products, Services or Work and the return of such products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the Products, Services or Work, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(e) General: Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect, improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(f) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

Disclaimer and Limitation of Liability. NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, DATA, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER

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CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

Software Licenses and Ownership. (a) *Standard Software.* Software comprised of firmware or standard software (including, but not limited to packaged software, Rockwell Automation's preexisting templates, models and library files, and commercially available software) (collectively "Standard Software") is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party click-wrap license agreements provided with such Standard Software. Such terms and conditions shall be the exclusive terms and conditions applicable to such Standard Software, excluding Customer's obligation to pay any license fee which shall be identified in the Statement of Work.

(b) *Documentation and Application Software.* Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the Work all documentation and any Application Software created by Rockwell Automation as specified in the Statement of Work. Application Software includes application project files for control programming, design, configuration, and visualization in source code and/or scripting code created by Rockwell Automation under the Agreement for operational use with Rockwell Automation's Standard Software or the Customer's system as specified in the Statement of Work. Customer is solely responsible for its modifications to documentation and Application Software. Except for any Customer or third-party confidential information, Rockwell Automation retains all right, title, and interest to documentation and Application Software developed by Rockwell Automation. Customer shall not sublicense or assign the documentation or the Application Software except to a customer who purchases the Work from Customer. Customer may make an additional archival copy of such documentation and Application Software for backup.

(c) In the absence of a separate Rockwell Automation license agreement for software provided by Rockwell Automation under a Statement of Work, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such software solely in conjunction with the Work for the project identified in the Statement of Work without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software (except for modifications of Application Software as set forth above). Ownership of the respective Rockwell Automation or third-party software shall remain with Rockwell Automation or the third party.

(d) *Ownership of Pre-existing Intellectual Property.* Each party shall own all right, title, and interest in all patents, trademarks, copyrights, confidential information, trade secrets, mask rights, and other intellectual property rights as it owned on the date of this Agreement.

(e) *No Other Licenses.* Except as expressly set forth in this Agreement, no license under any patents, trademarks, copyrights, confidential information, trade secrets, mask rights, or other intellectual property rights is granted or implied by either party.

Government Clauses and Contracts. No government contract clauses, specification, or regulations apply to the Work, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

Confidentiality. (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

Delivery. Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the Work remains with Rockwell Automation or its suppliers and licensors.

Acceptance. (a) Acceptance of the Work occurs either (i) on the date the Work conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 60 days from start-up or 120 days following Delivery whichever occurs first; or (ii) if no acceptance criteria is specified in the Statement of Work then acceptance occurs upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation provided interim Work deliverable requiring Customer approval pursuant to the Statement of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

Changes. Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the Products, Services or Work; (b) concealed or otherwise unknown physical conditions differing materially from those indicated or anticipated in the Statement of Work or that



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otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) any emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

Temporary Suspension of Work by Customer. Except as set forth in the applicable Statement of Work, Customer may, by providing prior written notice, request that Rockwell Automation temporarily suspend performance and delivery of the Work, in whole or in part. The notice shall specify the portion of the Work to be suspended, the effective date of suspension, Customer's anticipated duration of suspension, and the reasons for the suspension. Rockwell Automation shall suspend performance as requested, except as necessary for the care or preservation of Work previously executed. On or before the date the suspension begins, Customer must pay Rockwell Automation the unpaid balance of the portion of the Work previously executed plus any additional costs incurred by Rockwell Automation as a result of the suspension. Rockwell Automation shall resume the suspended Work after a change order is executed covering adjustments to the contract price, schedule, and any other affected terms or conditions resulting from the suspension. Unless otherwise agreed, the maximum cumulative period for suspension is 60 days. Upon expiration of this or any shorter period agreed upon as provided above, Rockwell Automation may terminate this Agreement, and Customer shall pay all costs of cancellation (including third-party commitments, reasonable profit, and overhead) upon submission of Rockwell Automation's invoices.

Safety and Standards. Rockwell Automation is responsible for compliance of the Work with laws, regulations, and standards, including safety regulations and standards, of the country where the Work will be located that are applicable to the Work at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the Work. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

Site Rules, Licenses, Permits, Site Preparation. (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being safe, hazard free, structurally sound, and sufficient; (4) reasonable access to the worksite, (5) properly using, calibrating operating, monitoring and maintaining the Work consistent with all Rockwell Automation or third-party provided instructions, warnings, recommendations and documentation; (6) all other factors affecting the Work that are outside of the direct control of Rockwell Automation; and indemnifying Rockwell Automation for any claims to the percentage extent directly caused by Customer's breach of the obligations listed in this section (b).

Customer Specification. (a) Unless otherwise specified in the Statement of Work, Rockwell Automation does not warrant or indemnify and will not otherwise be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the Work or Products, (ii) products supplied by, made by or sourced from Customer or other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.) Any warranty or indemnity applicable to such Customer supplied/specified products will be limited solely to the warranty or indemnity, if any, extended by the original manufacturer or vendor other than Rockwell Automation to the extent permissible thereunder.

(b) **RoHS:** Customer supplied/specified products will meet all applicable material restrictions as defined in RoHS. If it does not, Customer will notify Rockwell Automation prior to shipment of the Customer supplied/specified products to Rockwell Automation. Customer will indemnify Rockwell Automation against any claim arising out of Rockwell Automation's use of Customer supplied/specified products.

Customer Information. (a) Customer represents and warrants that it has the rights to the information provided or made available by Customer to Rockwell Automation, including but not limited to technical specifications, drawings, source code, application code, communication interfaces, protocols, and all other documentation (collectively "Customer Information"), for Rockwell Automation to perform its obligations under this Agreement and that such access to and use of Customer Information under this Agreement will not infringe or violate any agreement, confidentiality obligations, copyrights, or other intellectual property rights of the original vendor or any other third party. Customer agrees to indemnify Rockwell Automation from any claims arising out of Rockwell Automation's use of Customer Information pursuant to the Statement of Work.

(b) In Rockwell Automation's performance of services, sales activities, or in connection with Customer's use of Rockwell Automation Products, Rockwell Automation may obtain, receive, or collect data or information, including Customer's contract information, computer system profile, Rockwell Automation Product installation data, and Customer's usage specific data of Rockwell Automation Products (collectively, the "Data"). In such cases, Customer grants Rockwell Automation a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of the Data solely to facilitate the performance of sales and services by Rockwell Automation and its affiliates (including, but not limited to, quality, safety, energy, and security analytics, product and service diagnostics and prognostics, and reporting), and to facilitate or improve Customer's use of the Products. In addition, Customer grants Rockwell Automation and its affiliates a license to use and aggregate the Data in support of Rockwell Automation's marketing and sales activities. Rockwell Automation and its affiliates may also use this



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information in the aggregate, in a form which does not personally identify Customer, to improve Products and Rockwell Automation may share anonymous aggregate data with our third party suppliers and service providers.

Independent Terms. Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

Effective Date. This Commitment will become effective when Customer purchases the Work from Distributor. Customer agrees that by purchasing the Work it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

Accepted.

Customer: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0045

Adopted Date January 10, 2023

CANCEL REGULARLY SCHEDULED COMMISSIONERS' MEETINGS OF THURSDAY,
JANUARY 12, 2023 AND TUESDAY, JANUARY 17, 2023

BE IT RESOLVED, to cancel the regularly scheduled Commissioners' Meetings of Thursday,
January 12, 2023 and Tuesday, January 17, 2023.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor
Commissioners' file
Press

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0046

Adopted Date January 10, 2023

ACKNOWLEDGE RECEIPT OF DECEMBER 2022 FINANCIAL STATEMENT


BE IT RESOLVED, to acknowledge receipt of the December 2022 County Financial Statement for Funds #1101 through #6650; as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor (file)
S. Spencer
Tina Osborne

Financial Statement for 2022 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
1101	GENERAL FUND	80,584,425.04	7,457,498.99	23,586,128.43	64,455,795.60	331,733.06	64,787,528.66
2201	SENIOR CITIZENS SERVICE LEVY	7,425,879.02	0.00	1,018,297.99	6,407,581.03	0.00	6,407,581.03
2202	MOTOR VEHICLE	9,266,415.10	2,347,908.80	3,183,727.16	8,430,596.74	222,445.79	8,653,042.53
2203	HUMAN SERVICES	755,810.53	527,246.96	411,915.53	871,141.96	47,178.32	918,320.28
2204	COVID19 EMERGENCY RENTAL ASSIS	4,589,669.86	0.00	-1,922.00	4,591,591.86	2,000.00	4,593,591.86
2205	BOARD OF DEVELOPMENTAL DISABIL	36,100,770.26	533,571.35	1,308,717.10	35,325,624.51	164,994.71	35,490,619.22
2206	DOG AND KENNEL	660,647.18	142,583.71	38,789.16	764,441.73	1,713.48	766,155.21
2207	LAW LIBRARY RESOURCES FUND	121,964.03	21,785.84	59,816.14	83,933.73	27,543.42	111,477.15
2208	CO&TRANSIT MEDICAID SALES TAX	0.00	0.00	0.00	0.00	0.00	0.00
2209	BOE ELECTIONS SECURITY GRANTS	8,943.28	10.06	3,915.23	5,038.11	3,915.23	8,953.34
2210	LOCAL CORONAVIRUS RELIEF FUND	0.00	0.00	0.00	0.00	0.00	0.00
2211	LOCAL FISCAL RECOVERY FUND	21,669,603.73	0.00	1,733,190.14	19,936,413.59	6,432.00	19,942,845.59
2212	ONEOHIO OPIOID SETTLEMENT FUND	91,192.54	0.00	0.00	91,192.54	0.00	91,192.54
2215	VETERAN'S MEMORIAL	9,678.84	0.00	0.00	9,678.84	0.00	9,678.84
2216	RECORDER TECH FUND 317.321	280,767.15	8,023.50	51,981.97	236,808.68	3,651.11	240,459.79
2217	BOE TECHNOLOGY FUND 3501.17	1,833,096.19	0.00	0.00	1,833,096.19	0.00	1,833,096.19
2218	COORDINATED CARE	613,891.85	5,435.00	51,759.00	567,567.85	17,722.50	585,290.35
2219	WIRELESS 911 GOVERNMENT ASSIST	435,388.26	18,665.26	14,158.99	439,894.53	0.00	439,894.53
2220	CP INDIGENT DRVR INTRLK/MONITG	10,434.26	287.35	0.00	10,721.61	0.00	10,721.61
2221	CC/MC INDIGENT DRIVER INTERLOC	119,002.57	1,102.09	0.00	120,104.66	0.00	120,104.66
2222	JUV INDIGENT DRIVER INTERLOCK	2,414.75	52.63	0.00	2,467.38	0.00	2,467.38
2223	PROBATE/JUVENILE SPECIAL PROJ	334,973.10	2,842.09	23,300.00	314,515.19	0.00	314,515.19
2224	COMMON PLEAS SPECIAL PROJECTS	196,472.16	4,064.00	2,800.00	197,736.16	500.00	198,236.16
2227	PROBATION SUPERVISION 2951.021	791,616.48	4,510.78	10,945.29	785,181.97	453.11	785,635.08
2228	MENTAL HEALTH GRANT	155,148.69	0.00	0.00	155,148.69	0.00	155,148.69
2229	MUNICIPAL MOTOR VEH PERMIS TAX	3,064,933.84	41,327.70	0.00	3,106,261.54	0.00	3,106,261.54
2231	CO LODGING ADD'L 1%	97,317.58	74,765.02	97,317.58	74,765.02	0.00	74,765.02

Financial Statement for 2022 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2232	COUNTY LODGINGS TAX (FKA 7731)	291,952.44	224,294.66	291,952.44	224,294.66	0.00	224,294.66
2233	DOMESTIC SHELTER	20,649.00	3,189.00	0.00	23,838.00	0.00	23,838.00
2237	REAL ESTATE ASSESSMENT	4,971,575.00	0.00	117,728.89	4,853,846.11	1,014.53	4,854,860.64
2238	WORKFORCE INVESTMENT BOARD	140,847.36	369,502.33	266,996.58	243,353.11	8,940.00	252,293.11
2243	JUVENILE GRANTS	342,255.91	0.00	1,747.50	340,508.41	0.00	340,508.41
2245	CRIME VICTIM GRANT FUND	19,174.14	2,649.69	5,969.73	15,854.10	0.00	15,854.10
2246	JUVENILE INDIGENT DRIVER ALCOH	20,877.45	136.60	0.00	21,014.05	0.00	21,014.05
2247	FELONY DELINQUENT CARE/CUSTODY	683,886.75	0.00	95,572.02	588,314.73	713.26	589,027.99
2248	TAX CERTIFICATE ADMIN FUND	28,616.07	0.00	68.00	28,548.07	0.00	28,548.07
2249	DTAC-DELINQ TAX & ASSESS COLLE	709,538.45	1,263.60	20,829.55	689,972.50	2,067.02	692,039.52
2250	CERT OF TITLE ADMIN FUND	4,216,293.87	172,070.67	1,094,693.94	3,293,670.60	458.57	3,294,129.17
2251	COAP GRANT - OPIOD ABUSE PROG	0.00	0.00	0.00	0.00	0.00	0.00
2252	WC TECHNOLOGY CRIMES UNIT	0.00	0.00	0.00	0.00	0.00	0.00
2253	COUNTY COURT PROBATION DEPT	0.00	0.00	0.00	0.00	0.00	0.00
2254	CCMEP/TANF	94,108.29	16,686.42	82,268.82	28,525.89	1,786.61	30,312.50
2255	MUNICIPAL VICTIM WITNESS FUND	61,996.08	0.00	6,353.06	55,643.02	0.00	55,643.02
2256	WARREN COUNTY SOLID WASTE DIST	1,145,630.94	9,761.17	12,586.95	1,142,805.16	1,171.00	1,143,976.16
2257	OHIO PEACE OFFICER TRAINING	125,354.32	0.00	200.00	125,154.32	0.00	125,154.32
2258	WORKFORCE INVESTMENT ACT FUND	99,879.26	97,306.43	88,898.19	108,287.50	23,362.03	131,649.53
2259	JTPA	1,675.19	0.00	0.00	1,675.19	0.00	1,675.19
2260	OHIO WORKS INCENTIVE PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00
2261	PASS THROUGH GRANTS	200.01	91,047.75	0.00	91,247.76	0.00	91,247.76
2262	COMMUNITY CORRECTIONS MONITORI	833,130.62	49,639.62	24,703.30	858,066.94	170.00	858,236.94
2263	CHILD SUPPORT ENFORCEMENT	1,663,436.78	109,711.01	226,689.79	1,546,458.00	13,234.55	1,559,692.55
2264	EMERGENCY MANAGEMENT AGENCY	277,159.34	0.00	20,027.57	257,131.77	1,016.06	258,147.83
2265	COMMUNITY DEVELOPMENT	464,048.59	648,597.07	529,617.82	583,027.84	0.00	583,027.84
2266	COMM DEV-ENT ZONE MONITOR FEES	113,063.00	0.00	0.00	113,063.00	0.00	113,063.00

Financial Statement for 2022 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2267	LOEB FOUNDATION GRANT	0.00	13,250.00	0.00	13,250.00	0.00	13,250.00
2268	INDIGENT GUARDIANSHIP FUND	263,205.35	1,590.00	152.07	264,643.28	0.00	264,643.28
2269	INDIGENT DRIVER ALCOHOL TREATM	738,139.67	4,627.81	0.00	742,767.48	0.00	742,767.48
2270	JUVENILE TREATMENT CENTER	303,947.19	25,997.53	108,737.21	221,207.51	1,770.61	222,978.12
2271	DTAC-PROSECUTOR ORC 321.261	266,495.90	0.00	14,863.44	251,632.46	125.00	251,757.46
2272	CP INDIGENT DRVR ALC TREATMT	48,277.05	0.00	0.00	48,277.05	0.00	48,277.05
2273	CHILDREN SERVICES	9,597,990.48	2,846,450.52	542,899.19	11,901,541.81	156,114.70	12,057,656.51
2274	COUNTY COURT COMPUTR 1907.261A	82,548.76	893.00	1,469.17	81,972.59	0.00	81,972.59
2275	COUNTY CRT CLK COMP 1907.261B	61,498.62	2,733.57	0.00	64,232.19	0.00	64,232.19
2276	PROBATE COMPUTER 2101.162	98,590.63	495.00	0.00	99,085.63	0.00	99,085.63
2277	PROBATE CLERK COMPUTR 2101.162	276,421.01	1,650.00	0.00	278,071.01	0.00	278,071.01
2278	JUVENILE CLK COMPUTR 2151.541	44,589.83	1,122.08	0.00	45,711.91	0.00	45,711.91
2279	JUVENILE COMPUTER 2151.541	46,823.07	335.57	0.00	47,158.64	0.00	47,158.64
2280	COMMON PLEAS COMPUTER 2303.201	80,328.74	954.00	0.00	81,282.74	0.00	81,282.74
2281	DOMESTIC REL COMPUTER 2301.031	9,223.56	189.00	0.00	9,412.56	0.00	9,412.56
2282	CLERK COURTS COMPUTER 2303.201	28,817.10	3,641.00	0.00	32,458.10	0.00	32,458.10
2283	COUNTY CT SPEC PROJ 1907.24B1	2,076,900.76	19,158.13	66,968.19	2,029,090.70	50.00	2,029,140.70
2284	COGNITIVE INTERVENTION PROGRAM	418,864.85	7,464.80	2,096.93	424,232.72	0.00	424,232.72
2285	CONCEALED HANDGUN LICENSE	805,851.36	4,425.00	5,327.70	804,948.66	0.00	804,948.66
2286	SHERIFF-DRUG LAW ENFORCEMENT	6,293.44	150.00	1,113.55	5,329.89	618.44	5,948.33
2287	SHERIFF-LAW ENFORCEMENT TRUST	309,471.26	4,343.54	2,323.48	311,491.32	343.85	311,835.17
2288	COMM BASED CORRECTIONS DONATIO	1,409.92	0.00	0.00	1,409.92	0.00	1,409.92
2289	COMMUNITY BASED CORRECTIONS	356,171.97	0.00	128,031.97	228,140.00	2,180.32	230,320.32
2290	HAZ MAT EMERG PLAN SPEC FUND	4.48	0.00	0.00	4.48	0.00	4.48
2291	SHERIFF-D.A.R.E. PROGRAM	1,436.14	468.18	0.00	1,904.32	0.00	1,904.32
2292	TRAFFIC SAFETY PROGRAM-SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00
2293	SHERIFF GRANTS	15,082.00	0.00	0.00	15,082.00	0.00	15,082.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
2294	SHERIFF DARE LAW ENFORC GRANT	4,721.75	0.00	4,721.75	0.00	4,721.75	4,721.75
2295	TACTICAL RESPONSE UNIT	20,013.72	0.00	0.00	20,013.72	0.00	20,013.72
2296	COMP REHAB DWNPMT ASST COMMDEV	47,144.73	0.00	0.00	47,144.73	0.00	47,144.73
2297	ENFORCEMT & EDUCATN 4511.19G5A	136,463.83	768.00	0.00	137,231.83	0.00	137,231.83
2298	REHAB INC FUNDS	80,123.46	0.00	0.00	80,123.46	0.00	80,123.46
2299	COUNTY TRANSIT	1,390,069.37	5,775.35	76,048.84	1,319,795.88	137,523.54	1,457,319.42
3327	BOND RETIREMENT SPECIAL ASSMT	47,461.88	0.00	0.00	47,461.88	0.00	47,461.88
3360	STATE OPWC LOAN	0.00	0.00	0.00	0.00	0.00	0.00
3368	2013 RADIO SYSTEM BONDS	0.00	0.00	0.00	0.00	0.00	0.00
3384	TAX INCREMENT FINANCING - P&G	0.00	0.00	0.00	0.00	0.00	0.00
3393	RID BOND GREENS OF BUNNEL	3,000,580.95	0.00	0.00	3,000,580.95	0.00	3,000,580.95
3395	JAIL BONDS 2019	0.00	0.00	0.00	0.00	0.00	0.00
4401	COUNTY WIDE FINANCIAL SOFTWARE	212,155.46	0.00	0.00	212,155.46	0.00	212,155.46
4430	DEFAULTED SUBDIVISION SPEC ASM	399,158.40	0.00	0.00	399,158.40	0.00	399,158.40
4431	SOCIALVILLEFOSTERSBRIDGE&WALL	0.00	0.00	0.00	0.00	0.00	0.00
4432	EDWARDSVILLE ROAD BRIDGE	0.00	0.00	0.00	0.00	0.00	0.00
4433	MIDDLEBORO RD BRIDGE REHAB	0.00	0.00	0.00	0.00	0.00	0.00
4434	LIBERTY WAY/MASON RD TURN LANE	0.00	0.00	0.00	0.00	0.00	0.00
4435	STROUT RD BRIDGE 207-0.02	0.00	0.00	0.00	0.00	0.00	0.00
4436	ZOAR RD IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00	0.00
4437	KING AVE BRIDGE PROJECT	155,408.88	2,103,677.74	1,180,007.69	1,079,078.93	0.00	1,079,078.93
4438	NB COLUMBIA/3C RIGHT TURN LN	273,295.38	21,576.39	294,871.77	0.00	0.00	0.00
4439	VARIOUS WATER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4449	VARIOUS SEWER ASSESSMENT PROJE	0.00	0.00	0.00	0.00	0.00	0.00
4450	ESTATES OF KEEVER CREEK ROAD P	0.00	0.00	0.00	0.00	0.00	0.00
4451	ROAD INFRASTRUCTURE	15,550,000.00	10,000,000.00	0.00	25,550,000.00	0.00	25,550,000.00
4453	OLD 122 & TWP LINE RD ROUNDABO	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
4454	FIELDS-ERTEL RD IMPROV PROJ	652,142.52	0.00	0.00	652,142.52	0.00	652,142.52
4455	PHASE II ROAD RESURFACING	0.00	0.00	0.00	0.00	0.00	0.00
4463	FIELDS-ERTEL AND COLUMBIA ROAD	0.00	0.00	0.00	0.00	0.00	0.00
4467	COUNTY CONST PROJECTS	3,913,501.05	2,055,000.00	113,761.15	5,854,739.90	91,895.96	5,946,635.86
4479	AIRPORT CONSTRUCTION	983,562.20	12,160.00	0.00	995,722.20	0.00	995,722.20
4484	P&G TIF ROAD CONSTRUCTION	114,215.38	0.00	0.00	114,215.38	0.00	114,215.38
4485	MIAMI VALLEY GAMING TIF	1,052,983.66	0.00	22,511.25	1,030,472.41	0.00	1,030,472.41
4489	TOWNE CENTER BLVD EXTENSION	0.00	0.00	0.00	0.00	0.00	0.00
4492	COMMUNICATION PROJECTS	5,674,760.07	2,164,190.00	163,811.92	7,675,138.15	0.00	7,675,138.15
4493	REDEVELOPMENT TAX EQUIV FUND	328,692.80	0.00	0.00	328,692.80	0.00	328,692.80
4494	COURTS BUILDING	7,312,373.33	2,060,000.00	0.00	9,372,373.33	0.00	9,372,373.33
4495	JAIL CONSTRUCTION SALES TAX	7,740,544.39	1,119,004.85	0.00	8,859,549.24	1,279,673.63	10,139,222.87
4496	JUVENILE DETENTION ADDN & RENO	259,785.28	0.00	0.00	259,785.28	0.00	259,785.28
4497	JAIL CONSTRUCTION & REHAB	8,668,154.13	0.00	0.00	8,668,154.13	0.00	8,668,154.13
4498	COUNTY FAIRGROUNDS CONSTRUCTN	0.00	0.00	0.00	0.00	0.00	0.00
4499	JUVENILE/PROBATE CT EXPANSION	472,507.59	0.00	0.00	472,507.59	0.00	472,507.59
5510	WATER REVENUE	26,970,288.03	1,454,002.15	1,232,278.74	27,192,011.44	247,847.97	27,439,859.41
5574	LOWER LITTLE MIAMI WASTEWATER	0.00	0.00	0.00	0.00	0.00	0.00
5575	SEWER CONST PROJECTS	1,982,872.81	2,230.70	344,432.14	1,640,671.37	16,818.15	1,657,489.52
5580	SEWER REVENUE	31,506,245.19	1,220,712.38	1,014,704.60	31,712,252.97	228,955.14	31,941,208.11
5581	SEWER IMPROV-WC VOCATIONAL SCH	280,481.76	0.00	3,374.84	277,106.92	0.00	277,106.92
5583	WATER CONST PROJECTS	2,846,505.27	32,497.86	1,079,065.85	1,799,937.28	96,072.65	1,896,009.93
5590	STORM WATER TIER 1	144,172.63	0.00	2,750.00	141,422.63	0.00	141,422.63
6619	VEHICLE MAINTENANCE ROTARY	139,198.97	39,670.64	42,448.22	136,421.39	7,882.27	144,303.66
6630	SHERIFF'S POLICING REVOLV FUND	844,948.50	0.00	388,662.58	456,285.92	0.00	456,285.92
6631	COMMUNICATIONS ROTARY	334,679.46	3,377.54	4,646.19	333,410.81	167.44	333,578.25
6632	HEALTH INSURANCE	3,377,279.49	1,192,042.91	1,658,975.45	2,910,346.95	41,525.35	2,951,872.30

Financial Statement for 2022 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
6636	WORKERS COMP SELF INSURANCE	1,647,345.65	0.00	31,449.93	1,615,895.72	10,420.69	1,626,316.41
6637	PROPERTY & CASUALTY INSURANCE	328,503.45	3,699.00	1,000.00	331,202.45	0.00	331,202.45
6650	GASOLINE ROTARY	213,697.00	63,251.40	118,622.76	158,325.64	9,813.58	168,139.22
7707	P.E.R.S. ROTARY	2,717.01	0.00	0.00	2,717.01	0.00	2,717.01
7708	TOWNSHIP FUND	0.00	457,827.36	457,827.36	0.00	0.00	0.00
7709	CORPORATION FUND	1,441.07	200,681.93	202,123.00	0.00	2,608.88	2,608.88
7713	WATER-SEWER ROTARY FUND	202,377.35	2,959,651.50	2,761,986.68	400,042.17	42,703.37	442,745.54
7714	PAYROLL ROTARY	1,026,563.83	3,564,630.26	4,475,810.85	115,383.24	808,355.26	923,738.50
7715	NON PARTICIPANT ROTARY	17,406.24	772.32	6,564.72	11,613.84	1,930.80	13,544.64
7716	SCHOOL	0.00	100,000.00	100,000.00	0.00	0.00	0.00
7717	UNDIVIDED GENERAL TAX	6,716,946.26	498,726.21	374,346.16	6,841,326.31	162,672.51	7,003,998.82
7718	TANGIBLE PERSONAL PROPERTY.	0.00	0.00	0.00	0.00	0.00	0.00
7719	TRAILER (LIKE REAL ESTATE) TAX	8,023.03	341.51	0.00	8,364.54	0.00	8,364.54
7720	LOCAL GOVERNMENT FUND	0.00	456,942.23	456,942.23	0.00	0.00	0.00
7721	SPECIAL DISTRICTS	0.00	0.00	0.00	0.00	0.00	0.00
7722	CIGARETTE LICENSE TAX	236.04	183.54	0.00	419.58	0.00	419.58
7723	GASOLINE TAX	0.00	545,840.70	545,840.70	0.00	0.00	0.00
7724	WC PORT AUTHORITY FUND	126,451.76	0.00	0.00	126,451.76	0.00	126,451.76
7725	UNDIVIDED WIRELESS 911 GOV ASS	20,108.24	37,330.54	38,773.50	18,665.28	0.00	18,665.28
7726	MOTOR VEHICLE LICENSE TAX	0.00	885,272.15	885,272.15	0.00	0.00	0.00
7727	RE RATE CORRECT/REFUNDS	0.00	0.00	0.00	0.00	0.00	0.00
7728	TREASURER TAX REFUNDS	9,786.74	8,870.44	0.00	18,657.18	43,422.55	62,079.73
7729	CORONAVIRUS RELIEF DIST FUND	0.00	0.00	0.00	0.00	0.00	0.00
7731	COUNTY LODGING TAX	0.00	0.00	0.00	0.00	0.00	0.00
7734	REAL ESTATE ADVANCE PAYMENT	20,454.82	0.00	0.00	20,454.82	0.00	20,454.82
7738	WIB PASS THRU OHIO TO WORK	0.00	0.00	0.00	0.00	0.00	0.00
7740	TRAILER TAX	0.00	0.00	0.00	0.00	0.00	0.00

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FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7741	LIFE INSURANCE	22,072.73	10,552.50	10,572.33	22,052.90	0.00	22,052.90
7742	LIBRARIES	0.00	527,205.87	527,205.87	0.00	0.00	0.00
7744	ARMCO PARK TOURNAMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00
7745	STATE	1,460.89	1,087.41	2,528.08	20.22	2,528.08	2,548.30
7746	MIAMI CONSERVANCY DISTRICT FUN	0.00	0.00	0.00	0.00	0.00	0.00
7747	ADVANCE ESTATE TAX	845.74	0.00	0.00	845.74	0.00	845.74
7751	UNDIVIDED INTEREST	442,098.86	132,364.58	142,389.54	432,073.90	0.00	432,073.90
7754	OHIO ELECTIONS COMMISSION FUND	0.00	0.00	0.00	0.00	0.00	0.00
7756	SEWER ROTARY	45,897.00	8,096.00	0.00	53,993.00	0.00	53,993.00
7757	MERCY PASS THROUGH TO TID	1,208,195.15	5,727,277.34	1,208,195.15	5,727,277.34	0.00	5,727,277.34
7758	WIA PASS THROUGH TO BUTLER/CLE	0.00	239,851.64	239,851.64	0.00	0.00	0.00
7761	OUTSIDE ENTITY FLOWTHRU	0.00	0.00	0.00	0.00	0.00	0.00
7765	RECORDER'S ESCROW FUND	29,478.83	695.85	971.20	29,203.48	0.00	29,203.48
7766	ESCROW ROTARY	845,477.35	0.00	0.00	845,477.35	0.00	845,477.35
7767	UNIDENTIFIED DEPOSITS	0.00	0.00	0.00	0.00	0.00	0.00
7768	RE TAX PYMT PRO/PRE/SALES	44,540.70	5,085.38	0.00	49,626.08	0.00	49,626.08
7769	BANKRUPTCY POST PETITION CONDU	28,609.07	2,117.36	0.00	30,726.43	0.00	30,726.43
7773	SEX OFFENDER REGISTRATION FEE	0.00	100.00	100.00	0.00	225.00	225.00
7774	ARSON OFFENDER REGISTR FEE	245.00	0.00	0.00	245.00	0.00	245.00
7775	UNDIVIDED SHERIFF WEB CHECK FE	8,746.12	10,815.25	10,219.50	9,341.87	89.00	9,430.87
7776	UNDIVIDED EVIDENCE SHERIFF	15,938.34	12,377.00	0.00	28,315.34	0.00	28,315.34
7777	UNDIVIDED FEDERAL & STATE FORF	0.00	0.00	0.00	0.00	0.00	0.00
7778	COURT ORDERED SHERIFF SALES	262,567.61	563,900.00	637,225.00	189,242.61	258,764.55	448,007.16
7779	UNDIVIDED DRUG TASK FORCE SEIZ	88,044.00	9,902.00	1,059.00	96,887.00	4,559.00	101,446.00
7781	REFUNDABLE DEPOSITS	402,403.04	7,729.95	13,710.37	396,422.62	6,435.61	402,858.23
7782	SHERIFF - LOST/ABANDONED PROPE	44.34	0.00	0.00	44.34	0.00	44.34
7785	MASSIE WAYNE CAPACITY FEES	0.00	0.00	0.00	0.00	0.00	0.00

Financial Statement for 2022 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
7786	PMT IN LIEU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00
7787	UNDIVIDED INCOME TAX-REAL PROP	1,375.02	0.00	777.00	598.02	0.00	598.02
7788	UNDIVIDED PUBLIC UTILITY DEREG	0.00	0.00	0.00	0.00	0.00	0.00
7789	FORFEITED LAND	0.00	0.00	0.00	0.00	0.00	0.00
7790	FORFEITED LAND EXCESS SALE PRO	0.00	0.00	0.00	0.00	0.00	0.00
7792	ZONING & BLDG BOND FUND	0.00	0.00	0.00	0.00	0.00	0.00
7793	HOUSING TRUST AUTHORITY	156,153.90	74,463.50	230,617.40	0.00	228,311.23	228,311.23
7795	UNDIVIDED INDIGENT FEES	240.00	1,447.00	1,687.00	0.00	289.40	289.40
7796	MUNICIPAL ORD VIOLATION INDIGE	12,508.70	0.00	1,387.50	11,121.20	315.00	11,436.20
7797	NEW UNDIVIDED AUCTION PROCEEDS	0.00	30,018.35	30,018.35	0.00	0.00	0.00
7798	OLD ZONING & BLDG BOND FUND	138,020.47	0.00	0.00	138,020.47	0.00	138,020.47
8843	UNCLAIMED MONEY	715,060.03	18,497.24	0.00	733,557.27	10.00	733,567.27
8855	CH.SERV.SCHEURER SMITH TRUST	43,609.59	0.00	0.00	43,609.59	0.00	43,609.59
9911	WARREN CO HEALTH DISTRICT	9,689,287.00	113,715.18	-427,558.00	10,230,560.18	19,070.06	10,249,630.24
9912	FOOD SERVICE	123,951.28	3,309.00	48,622.63	78,637.65	814.26	79,451.91
9915	PLUMBING BOND-HEALTH DEPT.	0.00	0.00	0.00	0.00	0.00	0.00
9916	STATE REGULATED SEWAGE PROGRAM	196,930.70	9,766.52	42,599.91	164,097.31	2,100.00	166,197.31
9925	SOIL & WATER CONSERVATION DIST	796,005.73	0.00	92,977.78	703,027.95	12,247.26	715,275.21
9928	REGIONAL PLANNING	462,224.15	2,846.00	36,382.91	428,687.24	305.00	428,992.24
9938	WARREN COUNTY PARK DISTRICT	1,219,354.55	132,607.26	38,093.83	1,313,867.98	1,450.58	1,315,318.56
9944	ARMCO PARK	462,780.84	7,314.47	106,703.25	363,392.06	7,393.14	370,785.20
9953	WATER SYSTEM FUND	47,775.56	1,550.50	5,221.00	44,105.06	218.00	44,323.06
9954	MENTAL HEALTH RECOVERY BOARD	16,367,529.91	50,443.25	1,194,538.66	15,223,434.50	287,825.87	15,511,260.37
9961	HEALTH GRANT FUND	814,044.85	98,242.64	825,963.19	86,324.30	0.00	86,324.30
9963	CAMPGROUNDS	1,595.20	0.00	0.00	1,595.20	0.00	1,595.20
9976	HEALTH - SWIMMING POOL FUND	157,872.90	0.00	3,639.76	154,233.14	0.00	154,233.14
9977	DRUG TASK FORCE COG	725,182.25	100.00	9,131.10	716,151.15	6,440.13	722,591.28

Financial Statement for 2022 Period 12



FUND	FUND DESCRIPTION	PREVIOUS BALANCE	RECEIPTS	EXPENDITURES	CURRENT BALANCE	OUTSTANDING WARRANTS	TREASURER'S FUND BALANCE
9996	WC FIRE RESPONSE LIFE SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
Total		374,320,906.50	57,001,662.52	58,474,188.73	372,848,380.29	5,119,821.94	377,968,202.23

It is hereby certified, that the foregoing is a true and accurate statement of the finances of Warren County, Ohio, for December, 2022 showing the balance on hand in cash in each fund at the beginning of the month, the amount received to each, the amount disbursed from each, the balance remaining to the credit of each, and the balance of money in the treasury and depository.

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0047

Adopted Date January 10, 2023

ACKNOWLEDGE PAYMENT OF BILLS

BE IT RESOLVED, to acknowledge payment of bills from 1/5/23 as attached hereto and made a part hereof.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc: Auditor

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0048

Adopted Date January 10, 2023

APPROVE AN OPERATIONAL TRANSFER FROM COMMISSIONERS FUND #11011112
INTO CRIME VICTIM/WITNESS FUND #2245

WHEREAS, the Prosecutor's Office has requested that their 2023 local contribution be transferred into their Crime Victim/Witness Fund #2245; and

NOW THEREFORE BE IT RESOLVED, to approve the following operational transfer:

\$ 9,729.00 from #11011112-5703 (Commissioners - Other County Agencies)
into #2245-22452500-AAREVNUE -49000 (Crime Victim/Witness -
Transfers)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Operational Transfer file
Prosecutor (file)
OMB

BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

Resolution

Number 23-0049

Adopted Date January 10, 2023

APPROVE OPERATIONAL TRANSFERS FROM COUNTY COMMISSIONERS' FUND #11011112 INTO EMERGENCY SERVICES FUND #2264 AND #2290

BE IT RESOLVED, to approve the following operational transfers from County Commissioners Fund #101 into Emergency Services Fund #2264 and #2290:

\$103,155.00 from #11011112-5795 (Commissioners – Transfer – EMA)
into #2264-49000 (County Government)

\$ 27,119.00 from #11011112-5786 (Commissioners – Transfer – Hazmat)
into #2290-49000 (Hazmat Fund - County Government)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Operational Transfer file
Emergency Services (file)
OMB

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0050

Adopted Date January 10, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO BOARD OF ELECTIONS FUND
2209

BE IT RESOLVED, to approve the following supplemental appropriation:


\$5,038.10 into #22091300-5905 (Return of Unused Grant Funds)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Supplemental Appropriation file
Board of Elections (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0051

Adopted Date January 10, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS #2289

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 4,000.00 into BUDGET-BUDGET 22891227-5871 (Medicare)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Supplemental App. file
Common Pleas (file)

Resolution

Number 23-0052

Adopted Date January 10, 2023

APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE KING AVENUE BRIDGE REPLACEMENT OVER LITTLE MIAMI RIVER IMPROVEMENTS PROJECT FUND 4437

WHEREAS, a supplemental appropriation is necessary for the King Avenue Bridge #282-0.097 Replacement over LMR Improvements Project fund 4437; and

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

\$5,555,214.18 into #44373130-5320 (Capital Purchase)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor ✓
 Supplemental App. file
 Engineer (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0053

Adopted Date January 10, 2023

APPROVE SUPPLEMENTAL APPROPRIATION INTO AIRPORT FUND #4479

BE IT RESOLVED, to approve the following supplemental appropriation:

\$ 100,000.00 into #44793850-5317 (Airport – Non-Capital Purchases)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Supplemental Appropriation file
Airport (file)
OMB – S. Spencer

Resolution

Number 23-0054

Adopted Date January 10, 2023

APPROVE APPROPRIATION ADJUSTMENTS FROM COMMISSIONERS GENERAL FUND #11011110 INTO DOMESTIC RELATIONS FUND #11011230

WHEREAS, the previous appropriation request approved under resolution number 23-0025 adopted January 3, 2023 reflected incorrect amounts and therefore additional adjustments are needed; and

BE IT RESOLVED, to approve the following appropriation adjustments from Commissioners Fund #11011110 into Domestic Relations Fund #11011230 in order to process a vacation and sick leave payouts for Yvonne Iverson former employee of Domestic Relations:

\$7,349.00 from #11011110-5882 (Commissioners - Vacation Leave Payout)
into #11011230-5882 (Domestic Relations - Vacation Leave Payout)

\$7,351.00 from #11011110-5881 (Commissioners - Sick Leave Payout)
into #11011230-5881 (Domestic Relations - Sick Leave Payout)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
Domestic Relations (file)
OMB

Resolution

Number 23-0055

Adopted Date January 10, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN JUVENILE COURT FUND
#11011240

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

\$ 75,000.00	from	11011240-5400	(Juv CT Purchased Services)
	into	11011240-5370	(Juv CT Software Non-Data Board)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adj. file
Juvenile (file)

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

Resolution

Number 23-0056

Adopted Date January 10, 2023

APPROVE APPROPRIATION ADJUSTMENT WITHIN COUNTY COURT FUND #2283

BE IT RESOLVED, to approve the following appropriation adjustment within County Court Fund 2283:

\$7000.00 from #22831280-5400 (Purchased Services)
 into #22831280-5421 (Rent or Lease)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

cc: Auditor
Appropriation Adjustment file
County Court (file)

Resolution

Number 23-0057

Adopted Date January 10, 2023

APPROVE APPROPRIATION ADJUSTMENTS WITHIN GENERAL FUND #11011110
AND A SUPPLEMENTAL APPROPRIATION INTO #11011272

BE IT RESOLVED, to approve the following appropriation adjustments and supplemental appropriation:

Appropriation Adjustment

\$ 13,000.00	from	#11011110-5910	(General – Other Expense)
\$ 4,000.00	into	#11011110-5911	(General – Non-Taxable Meal Fringe)
\$ 9,000.00	into	#11011110-5940	(General – BOCC Travel)
\$ 8,920.00	from	#11011110-5400	(General – BOCC Purchased Services)
\$ 8,920.00	into	#11011110-5421	(General – BOCC Rent or Lease)

Supplemental Appropriation

\$ 3,800.00 into #11011272-5155 (General – Lebanon Personal Service Reimb)

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/js

cc: Auditor
Appropriation Adj. file
Supplemental Adj file
OMB (file)

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0058

Adopted Date January 10, 2023

APPROVE REQUISITIONS AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

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

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

/tao

cc:

Commissioners' file


REQUISITIONS

Department	Vendor Name	Description	Amount
ENG	REQ BLANKET VENDOR	ENG. TEMP ENT WITH TODD B. & M	\$ 1.00
GRA	WARREN CO REGIONAL PLANNING	GRA - CONSOLIDATED PLAN DEVELO	\$ 20,000.00
GRA	WARREN CO REGIONAL PLANNING	GRA - AI/AFFH DEVELOPMENT	\$ 12,000.00
CSV	OFFICE DEPOT INC	CSV NEW DESKS FOR EMPLOYEES	\$ 12,999.80
ENG	REQ BLANKET VENDOR	ENG. TEMP EASE FAIRCHILD TRUST	\$ 1.00
WAT	MATLOCK ELECTRIC CO INC	SEW JS AC GENERATOR ASSEMBLY 2	\$ 12,300.00

PO CHANGE ORDERS

Department	Vendor Name	Description	Amount
WAT	BUILDING CRAFTS INC	WAT RICHARD A RENNEKER MEMBRANE	\$ 379,984.73 INCREASE
ENG	EAGLE BRIDGE CO	ENG KING AVE BRIDGE IMPROVEMENT PRO	\$ 462,237.81 DECREASE

1/10/2023 APPROVED:



Tiffany Zindel, County Administrator

*BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO*

Resolution

Number 23-0059

Adopted Date January 10, 2023

AMEND SECTION 6.01: HOLIDAYS OF THE WARREN COUNTY PERSONNEL POLICY MANUAL

WHEREAS, it is the desire of this Board to modify Section 6.01 by adding clarifying language on how the half day Christmas Eve holiday will be observed when falling on a weekend; and

NOW THEREFORE BE IT RESOLVED, to amend 6.01: Holidays of the Warren County Personnel Policy Manual, as attached hereto and made a part hereof; and

BE IT FURTHER RESOLVED, that said amendments will become effective immediately.

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

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

Resolution adopted this 10th day of January 2023.

BOARD OF COUNTY COMMISSIONERS



Krystal Powell, Deputy Clerk

- cc:
- | | |
|-----------------------|------------------------|
| Garage | CSEA |
| Facilities Management | OhioMeansJobs |
| Water/Sewer | Solid Waste |
| Commissioners | Emergency Services |
| Telecommunications | County Court |
| Grants Admin. | Dog and Kennel |
| Building & Zoning | Children Services |
| Clerk of Courts | Recorder |
| Treasurer | Information Technology |
| Auditor | Economic Development |
| Veterans | Human Services |
| Coroner | OMB (file) |
| Engineer | Soil & Water |
| Personnel Policy file | |

- C. If a full-time or part-time employee is granted the day off on which the holiday is observed he/she shall be paid holiday pay at his/her regular rate for the number of hours he/she is normally scheduled to work.
- D. Full-time employees shall receive straight time holiday pay for each authorized holiday. Part-time employees, however, shall be granted straight time holiday pay only for those hours normally scheduled on the day the holiday happens to fall.
- E. Individuals on vacation, sick leave or other approved leave of absence with pay will be paid for any holidays occurring during their absence, and will not be charged for vacation or sick leave.
- F. Any standard work week employee required to work on one of the recognized/observed holidays is entitled to receive compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay, in addition to receiving his/her regular holiday pay. Employees assigned to continuous operations (24 hour-7 day) or employees assigned to non-standard work weeks, who are assigned to work on the date a holiday actually occurs, shall be compensated at one and one-half (1 ½) times his/her regular rate of pay for hours worked, during the eight (8) hour holiday time period, in addition to receiving his/her regular eight (8) hour holiday pay. Payment for holidays worked should be treated entirely separate from the calculation of overtime.(i.e., pyramiding of overtime is not permitted).
- G. An employee in no-pay status immediately prior to the holiday (e.g., leave without pay, disciplinary suspension, etc.) shall not receive holiday compensation.
- H. Per Ohio Revised Code Section 325.19, if a full-time County employee's work schedule is other than Monday through Friday, he/she is entitled to holiday pay for holidays which occur or are observed on his/her day off regardless of the day of the week on which they are observed or occur.
- I. An appointing authority, agency or department head, at their sole discretion, may allow a non-standard work week employee (including employees assigned to twenty-four hour, seven days a week operations) the option to convert their straight time holiday pay into compensatory time (note this is not converted at time and one-half). Please refer to section 4.05 of the policy manual for the maximum allowable compensatory balance.
- J. Intermittent, seasonal or temporary employees are not permanent "full-time" or "part-time" employees for purposes of this policy and therefore are not eligible for holiday pay.

~~Revised: 06/22/2021~~

Revised 1/10/2023